



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

**AGENDA**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, November 21, 2023**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order.**

Invocation  
Pledge of Allegiance  
Roll Call  
Confirm or Adjust Agenda Order

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held December 5, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. City Hall will be closed November 23 & 24, 2023 in observance of the Thanksgiving Holiday.
- c. Town Green Christmas Festival Saturday, December 9, 2023. Parade 4 - 5 p.m. Festival 5 - 8 p.m.
- d. Proclamation - National Caregiver's Month
- e. FY22 Financial Statement - Charlene Kurkow of Wright, Ward, Hatten & Guel, PLLC

Council Comments.

City Manager's Report.

Public Comments on Agenda Items.

**Policy Agenda.**

**Minutes:**

1. Motion to approve the November 7, 2023 Regular Meeting Minutes.

**Tabled:**

2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)
3. **2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development. **(Tabled until December 19, 2023 per request of applicant)**

## Resolutions:

- 4. 2023-394:** Motion to adopt Resolution 2023-047 to declare the closure of all City of Diamondhead offices on November 23 and 24, 2023 for the Thanksgiving Holiday, December 25 and 26, 2023 for the Christmas Holiday and January 1, 2024 for the New Year's Holiday.

## Consent Agenda:

- 5. 2023-391:** Motion to approve payments to Pickering in the amount of \$757.50 for Ahuli Drainage Improvements.
- 6. 2023-292:** Motion to approve Pay Application 2 in the amount of \$178,400.27 to Moran Hauling Inc for Noma Drive Improvements.
- 7. 2023-393:** Motion to approve payments to Covington Civil & Environmental, LLC in the amount of \$14,069.33 for the Commercial District Transformation Project, in the amount of \$7,100.00 for the Kome Drive and Fairway Drive Drainage Project, in the amount of \$12,000.00 for Bank Stabilization Project, in the amount of \$11,500.00 for Bayou Drive Drainage Project, in the amount of \$8,800.00 for Turnberry Drainage Project and in the amount of \$3,500.00 for Standard Specifications and Drawings.
- 8. 2023-396:** Motion to approve payments in the amount of \$579.50 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements, in the amount of \$1,122.50 for Roadway Improvements Phase 4 and in the amount of \$13,275.00 for the Bond Paving Project.
- 9. 2023-397:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$5,652.50 for Golf Course Pond Remediation, and in the amount of \$11,826.25 for Coon Branch Drainage Project.
- 10. 2023-398:** Motion to approve the disposal of 1 Samsung Galaxy Phone (FA#733) and 10 Rocket IoT-Body Camera Components (FA#s 475 - 484).
- 11. 2023-399:** Motion to accept and award the low quote received from Mandal Chrysler Dodge Jeep Ram in the amount of \$43,180.00 for the purchase of a 2023 Dodge Durango Sport Utility vehicle for the police department and to purchase lighting and siren PA system components for in-house up-fitting in the amount of \$234.96 for a total purchase of \$43,414.96.
- 12. 2023-400:** Motion to approve Pay Application 2 in the amount of \$116,715.88 to Bottom 2 Top Construction, LLC for the Commercial District Transformation Project Phase I.
- 13. 2023-403:** Authorize travel and related expenses for City Manager and Councilmembers(s) TBD to travel and attend the MML 2024 Mid-Winter Legislative Conference to be held January 9-11, 2023 in Jackson.
- 14. 2023-404:** Motion to approve Work Assignment under the Master Service Agreement with Covington Civil and Environmental, LLC in the amount not to exceed \$20,000.00 for On-Call Survey Services FY2024 as needed.
- 15. 2023.405:** Motion to approve amendment to Work Assignment with Covington Civil and Environmental, LLC in the amount of \$9,000.00 for a total engineering cost of \$32,000.00 for the Makiki Drive Project Support.



- [16.](#) **2023-406:** Motion to approve Preliminary Engineering Service Contract with Covington Civil and Environmental LLC, in an amount not to exceed \$76,038.29 for the East Aloha Drive Phase II Sidewalk Improvements.
- [17.](#) **2023-407:** Motion to approve Pay Request 1 in the amount of \$1,739,598.91 to Warren Paving, Inc. for Diamondhead Bond Paving Project.
- [18.](#) **2023-409:** Motion to approve Budget Adjustments (GLPTKT09495) for open and/or partially received purchase balances reallocating funds issued in FY23 budget to FY24 budget.

**Action Agenda.**

- [19.](#) **2023-395:** Motion to accept the Audited Financial Statement for Fiscal Year ended September 23, 2022.
- [20.](#) **2023-401:** Motion to approve the re-subdivision of Diamondhead Phase 1 Amended, Unit 1, Block 7, Lots 18 and 19. The property owner is Michael Reso. The property addresses are 56118 and 56120 Diamondhead Drive East. The Tax Parcel numbers are 131C-1-13-052.000 and 131C-1-13-053.000.
- [21.](#) **2023-402:** Motion to approve the re-subdivision of Diamondhead Phase 2, Unit 1, Block 6, Lots 27 and 28. The property owner is William Derenbecker, Jr. The property addresses are 1438 and 1440 Hanakealoha Place. The Tax Parcel numbers are 132R-0-10-113.001 and 132R-0-10-114.001.
- [22.](#) **2023-408:** Discussion on whether or not donations that were made for the Diamondhead Dog Park Twin Lakes location can be refunded to the donors as it was stated at a prior city council meeting. (Depreo)

**Routine Agenda.**

**Claims Payable**

- [23.](#) Motion to approve Docket of Claims (DKT231237- DKT231272) in the amount of \$2,359,940.93
- [24.](#) Motion to approve Docket of Claims DKT231227 - DKT231236 in the amount of \$46,531.08, PRCLAIM010177 in the amount of \$28,210.46, PRCLAIM010178 in the amount of \$28,927.33, PRCLAIM010179 in the amount of \$30,300.40 and PRCLAIM010180 in the amount of \$3,588.33.

**Department Reports**

- Building
- Court
- Police
- Code Enforcement

**Public Comments on Non-Agenda Items.**

**Executive Session - If Necessary**

**Adjourn/Recess.**

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



**MINUTES**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**Tuesday, November 07, 2023**  
**6:00 PM CST**

**Call to Order.**

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

Invocation-Councilmember Cumberland

Pledge of Allegiance

Roll Call

**PRESENT**

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley - Via Teleconference

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

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

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

**MOTION CARRIED UNANIMOUSLY**

**Presentation Agenda.**

- a. The next Regular Meeting of the City Council will be held November 21, 2023 at 6:00 p.m. in Council Chambers located at City Hall.
- b. The Diamondhead BBQ and Brews will be held Saturday, November 11, 2023 from 3:00 p.m. - 8:00 p.m. at City Hall.
- c. Town Green Christmas Festival Saturday, December 9, 2023. Parade 4 - 5 p.m. Festival 5 - 8 p.m.
- d. City Hall will be closed Friday, November 10, 2023 in observance of Veterans Day.
- e. Proclamation - Mrs. June Duffour 2023 (AARP) Andrus Award Recipient for the State of Mississippi
- f. Proclamation - Diamondhead Youth Athletic Association

City Manager's Report.

**CITY MANAGER REPORT**

November 07, 2023

1. Makiki Drive – Notice to Proceed has been issued to contractor. The contract is for 60 days. The contractor is about 75% done with this project. The project should be completed before the December 17<sup>th</sup> contract end date.
2. Park Ten Road –The contract is for 270 Calendar Days with an end date of June 1, 2024. Currently on schedule. The contractor is continuing with installation of utilities. This includes the water, sewer, and electrical conduit. Currently temporary culverts are being used onsite.
3. Noma Drive Restoration –The contract is for 150 Calendar Days with an end date of February 7<sup>th</sup>. Currently on schedule. The contractor has completed the base installation for the new roadbed and is currently waiting for asphalt scheduling.
4. Phase 4 paving – All of the punch list items have been completed except for the adjustment of the pavement around the manhole on Bayou Dr. and the bird bath on Haleiwa Pl. HPS are scheduled to be onsite 11/6 to make those repairs.
5. Bond Paving Diamondhead Drive – The contract is for 150 Calendar Days with an end date of March 6<sup>th</sup>. The contractor has completed all milling for the project. Currently paving DH Drive North/West from the community center to the water tower. They will start paving the crossovers and roundabouts next week.
6. Kaleki Way – Project is still with the engineer to complete design.
7. Bayou Drive – Received 60% drawing from engineer last week. They will be reviewed and returned to the engineer for continued design.
8. Montjoy Creek – Engineer is working on the legal description for the 15-foot easement so a deed can be created. Final design is being completed.
9. Noma Drive Walking Trail – The city has applied for additional funding for this project with the MS Outdoor Stewardship Grant. This project will create a walking path from Noma Drive to Montjoy Creek.
10. Canal Dredging – The city has received a permit from USACE to allow for the canal dredging on the south side. The required workplan was generated by Covington Civil and submitted to MDEQ for their review in late August. MDEQ will in turn submit it to the RESTORE Council for final approval.

11. ARPA/GOMESA Projects – The following projects have been assigned to an engineering firm and are currently in the design phase.

- a. Coon Branch – Chiniche
- b. Koloa Steet @ Ala Moana – Chiniche
- c. Lots 7 & 8 – Chiniche
- d. Kolo Court – Covington
- e. Turnberry – Covington
- f. Ahuli Place – Covington
- g. Kome Drive – Covington
- h. Kalae Street – Covington
- i. Hilo Way – West – MP Design
- j. Hilo Way to Hapuna Place – MP Design
- k. Hilo Way at Koko Street – MP Design
- l. Aukai Place/DH Dr East – MP Design
- m. DH Drive East/Kalani – Covington
- n. Veterans/Substation – Covington
- o. Fairway Drive – Covington
- p. Anahola Place – Covington

Public Comments on Agenda Items -None

**Policy Agenda.**

**Minutes:**

- 1. Motion to approve the October 17, 2023 Regular Meeting Minutes.  
Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to approve the October 17, 2023 Regular Meeting Minutes.  
Voting Yea: Mayor Depreo, Councilmember-At-Large Maher, Ward 1 Finley, Ward 2 Liese, Ward 3 Cumberland, Ward 4 Clark

**MOTION CARRIED UNANIMOUSLY**

**Tabled:**

- 2. **2023-274:** Motion to contribute up to \$40,000.00 for the Dog Park from the General Fund Balance. (Finley)  
**NO ACTION TAKEN**
- 3. **2023-350:** Motion to adopt Resolution 2023-041 thereby concurring with the Planning Commission recommendation for the rezoning of tax parcel number 132A-2-03-028.000 owned by Cure Land Company, LLC, from the current zoning from C-1 (General Commercial District) to TCMU (Town Center Mixed Use). The physical address is 5410 Gex Drive. The Case File Number is 202300417. The purpose of the zoning change is for condominium development. **(Tabled until December 19, 2023 per request of applicant)**  
**NO ACTION TAKEN**

- 4. **2023-367:** Motion to purchase 2575 sq. ft. of Part of Lot 7, Blk. 6, First Addition, Unit 6, Phase 1 (Makiki Drive) in the amount of \$1.25 per sq. ft. for a total purchase price of \$3,218.75 from Zachary and Callie Bunter for a Permanent Drainage Easement. **(To Be Amended-See Attached)**

Motion made by Mayor Depreo, Seconded by Ward 2 Liese to remove from the table motion to purchase 2575 sq. ft. of Part of Lot 7, Blk. 6, First Addition, Unit 6, Phase 1 (Makiki Drive) in the amount of \$1.25 per sq. ft. for a total purchase price of \$3,218.75 from Zachary and Callie Bunter for a Permanent Drainage Easement.

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

**MOTION CARRIED UNANIMOUSLY**

Motion made by Mayor Depreo, Seconded by Ward 4 Clark to amend motion to purchase 3165 sq. ft. of Part of Lot 7, Blk. 6, First Addition, Unit 6, Phase 1 (Makiki Drive) in the amount of \$1.25 per sq. ft. for a total purchase price of \$3,956.20 from Zachary and Callie Bunter for a Permanent Drainage Easement.

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

**MOTION CARRIED UNANIMOUSLY**

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to purchase 3165 sq. ft. of Part of Lot 7, Blk. 6, First Addition, Unit 6, Phase 1 (Makiki Drive) in the amount of \$1.25 per sq. ft. for a total purchase price of \$3,956.20 from Zachary and Callie Bunter for a Permanent Drainage Easement.

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

**MOTION CARRIED UNANIMOUSLY**

**Resolutions:**

- 5. **2023-383:** Motion to adopt Resolution 2023-044 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 22 and 23, Diamondhead Phase 2, Unit 9, Block 2. The parcel number is 067D-0-26-010.000. The physical street address is 11444 Haleiwa Place. (Bryne)

Motion made by Ward 3 Cumberland, Seconded by Ward 2 Liese to adopt Resolution 2023-044 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 22 and 23, Diamondhead Phase 2, Unit 9, Block 2. The parcel number is 067D-0-26-010.000. The physical street address is 11444 Haleiwa Place. (Bryne)

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

**MOTION CARRIED UNANIMOUSLY**

- 6. **2023-384:** Motion to adopt Resolution 2023-045 thereby extending the current Interlocal Agreement between Hancock County and the City of Diamondhead for police protection services and for other related purposes through September 30, 2025.

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to adopt Resolution 2023-045 thereby extending the current Interlocal Agreement between Hancock County and the City of Diamondhead for police protection services and for other related purposes through September 30, 2025.

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

**MOTION CARRIED UNANIMOUSLY**

- 7. **2023-387:** Motion to adopt Resolution 2023-346 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 175A and 176A, Glen Eagle Phase 1 Replat. The parcel number is 067N-1-35-088.000. The physical street address is 7416 Turnberry Way.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to adopt Resolution 2023-346 thereby abandoning a 5' drainage/utility easement on each side of the common property line between lots 175A and 176A, Glen Eagle Phase 1 Replat. The parcel number is 067N-1-35-088.000. The physical street address is 7416 Turnberry Way.

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

**MOTION CARRIED UNANIMOUSLY**

**Consent Agenda:**

Motion made by Ward 4 Clark, Seconded by Councilmember-At-Large Maher to approve the following consent items:

- 8. **2023-378:** Motion to authorize payroll expenses for the Employee Incentive Plan for FY24 in the amount of \$250 each for eligible employees for the second payroll periods in November 2023 and May 2024 to be determined by the City Manager.
- 9. **2023-379:** Motion to accept and approve existing renewals from Blue Cross Blue Shield of Mississippi(2.3% reduction), Morgan White (major medical and deductible buy back) and Guardian (life, dental and vision) and employee benefits insurance renewals for calendar year 2024.
- 10. **2023-380:** Motion to approve FY24 appropriations totaling \$45,200 to CASA of Hancock County in the amount of \$5,200, East Hancock Library in the amount of \$30,000, Hancock Human Resource Center in the amount of \$2,000, Hancock County Sheriff's Camp in the amount of \$500, Hancock County Tourism in the amount of \$1,000, American Red Cross in the amount of \$500, Magdelene House in the amount of \$1,000, Pearl River Community College Scholarship in the amount of \$5,000 and to authorize lump-sum disbursements.
- 11. **2023-381:** Motion to approve events hosted and/or sponsored by the City.
- 12. **2023-382:** Motion to approve Memorandum of Understanding Between The City of Diamondhead and Hancock County Board of Supervisors to construct a connector road that will be located between Bayou Place and Kapalama Drive.

- 13. **2023-385:** Motion to approve the Mississippi Department of Marine Resources FY23 Tidelands Grant Agreement in the amount of \$300,000 for the Dredging Project for Noma Drive Boat Ramp and for other related purposes.
- 14. **2023-385:** Motion to approve the Mississippi Department of Marine Resources FY23 Tidelands Grant Agreement in the amount of \$100,000 for the Nature Trail and Nature Education Center Planning Project and for other related purposes.
- 15. **2023-389:** Motion to approve Budget Amendments for FY2023.
- 16. **2023-390:** Motion to approve FY2023 Interfund Loans and Interfund Transfers.

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

**MOTION CARRIED UNANIMOUSLY**

**Action Agenda.**

- 17. **2023-388:** Motion to reconsider allowing anyone that had a permit for a landscape culvert that expired during the moratorium on Landscape Culverts, to request during moratorium time period a new permit and they be allowed to do a landscape culvert according to the present permit and building review requirements for culvert size and other requirements set forth by building officials. (Finley)

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to reconsider allowing anyone that had a permit for a landscape culvert that expired during the moratorium on Landscape Culverts, to request during moratorium time period a new permit and they be allowed to do a landscape culvert according to the present permit and building review requirements for culvert size and other requirements set forth by building officials. (Finley)

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

**MOTION CARRIED**

**Routine Agenda.**

**Claims Payable**

- 18. Motion to approve Docket of Claims (DKT231183- DKT231226) in the amount of \$193,738.56.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to approve Docket of Claims (DKT231183- DKT231226) in the amount of \$193,738.56.

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

**MOTION CARRIED UNANIMOUSLY**



**Public Comments on Non-Agenda Items.**

Harry Cagle - Paving, Gex Drive Lighting, Yellow House

**Adjourn/Recess.**

At 7:00 p.m. with no further business to come before the council motion made by Ward 4 Clark, Seconded by Mayor Depreo to adjourn.

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

**MOTION CARRIED UNANIMOUSLY**

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Nancy Depreo  
Mayor

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Jeannie Klein  
City Clerk

City of Diamondhead, MS  
Request for Council Action

TO: Mayor/Council/City Clerk

FROM: S. Finley Ward 1

DATE: 07/10/2023

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Regular Agenda


AGENDA DATE REQUESTED

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

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

**REQUIRED SIGNATURE**

REQUESTED BY:



COUNCIL ACTION:

Approved  Denied  Tabled/Deferred  Info Only Completed:

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR NANCY DEPREO

ATTEST: \_\_\_\_\_  
Jeannie Klein, City Clerk

City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525



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

APPLICATION FOR ZONING CHANGE

CASE NO. 202300417

DATE 8-21-23

APPLICANT: MICHAEL D. CURE

APPLICANT'S ADDRESS: 106 YALBOROUGH PL. WARELAND, MS. 39596

APPLICANT'S TELEPHONE: (HOME) <sup>(228)</sup> 304-7157 (WORK) <sup>(228)</sup> 463-0050

PROPERTY OWNER: CURE LAND COMPANY LLC

MAILING ADDRESS: P.O. BOX 44 LAKESIDE, MS. 39558

TELEPHONE NUMBER: (HOME) <sup>(228)</sup> 304-7157 (WORK) 228-463-0050

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

STREET ADDRESS OR LEGAL DESCRIPTION OF PROPERTY: \_\_\_\_\_

5410 GEX DRIVE

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

STATE PURPOSE OF REZONING: CONDOMINIUM DEVELOPMENT

STATEMENT OF UNDERSTANDING

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

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

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

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

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

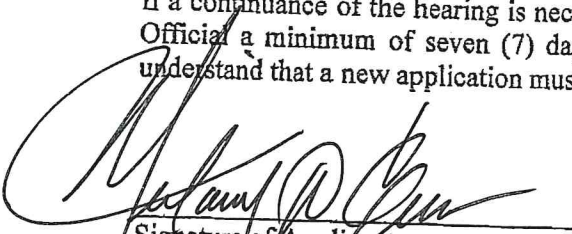
That all required attachments have been provided to the City of Diamondhead.

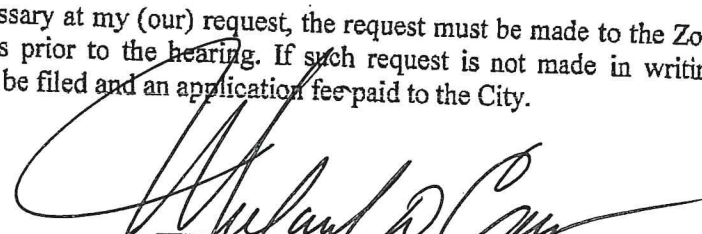
That additional information may be required by the Planning Commission prior to final disposition.

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

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

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

  
Signature of Applicant

  
Signature of Property Owner

\_\_\_\_\_ For Official Use Only \_\_\_\_\_

- ~~\$600.00~~ <sup>200.00</sup>
- Copy of Deed, Lease or Contract
- Site Plan
- Parking Spaces
- List of Property Owners NA ( )

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

January 11, 2023

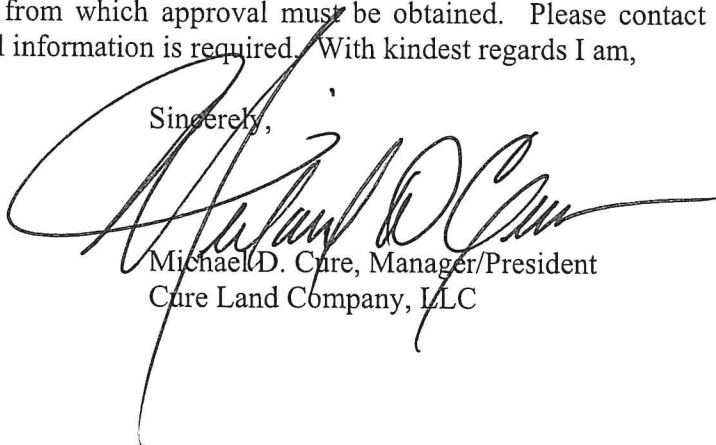
City of Diamondhead, Mississippi  
ATTN: Planning and Zoning  
5000 Diamondhead Circle  
Diamondhead, MS 39525

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

To whom it may concern:

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

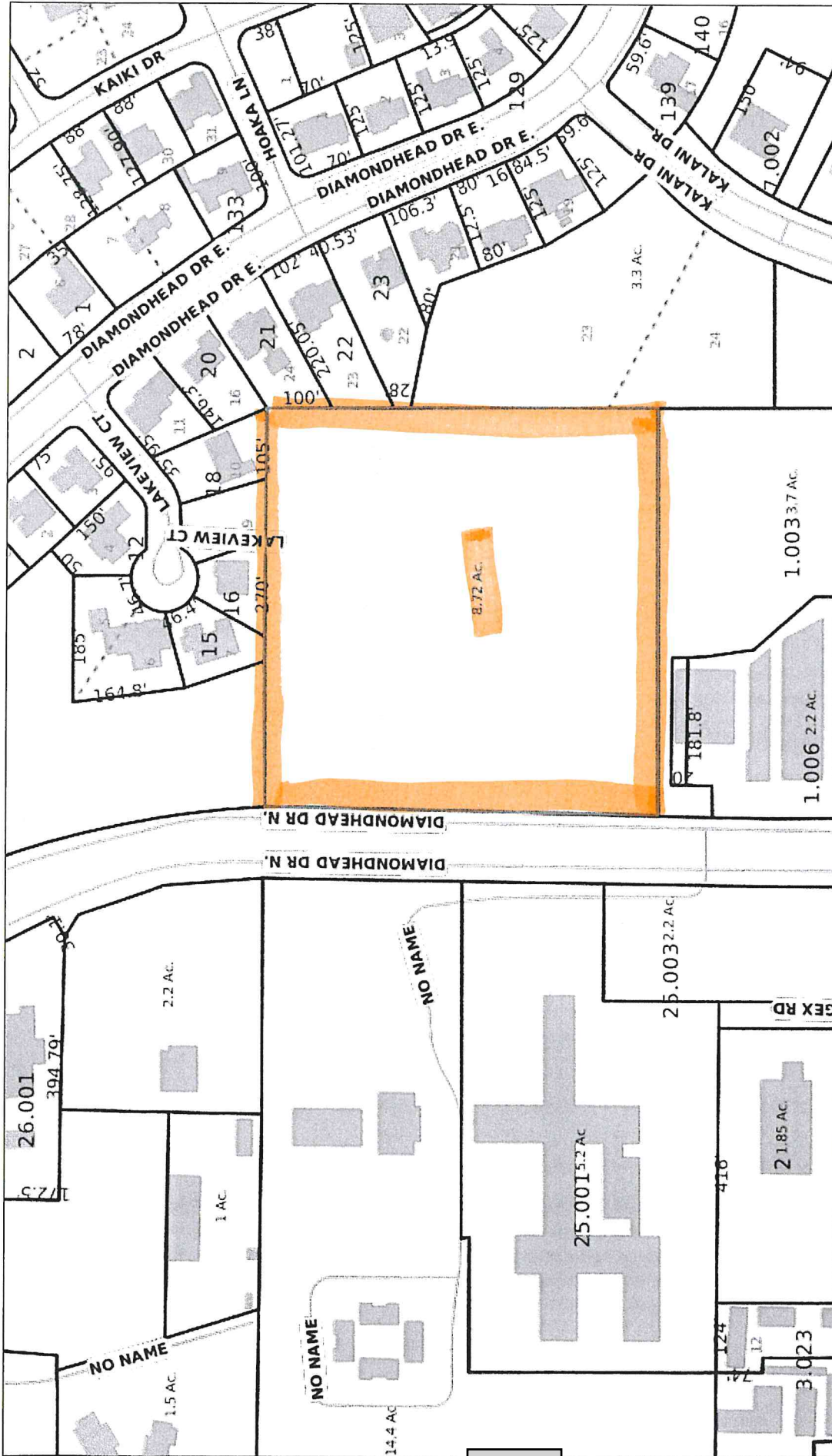
Sincerely,



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



# Geoportal Map



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



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

- i. Zoning request from C-1 to R-3/ATTACHED.
- ii. The attached Site plan shows the location of the proposed site of 8.31 acres located on Diamondhead Drive North (Gex Drive) with a 3-4 story residential condominium structure of 58 units with parking garage for 30 cars/golf carts with a total of 119 additional parking spaces/ATTACHED.
- iii. It is estimated that construction will begin in 2024 and be completed in the 2025 or the early spring of 2026.
- iv. The proposed 58 unit luxury condominium development will be located adjacent to Gex Drive buffered from Gex Drive by existing wetlands which will be left intact with the exception of an entry drive. The attractiveness of the wetlands and the existing lake will not be altered but will be insured by the site planning being proposed. A 20ft landscaped buffer is proposed on the perimeter of the site. Landscaping reflective of the wetlands will be incorporated in the community as a buffer. Further a nature preserve with walking trail will be designed to further buffer the adjacent/existing single family residences. This buffer will surround the development to provide attractive privacy and screening for both the condominium residents and adjoin residential and commercial properties. Our proposed condominium development's, existing site consists of 8.72 acres located at 5410 Gex Drive. The property is adjacent to the main entrance road into Diamondhead and is surrounded by commercial structures and C-1 zoning, as well as R-3 residential. The condominium property is roughly one half wooded wetlands and one half cleared uplands that as immediately adjacent to property zoned C-1 (vacant land) and R-3 (land developed). The wetlands are a tremendous asset to both Diamondhead and the condominium development the developer will not develop or intrude into the wetlands with the exception of building an entry drive adjacent to a portion of the wetlands and were previously filled.
- v. The proposed zoning charge from C-1 to R-3 allows for a condominium community of 8 units per acre. This zoning change allows for the development of a condominium community which matches the recommendations of future land use as identified in ENVISION DIAMONDHEAD 2040 (a plan for long term future and sustainable development adopted by the City Council July, 2021 ).

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

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

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

Under C-1 Zoning

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

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

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

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

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

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



REVISIONS	NO.	DATE:

**FRANK GWIZDER JR. ARCHITECT**  
 16 S. Judd St.  
 22337-2264

DISCLAIMER: THE ARCHITECT'S RESPONSIBILITY IS TO PREPARE ARCHITECTURAL DRAWINGS THAT ACCURATELY REFLECT THE INTENT OF THE CLIENT'S REQUIREMENTS AND TO PROVIDE CONSULTATION AND ADVICE TO THE CLIENT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE STRUCTURE OR THE PERFORMANCE OF THE STRUCTURE OR THE CONSTRUCTION OF THE STRUCTURE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE ARCHITECTURAL DESIGN AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE ARCHITECTURAL DESIGN AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE ARCHITECTURAL DESIGN AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS.

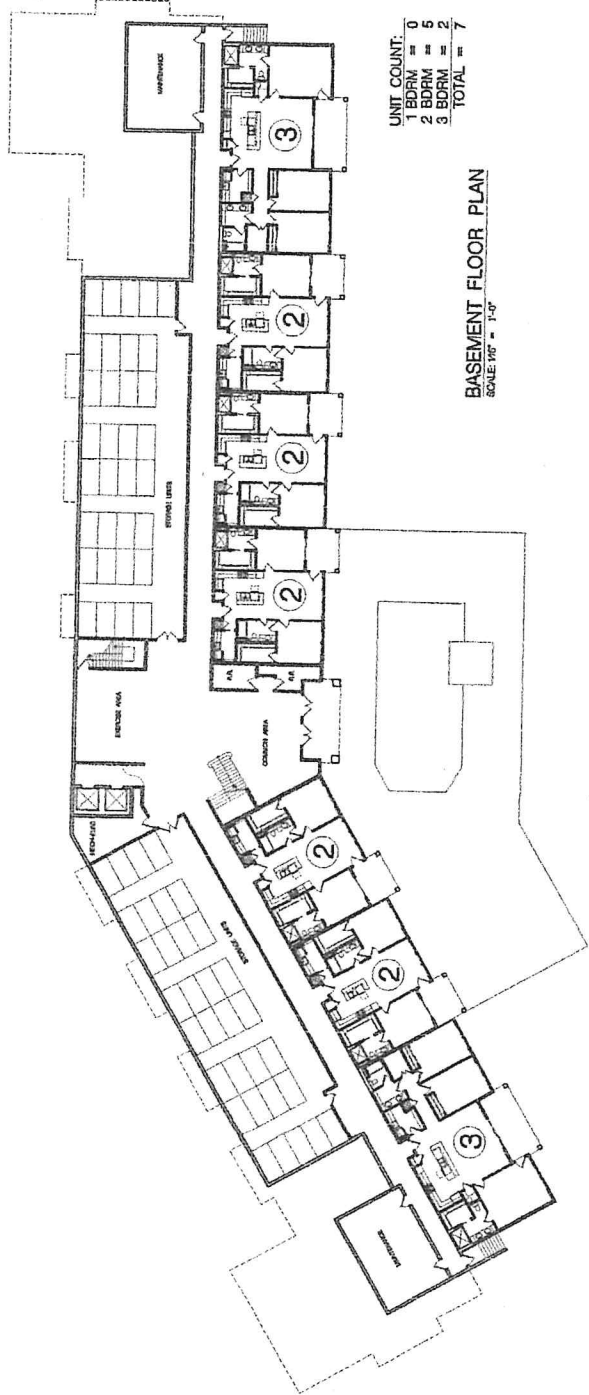
**DIAMONDHEAD CONDOMINIUMS**  
 DIAMONDHEAD, MISSISSIPPI

SHEET TITLE: **BASEMENT & FIRST FLOOR PLANS**

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

DATE: 06-12-23  
 DRAWN: TJA  
 CHECKED: F.A.L.

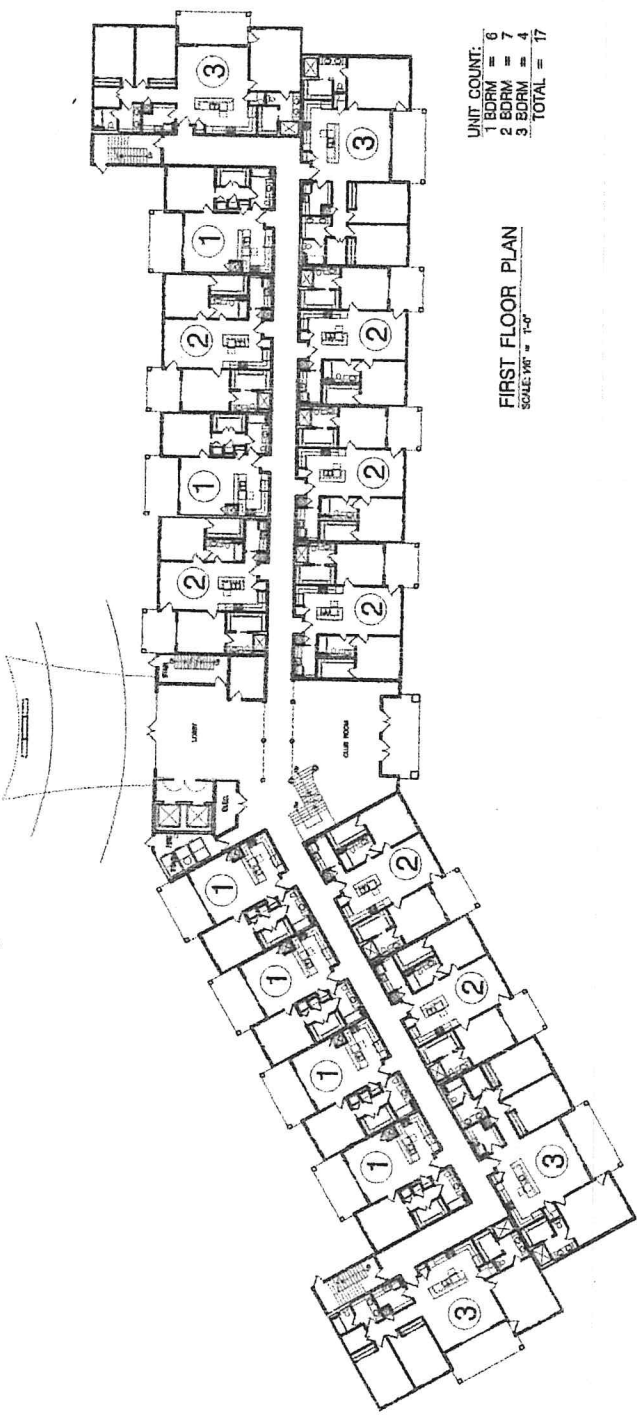
Item No. 3.  
**A2.**



UNIT COUNT:

1 BDRM	=	0
2 BDRM	=	5
3 BDRM	=	2
<b>TOTAL</b>	<b>=</b>	<b>7</b>

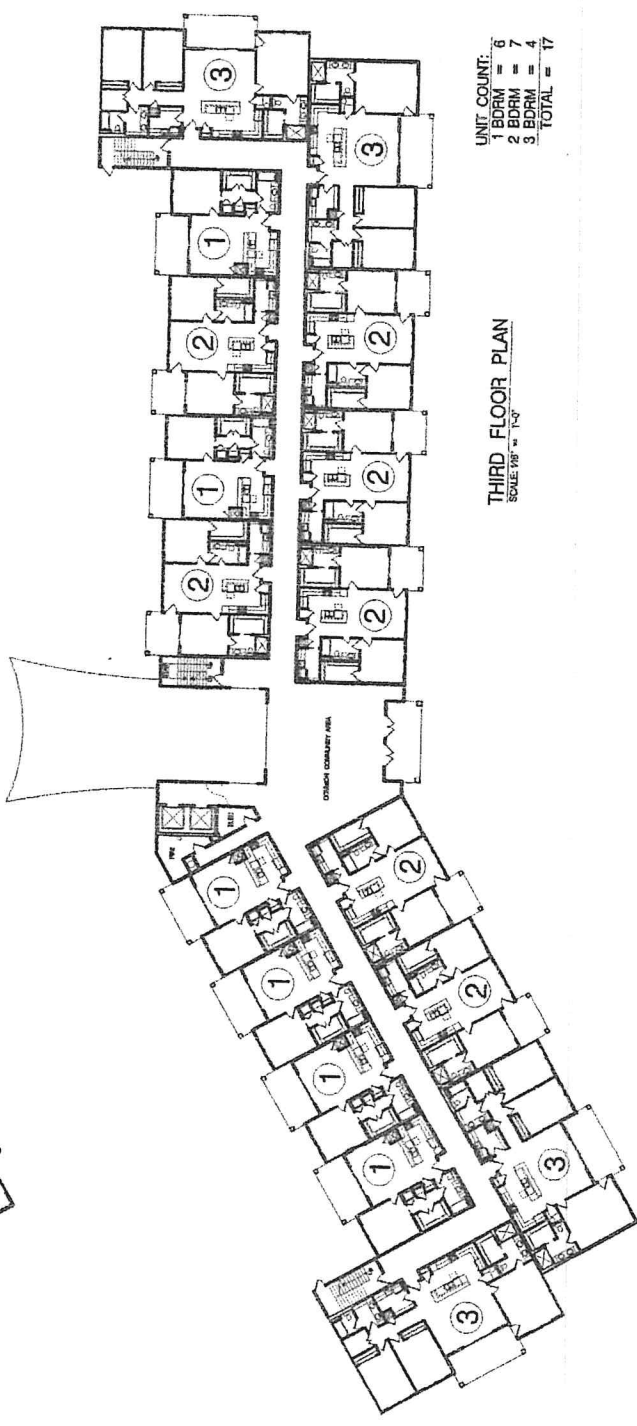
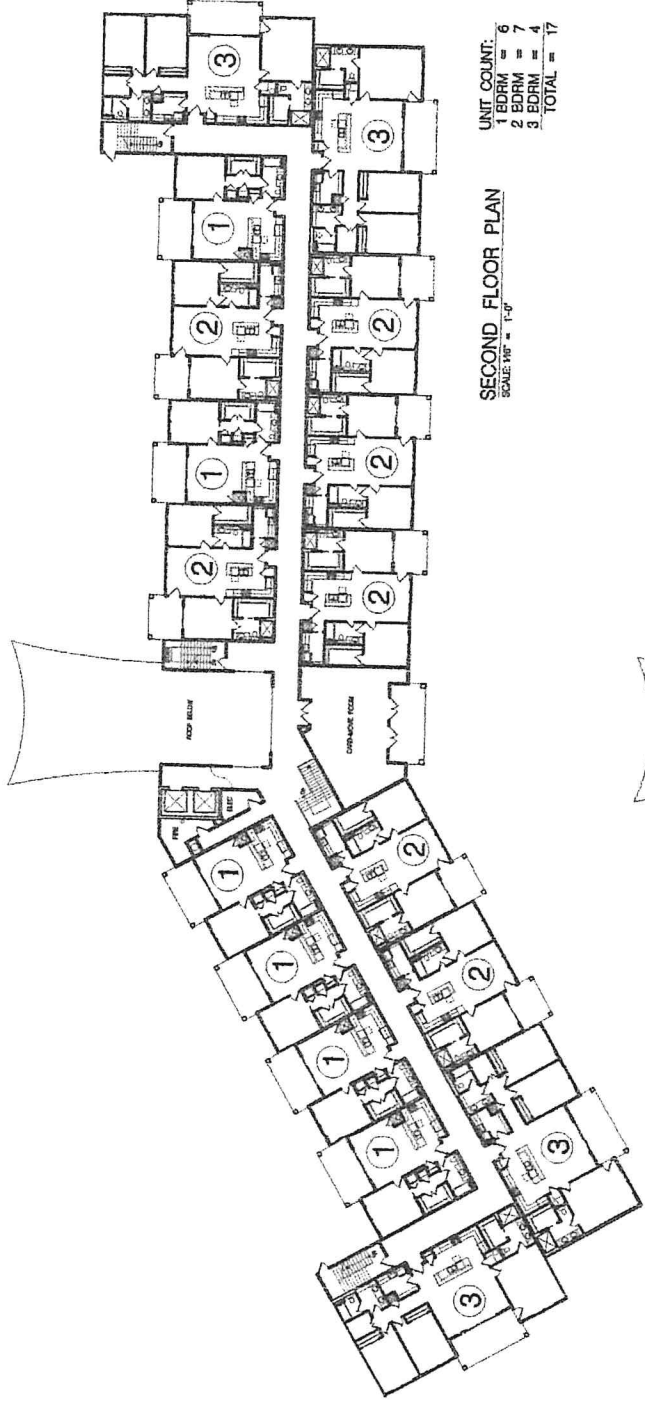
**BASEMENT FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"



UNIT COUNT:

1 BDRM	=	6
2 BDRM	=	7
3 BDRM	=	4
<b>TOTAL</b>	<b>=</b>	<b>17</b>

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



REVISIONS	NO.	DATE:



**FRANK GENZER JR. ARCHITECT**  
 16 S. Lake St.  
 Suite 105  
 Diamondhead, MS 39525  
 Phone: 391-2234  
 Fax: 391-2235

DATE: 01-12-23

# DIAMONDHEAD CONDOMINIUMS

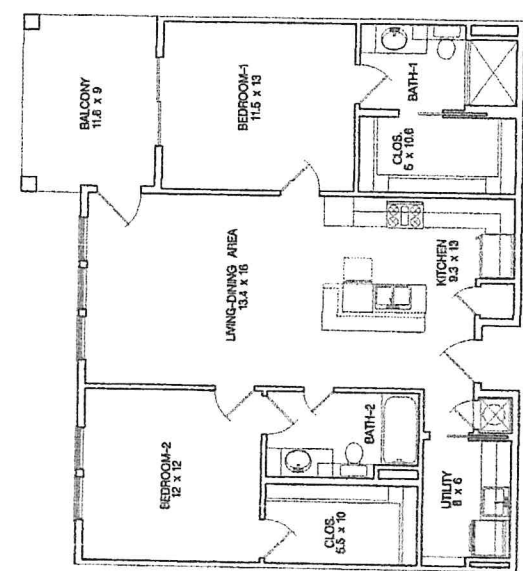
PROJECT: DIAMONDHEAD, MISSISSIPPI

SHEET TITLE: UNIT FLOOR PLANS

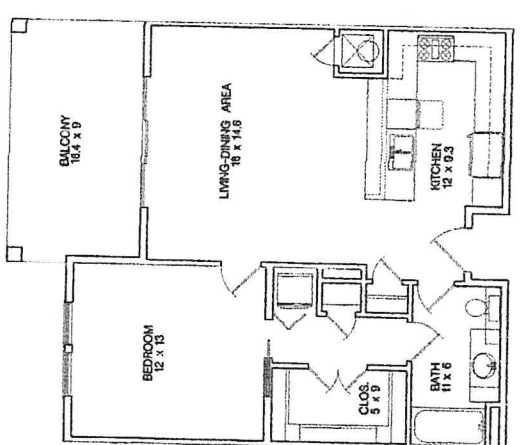
UNLAWING SUBSTITUTIONS:  
 PRELIM. DES.  CODE REV.  
 DEL. DEV. BID  CONST. DOC.  
 DATE: 01-12-23

DRWN: T.H.  
 CRDL: F.G.L.

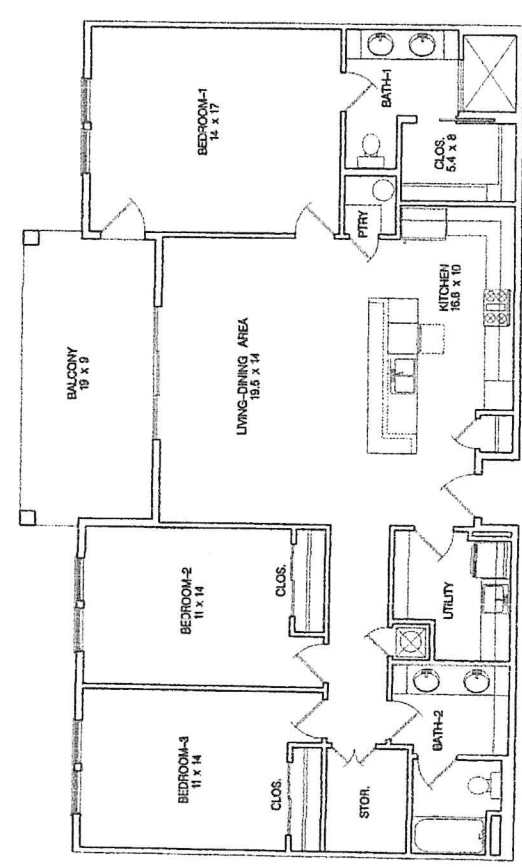
FILE: A4.  
 SHEET: Item No. 3.



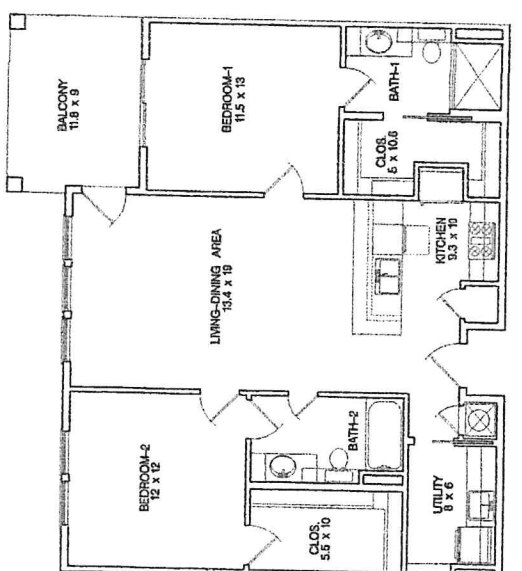
① 1-BEDROOM UNIT PLAN  
 SCALE 1/8" = 1'-0"  
 1,015 s.f. Inside Heat-Cool  
 140 s.f. Outside Heat-Cool  
 1,155 s.f. Balcony Heat-Cool  
 1,182 s.f. Total Unit Area



② 2-BEDROOM UNIT PLAN  
 SCALE 1/8" = 1'-0"  
 730.5 s.f. Inside Heat-Cool  
 140 s.f. Outside Heat-Cool  
 870 s.f. Balcony Heat-Cool  
 950 s.f. Total Unit Area

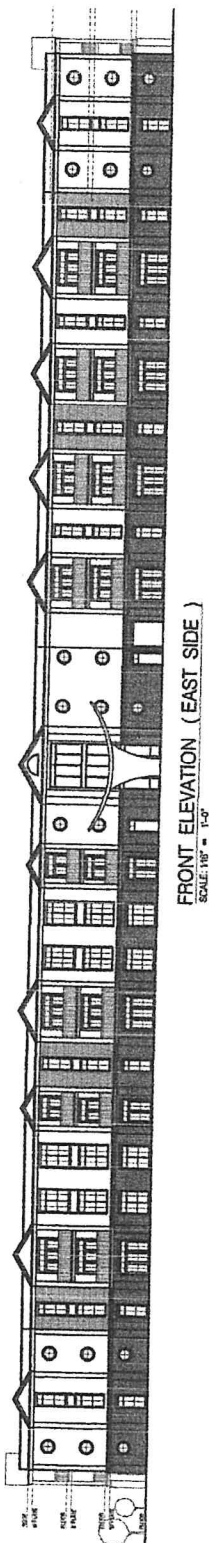


③ 3-BEDROOM UNIT PLAN  
 SCALE 1/8" = 1'-0"  
 1,525 s.f. Inside Heat-Cool  
 140 s.f. Outside Heat-Cool  
 178 s.f. Balcony Heat-Cool  
 1,784 s.f. Total Unit Area

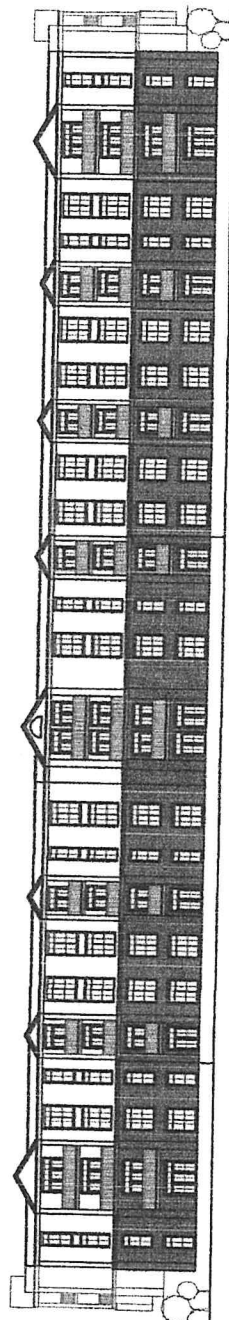


② 1-BEDROOM UNIT PLAN  
 SCALE 1/8" = 1'-0"  
 1,015 s.f. Inside Heat-Cool  
 140 s.f. Outside Heat-Cool  
 1,155 s.f. Balcony Heat-Cool  
 1,182 s.f. Total Unit Area

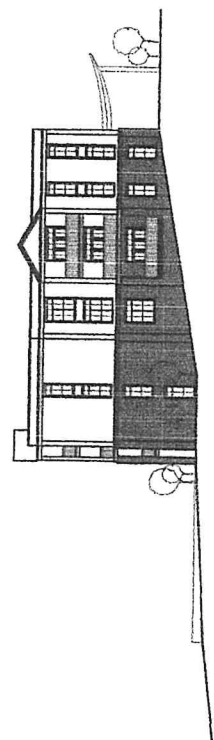




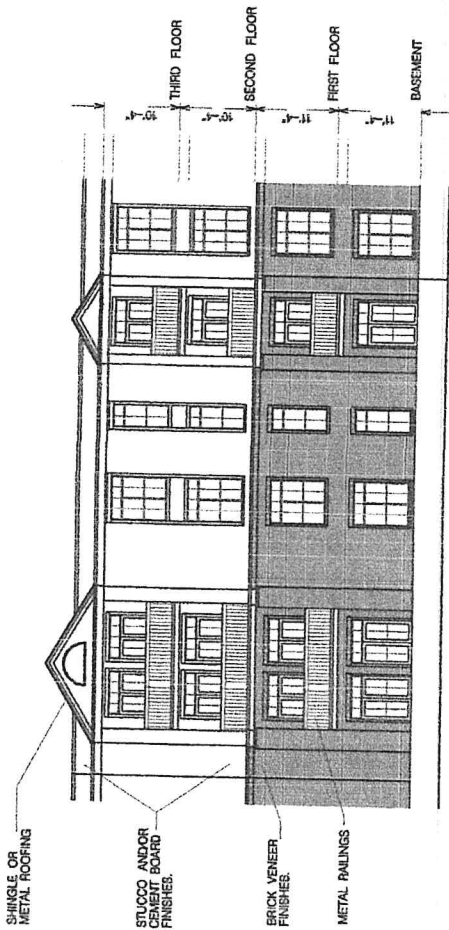
FRONT ELEVATION (EAST SIDE)  
SCALE: 1/8" = 1'-0"



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



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



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

- SHINGLE OR METAL ROOFING
- STUCCO AND/OR CEMENT BOARD FINISHES
- BRICK VENEER FINISHES
- METAL PANELING

NO.	DATE	REVISIONS

**FRANK GENZER JR. AIA**  
**ARCHITECT**  
 200 N. LINDEN ST.  
 SUITE 100  
 MEMPHIS, TN 38102  
 P: 901.527.4123

**DISCLAIMER:**  
 THE ARCHITECT HAS PREPARED THESE DRAWINGS TO BE USED IN ACCORDANCE WITH THE PROFESSIONAL SEAL OF THE ARCHITECTS OF THE STATE OF MISSISSIPPI. THE ARCHITECT HAS NOT CONDUCTED A VISUAL SURVEY OF THE SITE NOR HAS HE CONDUCTED ANY INVESTIGATION OF THE EXISTING CONDITIONS OF THE SITE. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING CONDITIONS OF THE SITE. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING CONDITIONS OF THE SITE. THE ARCHITECT HAS NOT CONDUCTED ANY INVESTIGATION OF THE EXISTING CONDITIONS OF THE SITE.

**DIAMONDHEAD CONDOMINIUMS**  
 DIAMONDHEAD, MISSISSIPPI

**SHEET TITLE**  
 EXTERIORS

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

**DRWN:** T.J.L.  
**CHKD:** F.A.G.  
**FILE**

**SHEET NO.**  
**A5.**  
**Item No. 3.**



5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228.222.4626 Fax: 228-222-4390

TO: City Council and City Manager

FROM: J. Pat Rich, Development Coordinator

DATE: September 27, 2023

SUBJECT: Cure Land Company, LLC, Rezone Request

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

TCMU district is in zoning ordinance.

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

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

Follows Comprehensive Plan recommendation.

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



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

STAFF REPORT TO PLANNING COMMISSION

DATE: September 26, 2023

CASE FILE NUMBER: 202300417

APPLICANT: Cure Land Company, LLC / Carlene Alfonso

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

PHYSICAL STREET ADDRESS: 5410 Gex Drive

ZONING DISTRICT: C-1 General Commercial

TYPE OF APPLICATION: Zoning Change

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

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

ACTION BY THE PLANNING COMMISSION:

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

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

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

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

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

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

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL, ("THE GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI ("THE CITY"), AUTHORIZING CITY OFFICES CLOSED IN OBSERVANCE OF THANKSGIVING, CHRISTMAS AND NEW YEAR HOLIDAYS.

**WHEREAS**, the State of Mississippi recognizes Thanksgiving, Christmas Day and New Year's Day are declared legal holidays pursuant MS Code Ann. Section 3-3-7; and

**WHEREAS**, on the 8th day of November 2023 Governor Tate Reeves proclaimed the following Holidays:

- Thursday, November 23, 2023 in observance Thanksgiving Day
- Monday, December 25, 2023 in observance of Christmas Day
- Monday, January 1, 2024 in observance of New Year's Day

**IN ADDITION**, Governor Tate Reeves further authorized the executive officers of all state agencies, in their discretion after considering the interest of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 24, 2023 in further observance of Thanksgiving holiday and Tuesday, December 26, 2023 in further observance of Christmas and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

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

That the City of Diamondhead does hereby declare November 23 and 24, 2023, December 25 and 26, 2023 and January 1, 2024 to be City of Diamondhead holidays and shall close its offices in further observance of said holidays.

**SO BE IT RESOLVED** this 21st day of November, 2023.

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 Liese	_____	_____	_____
Councilmember Cumberland	_____	_____	_____
Councilmember Clark	_____	_____	_____
Councilmember Maher	_____	_____	_____
Mayor Depreo	_____	_____	_____

\_\_\_\_\_  
 Nancy Depreo, Mayor

Attest:

\_\_\_\_\_  
 Jeannie Klein, City Clerk

seal

# STATE OF MISSISSIPPI

## Office of the Governor



### PROCLAMATION

**WHEREAS**, pursuant to Mississippi Code Ann. § 3-3-7(1), Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

**WHEREAS**, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states; and

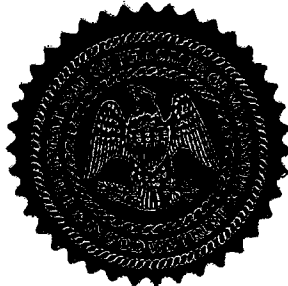
**WHEREAS**, let us be mindful of the words of President Ronald Reagan during the upcoming holiday season: *"Let us pause from our many activities to give thanks to Almighty God for our bountiful harvests and abundant freedoms. Let us call upon Him for continued guidance and assistance in all our endeavors. And let us be mindful of the faith and spiritual values that have made our Nation great and that alone can keep us great."*

**NOW, THEREFORE**, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 23, 2023, in observance of THANKSGIVING DAY; on Monday, December 25, 2023, in observance of CHRISTMAS DAY; and on Monday, January 1, 2024, in observance of NEW YEAR'S DAY.

**IN ADDITION**, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 24, 2023, in further observance of the Thanksgiving holiday, and on Tuesday, December 26, 2023, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

**DONE** in the City of Jackson, on the 8<sup>th</sup> day of November in the year of our Lord, two thousand and twenty-three, and of the Independence of the United States of America, the two hundred and forty-eighth.



**TATE REEVES  
GOVERNOR**

**BY THE GOVERNOR**

**MICHAEL WATSON  
SECRETARY OF STATE**

2023-301 Item No.5.

**RECEIVED**  
 OCT 13 2023  
*garber*



**INVOICE**

**Pickering Firm, Inc.**

Facility Design • Civil Engineering • Surveying •  
 Transportation • Natural / Water Resources  
 126 Rue Magnolia, Biloxi, MS 39530  
 PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

October 5, 2023  
 Project No: 26319.00  
 Invoice No: 0094114

Client Contact: Jon McCraw

Ahuli Drainage Improvements  
 Project Number: 26319.00

**Professional Services from May 28, 2023 to September 30, 2023**

Task	001	Boundary and Topographic Survey		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	13,000.00
Limit				13,000.00
			<b>Total this Task</b>	<b>0.00</b>

Task	002	Wetland Delineation		
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			0.00	4,505.00
Limit				6,500.00
Remaining				1,995.00
			<b>Total this Task</b>	<b>0.00</b>

Task	003	Wetland Permitting Assistance		
<b>Professional Personnel</b>				
			<b>Hours</b>	<b>Rate</b>
SCIENTIST				<b>Amount</b>
McWhorter, Lauren			6.00	115.00
Totals			6.00	690.00
<b>Total Labor</b>				<b>690.00</b>
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>
Total Billings			690.00	1,360.00
Limit				8,000.00
Remaining				5,950.00
			<b>Total this Task</b>	<b>\$690.00</b>

Task	004	Engineering Design		
------	-----	--------------------	--	--



Project 26319.00 Ahuli Drainage Improvements Invoice 0094114

Professional Personnel

	Hours	Rate	Amount	
SENIOR PROJECT MANAGER (MIN 15 YR)				
Greer, Anthony	.50	135.00	67.50	
Totals	.50		67.50	
<b>Total Labor</b>				<b>67.50</b>

Billing Limits	Current	Prior	To-Date	
Total Billings	67.50	16,587.50	16,655.00	
Limit			23,000.00	
Remaining			6,345.00	
			<b>Total this Task</b>	<b>\$67.50</b>

-----

Task	005	Project Bidding	Current	Prior	To-Date	
<b>Billing Limits</b>						
Total Billings			0.00	0.00	0.00	
Limit					4,000.00	
Remaining					4,000.00	
					<b>Total this Task</b>	<b>0.00</b>

-----

Task	006	CE&I	Current	Prior	To-Date	
<b>Billing Limits</b>						
Total Billings			0.00	0.00	0.00	
Limit					20,000.00	
Remaining					20,000.00	
					<b>Total this Task</b>	<b>0.00</b>
					<b>Total this Invoice</b>	<b>\$757.50</b>

Project 26319.00 Ahuli Drainage Improvements Invoice 0094114

# Billing Backup

Thursday, October 5, 2023

Pickering

Invoice 0094114 Dated 10/5/2023

4:57:06 PM

Task 003 Wetland Permitting Assistance

### Professional Personnel

			Hours	Rate	Amount	
SCIENTIST						
02101	McWhorter, Lauren	6/22/2023	6.00	115.00	690.00	
	Totals		6.00		690.00	
	<b>Total Labor</b>					<b>690.00</b>
						<b>Total this Task \$690.00</b>

Task 004 Engineering Design

### Professional Personnel

			Hours	Rate	Amount	
SENIOR PROJECT MANAGER (MIN 15 YR)						
02600	Greer, Anthony	7/5/2023	.50	135.00	67.50	
	Totals		.50		67.50	
	<b>Total Labor</b>					<b>67.50</b>
						<b>Total this Task \$67.50</b>
						<b>Total this Project \$757.50</b>
						<b>Total this Report \$757.50</b>

# Detailed Timesheet for the Period Ending 6/24/2023

Friday, October 6, 2023  
8:51:54 AM

Pickering

Employee 02101 McWhorter, Lauren Liddon

Total Hr	Sun 6/18	Mon 6/19	Tue 6/20	Wed 6/21	Thu 6/22	Fri 6/23	Sat 6/24
26319.00							
003							
80111							
Reg					6.00		

Ahuli Drainage Improvements Client: City of Diamondhead  
Wetland Permitting Assistance

# Detailed Timesheet for the Period Ending 7/8/2023

Friday, October 6, 2023

8:57:39 AM

Pickering

Employee 02600 Greer, Anthony S

26319.00  
004

Ahuli Drainage Improvements  
Engineering Design

Client: City of Diamondhead

89117

Reg

Total Hr	Sun 7/2	Mon 7/3	Tue 7/4	Wed 7/5	Thu 7/6	Fri 7/7	Sat 7/8
.50				.50			

7/5 Project correspondence related to environmental.

---

November 2, 2023

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

**Re: Pay Application #2  
Noma Drive Improvements  
Moran Hauling Inc.**

Dear Mr. McCraw:

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

With that said, I recommend that the Council pay Moran Hauling Inc., in the amount of \$178,400.27. Please do not hesitate to contact me should you have any questions.

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**



Sarah McLellan, P.E.  
Project Engineer

Enclosures: Moran Hauling Inc., Pay Application #2

**APPLICATION AND CERTIFICATION FOR PAYMENT**

ALA DOCUMENT G702

PAGE ONE OF

PAGES

Item No.6.

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

PROJECT: Noma Drive Improvements

APPLICATION NO: 2

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- ENGINEER
- 

FROM CONTRACTOR:

VIA ARCHITECT: Covington Engineering

Moran Hauling Inc.

10380 Three Rivers Rd

Gulfport, MS 39503

CONTRACT FOR: Noma Drive Improvements

PERIOD TO: 10/31/2023

PROJECT NOS: 16383.08

CONTRACT DATE: 9/1/2023

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM	\$	<u>1,068,927.55</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,068,927.55</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>295,349.89</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>14,767.49</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>14,767.49</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>280,582.39</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>102,182.12</u>
8. CURRENT PAYMENT DUE	\$	<u>178,400.27</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>788,345.16</u>

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

CONTRACTOR: Moran Hauling Inc  
By: [Signature] Date: 11-1-23  
State of: Mississippi County of: Harrison  
Subscribed and sworn to before me this 1 day of November  
Notary Public: Danielle James  
My Commission expires: 4.10.27



**GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED ..... \$ 178,400.27

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

GENERAL CONTRACTOR:  
By: Sarah McLellan, P.E. Date: 11/2/2023

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

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



**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

Item No.6.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 11/1/2023

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

PERIOD TO: 10/31/2023

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

ARCHITECT'S PROJECT NO:

A NO.	B				C SCHEDULED VALUE	D		E		F MATERIALS STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
	DESCRIPTION OF WORK	Units	Units of Measure	Unit Price		Total work in units		WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
						Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	1	LS	\$68,609.00	\$68,609.00	0.25	0.25	\$17,152.25	\$17,152.25		\$34,304.50	50.00%	\$34,304.50	\$1,715.23
2	Maintenance of Traffic	1	LS	\$20,725.00	\$20,725.00	0.25	0.25	\$5,181.25	\$5,181.25		\$10,362.50	50.00%	\$10,362.50	\$518.13
3	Clearing and Grubbing	1	LS	\$5,500.00	\$5,500.00	0.75	0.25	\$4,125.00	\$1,375.00		\$5,500.00	100.00%		\$275.00
4	Silt Fence	4,000	LF	\$4.00	\$16,000.00	3644	0	\$14,576.00	\$0.00		\$14,576.00	91.10%	\$1,424.00	\$728.80
5	Wattles	120	LF	\$5.00	\$600.00	0	0	\$0.00	\$0.00			0.00%	\$600.00	\$0.00
6	Hydroseeding	6,120	SY	\$0.77	\$4,712.40	0	0	\$0.00	\$0.00			0.00%	\$4,712.40	\$0.00
7	Sodding	300	SY	\$8.00	\$2,400.00	0	0	\$0.00	\$0.00			0.00%	\$2,400.00	\$0.00
8	Removal of paving (All sizes and Thicknesses)	6,000	SY	\$3.58	\$21,480.00	0	6000	\$0.00	\$21,480.00		\$21,480.00	100.00%		\$1,074.00
9	Stripping Excavation, PM	600	CY	\$10.50	\$6,300.00	248	0	\$2,604.00	\$0.00		\$2,604.00	41.33%	\$3,696.00	\$130.20
10	Excaess Excavation, LVM	900	CY	\$8.50	\$7,650.00	508	0	\$4,318.00	\$0.00		\$4,318.00	56.44%	\$3,332.00	\$215.90
11	Borrow Material, Type A and B, LVM	1,700	CY	\$14.00	\$23,800.00	140	352	\$1,960.00	\$4,928.00		\$6,888.00	28.94%	\$16,912.00	\$344.40
12	610 Granular Aggregate Base	1,700.0	CY	\$123.50	\$209,950.00	466.75	981.16	\$57,643.63	\$121,173.26		\$178,816.89	85.17%	\$31,133.12	\$8,940.84
13	3" Asphalt Binder Course (ST, 12.5mm)	6,150	SY	\$26.50	\$162,975.00	0	0	\$0.00	\$0.00			0.00%	\$162,975.00	\$0.00
14	1.5" Asphalt Surface Course (ST 9.5mm)	6,150	SY	\$15.79	\$97,108.50	0	0	\$0.00	\$0.00			0.00%	\$97,108.50	\$0.00
15	2" Asphalt Surface Course (ST 9.5mm)	3,150	SY	\$27.25	\$85,837.50	0	0	\$0.00	\$0.00			0.00%	\$85,837.50	\$0.00
16	Geotextile Fabric-MDOT Type IV	6,150	SY	\$2.75	\$16,912.50	0	6000	\$0.00	\$16,500.00		\$16,500.00	97.56%	\$412.50	\$825.00
17	Traffic Markings	1	LS	\$42,710.00	\$42,710.00	0	0	\$0.00	\$0.00			0.00%	\$42,710.00	\$0.00
18	Concrete Sidewalk 4" thick	220	SY	\$86.01	\$18,922.20	0	0	\$0.00	\$0.00			0.00%	\$18,922.20	\$0.00
19	Sawcut and removal of curb and gutter	75	LF	\$26.00	\$1,950.00	0	0	\$0.00	\$0.00			0.00%	\$1,950.00	\$0.00
	<b>ADD ALT #1</b>													
A1-1	1.5" Asphalt Surface Course (ST 9.5mm)Overlay	11,400	SY	\$14.60	\$166,440.00	0	0	\$0.00	\$0.00			0.00%	\$166,440.00	\$0.00
A1-2	Traffic Markings-Overlay	1	LS	\$50,000.00	\$50,000.00	0	0	\$0.00	\$0.00			0.00%	\$50,000.00	\$0.00
	<b>ADD ALT #2</b>													
A2-1	Pavers	715	SF	\$53.63	\$38,345.45	0	0	\$0.00	\$0.00			0.00%	\$38,345.45	\$0.05
	<b>TOTAL</b>				\$1,068,927.55				\$187,789.76		\$295,349.89		\$773,577.67	\$14,767.49

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

2023-393

Item No.7.



2300 14th Street  
Gulfport, MS 39501

# Invoice

**Invoice #:** 16383.08-20  
**Invoice Date:** 10/5/2023  
**Due Date:** 11/4/2023  
**Project:** 16383.08 Commercial Di...  
**P.O. Number:**  
**Terms:** Net 30

**Bill To:** [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project - Noma Drive Improvements Professional Engineering Services Services Provided 08/01/2023 - 09/30/2023			
Task 1 - Topographic and Boundary Survey	0	24,000.00	0.00
Task 2 - Design Phase	0	29,800.00	0.00
Task 3 - Permitting	0	0.00	0.00
Task 4 - Land Acquisition Documents	0	0.00	0.00
Task 5 - Geotechnical Investigations	0	12,000.00	0.00
Task 6 - Final Design	0	41,500.00	0.00
Task 7 - Bidding	0	6,800.00	0.00
Task 8 - Construction Engineering and Inspection	0	75,600.00	0.00
Ben Benvenuti, Principal Engineer	1	190.00	190.00
Andrew Levens, Engineer IV	4	165.00	660.00
Sarah McLellan, Engineer III	47.75	145.00	6,923.75
Brent Ladner, Senior CAD Tech	11	90.00	990.00
Don Fayard, 1 Man GPS Survey Crew	1	140.00	140.00
Kenneth Page, RPR	1.5	85.00	127.50
Ryan Ladner, RPR	58	85.00	4,930.00
Mileage, per mile	165	0.655	108.08
Subtotal of Task 8 - Construction Engineering and Inspection			14,069.33

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

<b>Total</b>	<b>\$14,069.33</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$14,069.33</b>





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

Project Title Project Number Invoice #	Commercial District Transformation Project - Noma Drive Improvements					
	16383.08					
	16383.08-20					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 24,000.00	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	100.00%
Task 2 - Preliminary Design	\$ 29,800.00	\$ 29,800.00	\$ -	\$ 29,800.00	\$ -	100.00%
Task 3 - Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Task 4 - Land Acquisition Support Documents	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Task 5 - Geotechnical Investigations	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	100.00%
Task 6 - Final Design	\$ 41,500.00	\$ 41,500.00	\$ -	\$ 41,500.00	\$ -	100.00%
Task 7 - Bidding	\$ 6,800.00	\$ 6,800.00	\$ -	\$ 6,800.00	\$ -	100.00%
Task 8 - Construction Engineering and Inspection	\$ 75,600.00	\$ -	\$ 14,069.33	\$ 14,069.33	\$ 61,530.67	18.61%
<b>Total</b>	<b>\$ 189,700.00</b>	<b>\$ 114,100.00</b>	<b>\$ 14,069.33</b>	<b>\$ 128,169.33</b>	<b>\$ 61,530.67</b>	<b>68%</b>
<p>*Task 8 is based on a 12-month construction schedule. Tasks 1, 2, 5, and 7 shall be billed as a fixed fee lump sum cost based on percentage complete. Task 4 and 8 shall be billed per the attached rate schedule</p>						

# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

**FILTERS USED :**

Project In : 16383.08 Site EngineeringT8A | Construction - Noma Dr.  
 and Billable : Yes  
 and Time Expense Date In : 8/1/2023 To 9/30/2023

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Andrew Levens</b>						
<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/26/2023	Engineer IV:	Engineer IV	1.00	\$165.00	\$165.00	S B
	<i>Weekly meeting</i>					
9/19/2023	Engineer IV:	Engineer IV	1.00	\$165.00	\$165.00	S B
	<i>Weekly project meeting</i>					
9/5/2023	Engineer IV:	Engineer IV	1.00	\$165.00	\$165.00	S B
	<i>Project coordination</i>					
8/24/2023	Engineer IV:	Engineer IV	1.00	\$165.00	\$165.00	A B
	<i>Pre-con</i>					
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>4.00</b>		<b>\$660.00</b>	
<b>Total Services:</b>			<b>4.00</b>		<b>\$660.00</b>	
<b>Total Services For Andrew Levens:</b>			<b>4.00</b>		<b>\$660.00</b>	

**Benjamin B Benvenuto**

<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
8/24/2023	PE:	Principal Engineer	1.00	\$190.00	\$190.00	S B
	<i>Pre-construction meeting</i>					
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>1.00</b>		<b>\$190.00</b>	
<b>Total Services:</b>			<b>1.00</b>		<b>\$190.00</b>	

GROUPED BY Employee

# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Benjamin B Benvenuti</b>						
<b>EXPENSES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
8/24/2023	Mileage:	Mileage, per mile	49.00	\$0.66	\$32.10	S B
	<i>Pre-bud meeting</i>					
<b>TOTAL EXPENSES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>49.00</b>		<b>\$32.10</b>	
<b>Total Expenses:</b>			<b>49.00</b>		<b>\$32.10</b>	
<b>Total Services For Benjamin B Benvenuti:</b>			<b>1.00</b>		<b>\$190.00</b>	
<b>Total Expenses For Benjamin B Benvenuti:</b>			<b>49.00</b>		<b>\$32.10</b>	
<b>Brent Ladner</b>						
<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/11/2023	Sr. CAD Tech:	Senior CAD Tech	3.00	\$90.00	\$270.00	S B
	<i>Project Discussion and Easements</i>					
8/29/2023	Sr. CAD Tech:	Senior CAD Tech	1.00	\$90.00	\$90.00	S B
	<i>Survey Plats for Proposed Right-of-Way</i>					
8/28/2023	Sr. CAD Tech:	Senior CAD Tech	2.00	\$90.00	\$180.00	S B
	<i>Drawing Survey Plats</i>					
8/21/2023	Sr. CAD Tech:	Senior CAD Tech	3.00	\$90.00	\$270.00	A B
	<i>Survey Drawings</i>					
8/17/2023	Sr. CAD Tech:	Senior CAD Tech	2.00	\$90.00	\$180.00	A B
	<i>Property Acquisition Drawings</i>					
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>11.00</b>		<b>\$990.00</b>	
<b>Total Services:</b>			<b>11.00</b>		<b>\$990.00</b>	
<b>Total Services For Brent Ladner:</b>			<b>11.00</b>		<b>\$990.00</b>	

GROUPED BY Employee



# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Don Fayard</b>						
<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/5/2023		1 Man GPS Survey Crew: 1 Man GPS Survey Crew <i>Restake Control Points for construction. ( per Sarah)</i>	1.00	\$140.00	\$140.00	S B
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>1.00</b>		<b>\$140.00</b>	
<b>Total Services:</b>			<b>1.00</b>		<b>\$140.00</b>	
<b>Total Services For Don Fayard:</b>			<b>1.00</b>		<b>\$140.00</b>	
<b>Kenneth Page</b>						
<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
8/24/2023	RPR:	Resident Project Representative <i>pre-construction meeting</i>	1.50	\$85.00	\$127.50	A B
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>1.50</b>		<b>\$127.50</b>	
<b>Total Services:</b>			<b>1.50</b>		<b>\$127.50</b>	
<b>Total Services For Kenneth Page:</b>			<b>1.50</b>		<b>\$127.50</b>	
<b>Ryan Ladner</b>						
<b>SERVICES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/29/2023	RPR:	Resident Project Representative <i>Site visit</i>	4.00	\$85.00	\$340.00	S B
9/28/2023	RPR:	Resident Project Representative <i>Site visit</i>	4.50	\$85.00	\$382.50	S B
9/27/2023	RPR:	Resident Project Representative <i>Site visit</i>	4.50	\$85.00	\$382.50	S B

GROUPED BY Employee

# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Ryan Ladner</b>						
<b>SERVICES</b>						
9/26/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/25/2023	RPR:	Resident Project Representative	3.00	\$85.00	\$255.00	S B
		<i>Site visit</i>				
9/22/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/21/2023	RPR:	Resident Project Representative	3.00	\$85.00	\$255.00	S B
		<i>Site visit</i>				
9/20/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/19/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/18/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/15/2023	RPR:	Resident Project Representative	5.00	\$85.00	\$425.00	S B
		<i>Site visit</i>				
9/14/2023	RPR:	Resident Project Representative	3.00	\$85.00	\$255.00	S B
		<i>Site visit</i>				
9/13/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				
9/12/2023	RPR:	Resident Project Representative	4.00	\$85.00	\$340.00	S B
		<i>Site visit</i>				

GROUPED BY Employee

# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Ryan Ladner</b>						
<b>SERVICES</b>						
9/11/2023	RPR:	Resident Project Representative	3.00	\$85.00	\$255.00	S B
		<i>Site visit</i>				
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>58.00</b>		<b>\$4,930.00</b>	
			<b>Total Services:</b>		<b>\$4,930.00</b>	
<b>EXPENSES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/11/2023	Mileage:	Mileage, per mile	24.00	\$0.66	\$15.72	S B
		<i>From office to Noma dr</i>				
<b>TOTAL EXPENSES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>24.00</b>		<b>\$15.72</b>	
			<b>Total Expenses:</b>		<b>\$15.72</b>	
			<b>Total Services For Ryan Ladner:</b>		<b>\$4,930.00</b>	
			<b>Total Expenses For Ryan Ladner:</b>		<b>\$15.72</b>	

**Sarah McLellan**

**SERVICES**

**16383.08 Site EngineeringT8A | Construction - Noma Dr.**

9/29/2023	Engineer III:	Engineer III	1.00	\$145.00	\$145.00	S B
		<i>Submittals</i>				
9/28/2023	Engineer III:	Engineer III	1.50	\$145.00	\$217.50	S B
		<i>Asphalt submittal</i>				
9/27/2023	Engineer III:	Engineer III	1.00	\$145.00	\$145.00	S B
		<i>Cruising the Coast Coordination, Construction Progress</i>				
9/26/2023	Engineer III:	Engineer III	1.00	\$145.00	\$145.00	S B
		<i>Weekly onsite meeting with City and Contractor</i>				

GROUPED BY Employee

# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Sarah McLellan</b>						
<b>SERVICES</b>						
9/25/2023	Engineer III:	Engineer III <i>City Hall Silt Fence Coordination</i>	0.50	\$145.00	\$72.50	S B
9/20/2023	Engineer III:	Engineer III <i>Submittal 1 and 2, Noma Drive Waterfront Water Valve Conflict</i>	1.50	\$145.00	\$217.50	S B
9/19/2023	Engineer III:	Engineer III <i>Onsite meeting with Contractor, Sidewalk elevation at Manhole</i>	3.00	\$145.00	\$435.00	S B
9/18/2023	Engineer III:	Engineer III <i>Meeting with RPR to discuss progress, Prepared for Onsite Meeting</i>	0.75	\$145.00	\$108.75	S B
9/15/2023	Engineer III:	Engineer III <i>Submittals, Meeting with RPR to discuss design and progress, scheduled meeting, RPR field reports, Manhole sidewalk conflict</i>	3.50	\$145.00	\$507.50	S B
9/14/2023	Engineer III:	Engineer III <i>Change Order #1 correspondence, IFC Plans</i>	3.00	\$145.00	\$435.00	S B
9/13/2023	Engineer III:	Engineer III <i>Change Order #1, email conflict with plans</i>	4.00	\$145.00	\$580.00	S B
9/12/2023	Engineer III:	Engineer III <i>Call with Contractor about Project and Change Order, RPR Budget, IFC plans, Submitted easement plat to City</i>	3.00	\$145.00	\$435.00	S B
9/11/2023	Engineer III:	Engineer III <i>Multimodal pathway CAD file adjustment for Contractor, Change Order #1 correspondence, RPR correspondence</i>	3.00	\$145.00	\$435.00	S B
9/8/2023	Engineer III:	Engineer III <i>Easement review, meeting with RPR about project design, Change Order</i>	3.00	\$145.00	\$435.00	S B
9/5/2023	Engineer III:	Engineer III	2.25	\$145.00	\$326.25	S B

GROUPED BY Employee



# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Sarah McLellan</b>						
<b>SERVICES</b>						
<i>Executed NTP, Coordination with Surveyor to set control points</i>						
9/1/2023	Engineer III:	Engineer III	3.00	\$145.00	\$435.00	S B
<i>Created NTP, Provided Control Point Data to Contractor, Answered Contractor Questions</i>						
8/31/2023	Engineer III:	Engineer III	0.50	\$145.00	\$72.50	S B
<i>Information for Mayor</i>						
8/28/2023	Engineer III:	Engineer III	1.00	\$145.00	\$145.00	S B
<i>Provided Contractor with IFC Plans and CAD files</i>						
8/24/2023	Engineer III:	Engineer III	3.50	\$145.00	\$507.50	A B
<i>Pre-Construction Meeting, Executed Contracts, Cost Take off for Sidewalk and Pavers</i>						
8/23/2023	Engineer III:	Engineer III	3.00	\$145.00	\$435.00	A B
<i>Printed Plans and Specifications, Agenda for Pre-Construction Meeting</i>						
8/16/2023	Engineer III:	Engineer III	0.75	\$145.00	\$108.75	A B
<i>Contracts and Contractor Correspondence</i>						
8/15/2023	Engineer III:	Engineer III	1.50	\$145.00	\$217.50	A B
<i>Created Pre-Construction Meeting Agenda</i>						
8/14/2023	Engineer III:	Engineer III	1.00	\$145.00	\$145.00	A B
<i>Pre-construction meeting scheduling</i>						
8/8/2023	Engineer III:	Engineer III	1.50	\$145.00	\$217.50	A B
<i>Created contract and provided contract documents to Contractor</i>						
<b>TOTAL SERVICES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>47.75</b>		<b>\$6,923.75</b>	
<b>Total Services:</b>			<b>47.75</b>		<b>\$6,923.75</b>	

GROUPED BY Employee



# Covington Civil & Environmental, LLC

## TIME AND EXPENSES

Item No.7.

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

DATE	ITEM	DESCRIPTION	HRS/UNITS	RATE	CHARGE AMOUNT	*
<b>Sarah McLellan</b>						
<b>EXPENSES</b>						
<b>16383.08 Site EngineeringT8A   Construction - Noma Dr.</b>						
9/29/2023	Mileage:	Mileage, per mile	46.00	\$0.66	\$30.13	S B
		<i>Attended Weekly Meeting at Construction Site with City and Contractor 9/26</i>				
9/19/2023	Mileage:	Mileage, per mile	46.00	\$0.66	\$30.13	S B
		<i>Attended On-site meeting with Contractor</i>				
<b>TOTAL EXPENSES FOR 16383.08 Site EngineeringT8A   Construction - Noma Dr.:</b>			<b>92.00</b>		<b>\$60.26</b>	
<b>Total Expenses:</b>			<b>92.00</b>		<b>\$60.26</b>	
<b>Total Services For Sarah McLellan:</b>			<b>47.75</b>		<b>\$6,923.75</b>	
<b>Total Expenses For Sarah McLellan:</b>			<b>92.00</b>		<b>\$60.26</b>	
<b>Grand Total Billable Services:</b>			<b>124.25</b>		<b>\$13,961.25</b>	
<b>Grand Total Billable Expenses :</b>			<b>165.00</b>		<b>\$108.08</b>	

GROUPED BY Employee



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November 3, 2023

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

**Re: Professional Services – City of Diamondhead Fairway Dr and Kome Dr Project**

Dear Mr. McCraw:

Enclosed, for your review and approval, is a copy of Invoice #16175.08-82 services through 10/31/2023 for the referenced project.

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

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

A handwritten signature in black ink, appearing to read "BB", with a stylized flourish extending to the right.

Ben Benvenuti, P.E.  
*Principal Engineer*



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

Project Title		Kome Dr and Fairway Dr Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-82			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Engineering and Design	\$ 70,000.00	\$ -	\$ 3,500.00	\$ 66,500.00	5%
Surveying	\$ 72,000.00	\$ 7,200.00	\$ 3,600.00	\$ 61,200.00	15%
Permitting	\$ 28,000.00	\$ -	\$ -	\$ 28,000.00	0%
Bidding	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0%
Construction Inspection and Administration	\$ 85,000.00	\$ -	\$ -	\$ 85,000.00	0%
<b>Total</b>	<b>\$ 265,000.00</b>	<b>\$ 7,200.00</b>	<b>\$ 7,100.00</b>	<b>\$ 250,700.00</b>	<b>5%</b>



2300 14th Street  
Gulfport, MS 39501

# Invoice

**Invoice #:** 16175.08-82  
**Invoice Date:** 11/3/2023  
**Due Date:** 12/3/2023  
**Project:** FP WA 1 - Fairway Dr an...  
**P.O. Number:**  
**Terms:** Net 30

**Bill To:** [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Services Kome Drive and Fairway Drive - FP WA 1 Services Provided 10/01/23 - 10/31/23 PO: 1-00-24-2023			
Task 1: Engineering and Design	0.05	70,000.00	3,500.00
Task 2: Surveying	0.05	72,000.00	3,600.00
Task 3: Permitting	0	28,000.00	0.00
Task 4: Bidding	0	10,000.00	0.00
Task 5: Construction Inspection and Administration	0	85,000.00	0.00

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

<b>Total</b>	\$7,100.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$7,100.00



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November 15, 2023

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

**Re: Professional Services – City of Diamondhead Bank Stabilization Project**

Dear Mr. McCraw:

Enclosed, for your review and approval, is a copy of Invoice #16175.08-85 services through 10/31/2023 for the referenced project.

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

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

A handwritten signature in black ink, appearing to read "BB", with a long horizontal flourish extending to the right.

Ben Benvenuti, P.E.  
*Principal Engineer*



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

Project Title		Bank Stabilization Project			
Project Number		16175.08			
Invoice #		16175.08-85			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 120,000.00	\$ 66,000.00	\$ 12,000.00	\$ 42,000.00	65%
Engineering and Design	\$ 265,000.00	\$ 39,750.00	\$ -	\$ 225,250.00	15%
Permitting	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0%
<b>Total</b>	<b>\$ 430,000.00</b>	<b>\$ 105,750.00</b>	<b>\$ 12,000.00</b>	<b>\$ 312,250.00</b>	





2300 14th Street  
Gulfport, MS 39501

**Bill To:**

City of Diamondhead

Item No.7.

# Invoice

**Invoice #:** 16175.08-85  
**Invoice Date:** 11/15/2023  
**Due Date:** 12/15/2023  
**Project:** FP WA 2 - Bank Stabiliz...  
**P.O. Number:** 2023-0257  
**Terms:** Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Bank Stabilization Project PO #2023-0257 Requisition #R-05205 Services Provided 10/01/2023 - 10/31/23			
Surveying	0.1	120,000.00	12,000.00
Engineering and Design	0	265,000.00	0.00
Permitting	0	45,000.00	0.00

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

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



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November 15, 2023

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

**Re: Professional Services – City of Diamondhead Bayou Drive Drainage Project**

Dear Mr. McCraw:

Enclosed, for your review and approval, is a copy of Invoice #16175.08-83 services through 10/31/2023 for the referenced project.

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

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

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

Ben Benvenuti, P.E.  
*Principal Engineer*





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

Project Title		Bayou Drive Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-83			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Survey	\$ 5,000.00	\$ 3,500.00	\$ 1,500.00	\$ -	100%
Engineering, Design and Permitting	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	50%
Bidding	\$ 5,000.00			\$ 5,000.00	0%
Construction Inspection and Administration	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	0%
<b>Total</b>	<b>\$ 76,000.00</b>	<b>\$ 13,500.00</b>	<b>\$ 11,500.00</b>	<b>\$ 51,000.00</b>	<b>33%</b>



2300 14th Street  
Gulfport, MS 39501

**Bill To:**

City of Diamondhead

# Invoice

Item No.7.

**Invoice #:** 16175.08-83  
**Invoice Date:** 11/15/2023  
**Due Date:** 12/15/2023  
**Project:** FP WA 9 - Bayou Drive ...  
**P.O. Number:**  
**Terms:** Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Bayou Drive Drainage Project WA9 PO #9-00-28-2023 Services Provided Through 10/31/23			
Survey	0.3	5,000.00	1,500.00
Engineering, Design and Permitting	0.25	40,000.00	10,000.00
Bidding	0	5,000.00	0.00
Construction Inspection and Adminstration	0	26,000.00	0.00

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

<b>Total</b>	\$11,500.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$11,500.00



2300 14th Street  
Gulfport, MS 39501

**Bill To:** [Redacted]

City of Diamondhead

# Invoice

Item No.7.

**Invoice #:** 16175.08-86  
**Invoice Date:** 11/15/2023  
**Due Date:** 12/15/2023  
**Project:** FP WA 5 - Turnberry Dra...  
**P.O. Number:** 2023-0348  
**Terms:** Net 30

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Turnberry Drainage Project PO #2023-0348 Services Provided Through 10/31/23			
Surveying	0	19,000.00	0.00
Permitting	0	2,500.00	0.00
Engineering and Design	0.55	16,000.00	8,800.00
Bidding	0	4,500.00	0.00
Construction Inspection and Administration	0	9,500.00	0.00

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

<b>Total</b>	<b>\$8,800.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$8,800.00</b>



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

Project Title		Turnberry Drainage Project			
Project Number		16175.08			
Invoice #		16175.08-86			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Surveying	\$ 19,000.00	\$ 14,250.00	\$ -	\$ 4,750.00	75%
Permitting	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0%
Engineering and Design	\$ 16,000.00	\$ 3,200.00	\$ 8,800.00	\$ 4,000.00	75%
Bidding	\$ 4,500.00			\$ 4,500.00	0%
Construction Inspection and Administration	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	0%
<b>Total</b>	<b>\$ 51,500.00</b>	<b>\$ 17,450.00</b>	<b>\$ 8,800.00</b>	<b>\$ 25,250.00</b>	<b>51%</b>



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

Project Title		Standard Specifications and Drawings			
Project Number		16175.08			
Invoice #		16175.08-84			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Develop Standard Drawings and Specifications	\$ 28,000.00	\$ 26,600.00	\$ 1,400.00	\$ -	100%
Develop Bid Package	\$ 12,000.00	\$ 6,000.00	\$ 2,100.00	\$ 3,900.00	68%
Bidding	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0%
<b>Total</b>	<b>\$ 48,000.00</b>	<b>\$ 32,600.00</b>	<b>\$ 3,500.00</b>	<b>\$ 11,900.00</b>	



2300 14th Street  
Gulfport, MS 39501

**Bill To:**

City of Diamondhead

# Invoice

Item No.7.

**Invoice #:** 16175.08-84  
**Invoice Date:** 11/15/2023  
**Due Date:** 12/15/2023  
**Project:** WA #23 Unit Price Contr...  
**P.O. Number:** 2023-0235  
**Terms:** Net 30

Description	Hours/Qty	Rate	Amount
Standard Specifications and Drawings Services Provided through 10/31/23 PO 2023-0235			
Bidding	0	8,000.00	0.00
Develop Bid Package	0.175	12,000.00	2,100.00
Develop Standard Drawings and Specifications	0.05	28,000.00	1,400.00

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

<b>Total</b>	<b>\$3,500.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,500.00</b>





DIGITAL ENGINEERING & IMAGING, INC.

2023-396

Item No.8.

November 13, 2023

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

Re: Engineering Master Services Agreement (2021)  
Work Assignment No. 3 Beaux Vue Ph. 2 Drainage Improvements  
DE Invoice No.: 730-1001-40

Dear Mr. McCraw:

Attached please find Invoice No. 40 for professional services on the above referenced project in the amount of **\$579.50** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

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

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

November 13, 2023  
 Project No: B7301001.000  
 Invoice No: 40

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 01, 2023 to October 28, 2023**

Phase 003 Beaux Vue Ph. 2 Drainage Improvements  
 Task 20 Design

**Professional Personnel**

	Hours	Rate	Amount
Stein, John	2.00	145.00	290.00
Totals	2.00		290.00
<b>Total Labor</b>			<b>290.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	290.00	22,322.50	22,612.50
Limit			22,612.00
<b>Adjustment</b>			<b>-.50</b>
<b>Total this Task</b>			<b>\$289.50</b>

Task 30 Bidding  
**Professional Personnel**

	Hours	Rate	Amount
Stein, John	2.00	145.00	290.00
Totals	2.00		290.00
<b>Total Labor</b>			<b>290.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	290.00	0.00	290.00
Limit			1,500.00
Remaining			1,210.00
<b>Total this Task</b>			<b>\$290.00</b>
<b>Total this Phase</b>			<b>\$579.50</b>

**Billings to Date**

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	579.50	22,322.50	22,902.00
<b>Totals</b>	<b>579.50</b>	<b>26,667.50</b>	<b>27,247.00</b>
<b>Total this Invoice</b>			<b>\$579.50</b>



Project B7301001.000 DIAMON\_Master Services Agreement 21 Invoice 40

# Billing Backup

Monday, November 13, 2023

Digital Engineering & Imaging, Inc.

Invoice 40 Dated 11/13/2023

4:19:26 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Phase 003 Beaux Vue Ph. 2 Drainage Improvements

Task 20 Design

### Professional Personnel

			Hours	Rate	Amount
0111	30 - Stein, John	10/11/2023	1.50	145.00	217.50
0111	30 - Stein, John	10/13/2023	.50	145.00	72.50
	Totals		2.00		290.00
	<b>Total Labor</b>				<b>290.00</b>

**Total this Task \$290.00**

Task 30 Bidding

### Professional Personnel

			Hours	Rate	Amount
0111	30 - Stein, John	10/17/2023	.50	145.00	72.50
0111	30 - Stein, John	10/23/2023	.50	145.00	72.50
0111	30 - Stein, John	10/25/2023	1.00	145.00	145.00
	Totals		2.00		290.00
	<b>Total Labor</b>				<b>290.00</b>

**Total this Task \$290.00**

**Total this Phase \$580.00**

**Total this Project \$580.00**

**Total this Report \$580.00**



DIGITAL ENGINEERING & IMAGING, INC.

November 13, 2023

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

Re: Engineering Master Services Agreement (2021)  
Work Assignment No. 4 Roadway Improvements Phase 4  
DE Invoice No.: 730-1001-41

Dear Mr. McCraw:  
Attached please find Invoice No. 41 for professional services on the above referenced project in the amount of **\$1,122.50** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

**Digital Engineering & Imaging, Inc.**

City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

November 13, 2023  
 Project No: B7301001.000  
 Invoice No: 41

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 01, 2023 to October 28, 2023**

Phase 004 Roadway Improvements Phase 4  
 Task 45 Resident Inspection

**Professional Personnel**

	Hours	Rate	Amount	
Boynes, Clinton	14.00	75.00	1,050.00	
Stein, John	.50	145.00	72.50	
Totals	14.50		1,122.50	
<b>Total Labor</b>				<b>1,122.50</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	1,122.50	21,542.50	22,665.00	
Limit			27,375.00	
Remaining			4,710.00	
			<b>Total this Task</b>	<b>\$1,122.50</b>
			<b>Total this Phase</b>	<b>\$1,122.50</b>

<b>Billings to Date</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>	
Fee	0.00	60,625.00	60,625.00	
Labor	1,122.50	21,542.50	22,665.00	
<b>Totals</b>	<b>1,122.50</b>	<b>82,167.50</b>	<b>83,290.00</b>	
			<b>Total this Invoice</b>	<b>\$1,122.50</b>

Project B7301001.000 DIAMON\_Master Services Agreement 21 Invoice 41

# Billing Backup

Monday, November 13, 2023

Digital Engineering & Imaging, Inc. Invoice 41 Dated 11/13/2023 4:23:10 PM

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

Phase 004 Roadway Improvements Phase 4

Task 45 Resident Inspection

### Professional Personnel

			Hours	Rate	Amount	
0143	80 - Boynes, Clinton	10/2/2023	2.00	75.00	150.00	
0143	80 - Boynes, Clinton	10/3/2023	3.00	75.00	225.00	
0143	80 - Boynes, Clinton	10/4/2023	4.00	75.00	300.00	
0143	80 - Boynes, Clinton	10/5/2023	5.00	75.00	375.00	
0111	30 - Stein, John	10/16/2023	.50	145.00	72.50	
	Totals		14.50		1,122.50	
	<b>Total Labor</b>					<b>1,122.50</b>

<b>Total this Task</b>	<b>\$1,122.50</b>
<b>Total this Phase</b>	<b>\$1,122.50</b>
<b>Total this Project</b>	<b>\$1,122.50</b>
<b>Total this Report</b>	<b>\$1,122.50</b>



DIGITAL ENGINEERING & IMAGING, INC.

November 13, 2023

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


Re: Engineering Master Services Agreement (2021)  
Work Assignment No. 7 Bond Paving Project  
DE Invoice No.: 730-1001.007-09

Dear Mr. McCraw:  
Attached please find Invoice No. 09 for professional services on the above referenced project in the amount of **\$13,275.00** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures

Digital Engineering & Imaging, Inc.

City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

November 13, 2023  
 Project No: B7301001.007  
 Invoice No: 9

Project B7301001.007 Bond Paving Project  
Professional Services from October 01, 2023 to October 28, 2023

Phase 010 Preliminary  
**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Preliminary Design	40,845.00	100.00	40,845.00	40,845.00	0.00
Design	136,150.00	100.00	136,150.00	136,150.00	0.00
Bidding	13,615.00	100.00	13,615.00	13,615.00	0.00
Construction Admin	75,000.00	8.2667	6,200.00	4,600.00	1,600.00
<b>Total Fee</b>	<b>265,610.00</b>		<b>196,810.00</b>	<b>195,210.00</b>	<b>1,600.00</b>
<b>Total Fee</b>					<b>1,600.00</b>
<b>Total this Phase</b>					<b>\$1,600.00</b>

Phase 045 Resident Inspection  
**Professional Personnel**

	Hours	Rate	Amount
Bordes, Peter	18.00	75.00	1,350.00
Boynes, Clinton	130.00	75.00	9,750.00
LeBreton, David	5.00	115.00	575.00
Totals	153.00		11,675.00
<b>Total Labor</b>			<b>11,675.00</b>

Billing Limits	Current	Prior	To-Date
Labor	11,675.00	2,400.00	14,075.00
Limit			84,000.00
Remaining			69,925.00
<b>Total this Phase</b>			<b>\$11,675.00</b>
<b>Total this Invoice</b>			<b>\$13,275.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	1,600.00	195,210.00	196,810.00
Labor	11,675.00	2,400.00	14,075.00
<b>Totals</b>	<b>13,275.00</b>	<b>197,610.00</b>	<b>210,885.00</b>



# Billing Backup

Monday, November 13, 2023

Digital Engineering & Imaging, Inc.

Invoice 9 Dated 11/13/2023

4:00:32 PM

Project B7301001.007 Bond Paving Project

Phase 045 Resident Inspection

### Professional Personnel

			Hours	Rate	Amount
0078	70 - Bordes, Peter	10/26/2023	9.00	75.00	675.00
0078	70 - Bordes, Peter	10/27/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/2/2023	2.00	75.00	150.00
0143	80 - Boynes, Clinton	10/3/2023	4.00	75.00	300.00
0143	80 - Boynes, Clinton	10/4/2023	5.00	75.00	375.00
0143	80 - Boynes, Clinton	10/5/2023	2.00	75.00	150.00
0143	80 - Boynes, Clinton	10/6/2023	4.00	75.00	300.00
0143	80 - Boynes, Clinton	10/9/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/10/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/11/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/12/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/13/2023	4.00	75.00	300.00
0143	80 - Boynes, Clinton	10/16/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/17/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/18/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/19/2023	9.00	75.00	675.00
0143	80 - Boynes, Clinton	10/20/2023	4.00	75.00	300.00
0143	80 - Boynes, Clinton	10/23/2023	11.00	75.00	825.00
0143	80 - Boynes, Clinton	10/24/2023	11.00	75.00	825.00
0143	80 - Boynes, Clinton	10/25/2023	10.00	75.00	750.00
0143	80 - Boynes, Clinton	10/26/2023	1.00	75.00	75.00
0175	84 - LeBreton, David	10/23/2023	5.00	115.00	575.00

went to site met with CJ for start of Asphalt paving to do Qc and check Yeild

Totals	153.00	11,675.00	
<b>Total Labor</b>			<b>11,675.00</b>
		<b>Total this Phase</b>	<b>\$11,675.00</b>
		<b>Total this Project</b>	<b>\$11,675.00</b>
		<b>Total this Report</b>	<b>\$11,675.00</b>



**Chiniche Engineering & Surveying**

407 Highway 90  
 Bay St. Louis, MS 39520  
 +1 2284676755  
 jason@jjc-eng.com  
 https://jjc-eng.com/

**INVOICE****BILL TO**

City of Diamondhead

**INVOICE #** 17-057-0195**DATE** 11/1/2023**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/06/2023	17-057-2021 Project Engineer	structures desing an contour modification	4:00	95.00	380.00
10/09/2023	17-057-2021 Project Engineer	Structures desing	3:00	95.00	285.00
10/10/2023	17-057-2021 Project Engineer	Plans review	3:30	95.00	332.50
10/11/2023	17-057-2021 Sen. Cad Tech	prepare exhibits per markups	3:00	90.00	270.00
10/11/2023	17-057-2021 Sen. Cad Tech	address markups for exhibits	2:30	90.00	225.00
10/11/2023	17-057-2021 Sen. Cad Tech	draft drainage exhibits and options	1:30	90.00	135.00
10/12/2023	17-057-2021 Senior Project Mana	review	1:30	115.00	172.50
10/12/2023	17-057-2021 Sen. Cad Tech	finish pond b options/begin C3D finished surfaces on all ponds	4:00	90.00	360.00
10/12/2023	17-057-2021 Sen. Cad Tech		2:30	90.00	225.00
10/13/2023	17-057-2021 Sen. Cad Tech	calc cut & fill quantities/prepare review set	4:15	90.00	382.50
10/16/2023	17-057-2021 Sen. Cad Tech	PREPARE REVIEW SET	2:45	90.00	247.50
10/18/2023	17-057-2021 Senior Project Mana	design review	2:00	115.00	230.00
10/18/2023	17-057-2021 Sen. Cad Tech	MEET WITH ENGINEERS TO REVIEW PROJECT	4:30	90.00	405.00
10/19/2023	17-057-2021 Sen. Cad Tech	work on comments from review session	4:30	90.00	405.00
10/19/2023	17-057-2021 Principal	project review and coordination	2.50	162.00	405.00
10/23/2023	17-057-2021 Sen. Cad	update large pond b per meeting	6:00	90.00	540.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/23/2023	<b>Tech</b> 17-057-2021 Project Engineer	Plans review and design adjust	4:30	95.00	427.50
10/24/2023	17-057-2021 Sen. Cad <b>Tech</b>	coordinate with project manager/review plans	2:30	90.00	225.00

Golf Course Pond Remediation

BALANCE DUE

**\$5,652.50**

Chiniche Engineering & Surveying  
 407 Highway 90  
 Bay St. Louis, MS 39520  
 +1 2284676755  
 jason@jjc-eng.com  
 https://jjc-eng.com/



## INVOICE

**BILL TO**  
 City of Diamondhead

**INVOICE #** 17-057-0194  
**DATE** 11/1/2023

**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/09/2023	17-057-2021 Senior Project Mana	project coordination	1:00	115.00	115.00
10/09/2023	17-057-2021 Sen. Cad Tech	INPUT POINTS/REVIEW DXF/PRINT FIELD PICS	5:30	90.00	495.00
10/09/2023	17-057-2021 Sen. Cad Tech	DRAFT EXISTING CONDITIONS	2:45	90.00	247.50
10/10/2023	17-057-2021 Sen. Cad Tech	DRAFT EXISTING CONDITIONS AND STORM PIPE NETWORK	4:15	90.00	382.50
10/10/2023	17-057-2021 Sen. Cad Tech	draft existing conditions/pipe network - prepare list for survey crew questions	3:30	90.00	315.00
10/10/2023	17-057-2021 Project Engineer	Surface generation	7:00	95.00	665.00
10/11/2023	17-057-2021 Senior Project Mana	project coordination	2:30	115.00	287.50
10/11/2023	17-057-2021 Sen. Cad Tech	emails/prepare surface	1:30	90.00	135.00
10/11/2023	17-057-2021 Sen. Cad Tech	draft existing conditions/contours	2:30	90.00	225.00
10/11/2023	17-057-2021 Sen. Cad Tech	meet with surveyor and crew to review questions-upload updated point data	3:00	90.00	270.00
10/11/2023	Survey Crew Chief	17-057-00-11-22	3:30	75.00	262.50
10/11/2023	17-057-2021 Professional Land S	Review, calcs and updated point data.	2:30	98.00	245.00
10/11/2023	17-057-2021 Project Engineer	Surface generation, and pull out rain info and soil maps	8:30	95.00	807.50
10/12/2023	17-057-2021 Senior Project Mana	project coordination	1:30	115.00	172.50
10/12/2023	17-057-2021	Review, calcs and updated point	1:00	98.00	98.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/12/2023	<b>Professional Land S</b> 17-057-2021 Project Engineer	data. Review project with Johona. Basins surface definition	8:00	95.00	760.00
10/16/2023	17-057-2021 Sen. Cad Tech	DRAFT EXISTING TOPO	2:00	90.00	180.00
10/18/2023	17-057-2021 Project Engineer	Set drain surface soil map and land cover.	9:00	95.00	855.00
10/19/2023	17-057-2021 Sen. Cad Tech	prepare field review exhibits for project manager	2:30	90.00	225.00
10/23/2023	17-057-2021 Senior Project Mana	review w/ johana	1:15	115.00	143.75
10/24/2023	17-057-2021 Sen. Cad Tech	prepare pdf views per project manager	2:00	90.00	180.00
10/24/2023	17-057-2021 Sen. Cad Tech	coordinate with project manager/add contour labels	1:15	90.00	112.50
10/24/2023	17-057-2021 Sen. Cad Tech	add contour labels to existing conditions/check short cuts	1:00	90.00	90.00
10/24/2023	17-057-2021 Sen. Cad Tech	plot info for project manager	1:00	90.00	90.00
10/24/2023	17-057-2021 Project Engineer	Hydraulic information set, field plan set, drainage areas re shape	5:00	95.00	475.00
10/25/2023	17-057-2021 Senior Project Mana	shapefiles	1:30	115.00	172.50
10/25/2023	17-057-2021 Sen. Cad Tech	plot out drawings for field review	3:45	90.00	337.50
10/25/2023	17-057-2021 Sen. Cad Tech	coordinate with project manager for drainage map	2:00	90.00	180.00
10/25/2023	17-057-2021 Project Engineer	Drainage model and site visit map	4:00	95.00	380.00
10/25/2023	17-057-2021 Principal	project review and coordination	2.50	162.00	405.00
10/26/2023	17-057-2021 Sen. Cad Tech	prepare and plot drainage maps for field review	2:45	90.00	247.50
10/26/2023	17-057-2021 Project Engineer	Drainage model site map review	4:30	95.00	427.50
10/30/2023	17-057-2021 Senior Project Mana	project reveiw	1	115.00	115.00
10/30/2023	17-057-2021 Survey Crew Chief	site topo	10.50	68.00	714.00
10/30/2023	17-057-2021 Professional Land S	survey review	1	98.00	98.00
10/31/2023	17-057-2021 Survey Crew Chief	site topo	7.50	68.00	510.00
10/31/2023	17-057-2021 Principal	project review	2.50	162.00	405.00

Coon Branch Drainage Project

BALANCE DUE

**\$11,826.25**





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

### Equipment Disposition Request

Department : Public Works/Police

Fixed Asset #	Description of Item	Quantity Disposed	Month/Yr Purchased	Asset Tag #	Unit Cost	Net Asset Value	Equipment Condition	Recommended Disposition Method/Action
733	Samsung Galaxy A53 Phone	1	11/2022	733	449.99	449.99	E	Lost
479	RocketIOT -Body Camera	1	10/2018	479	1,450.00	14.50	F	Upgrade -Returned to vendor
475	RocketIOT -Body Camera	1	10/2018	475	1,450.00	1,450.00	F	Upgrade -Returned to vendor
476	RocketIOT -Body Camera	1	10/2018	476	1,450.00	1,450.00	F	Upgrade -Returned to vendor
481	RocketIOT -Body Camera	1	10/2018	481	1,450.00	1,450.00	F	Upgrade -Returned to vendor
480	RocketIOT -Body Camera	1	10/2018	480	1,450.00	1,450.00	F	Upgrade -Returned to vendor
482	RocketIOT -Body Camera	1	10/2018	482	1,450.00	1,450.00	F	Upgrade -Returned to vendor
478	RocketIOT -Body Camera	1	10/2018	478	1,450.00	1,450.00	F	Upgrade -Returned to vendor
484	RocketIOT -Body Camera	1	10/2018	484	1,450.00	1,450.00	F	Upgrade -Returned to vendor
477	RocketIOT -Body Camera	1	10/2018	477	1,450.00	1,450.00	F	Upgrade -Returned to vendor
483	RocketIOT -Body Camera	1	10/2018	483	1,450.00	1,450.00	F	Upgrade -Returned to vendor

Approval Signature

Date

Department Head : \_\_\_\_\_

FA Coordinator : *Gammie Klein*

City Manager : \_\_\_\_\_

\_\_\_\_\_

11/14/23

\_\_\_\_\_

**Physical Condition Guide:**

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



5000 Diamondhead Circle ·  
Diamondhead, MS 39525-3260

November 14, 2023

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

Dear Councilmembers:

RE: Purchase One (1) Police Unit

Approval is hereby requested to accept and award the low quote received from Mandal Chrysler Dodge Jeep Ram in the amount of \$43,180.00 for the purchase of one (1) 2023 Dodge Durango Sport Utility for the Police Department. Quotes were received as follows:

Mandal Chrysler Dodge Jeep Ram	\$43,180.00
Champion Chrysler Dodge Jeep Ram	\$43,525.00

Upfitting will be completed in-house with light and siren PA system components from Amazon for a total purchase in the amount of \$234.96.

Funding is appropriated in the FY24 budget for this unit. Thank you in advance for your favorable consideration in this matter.

Sincerely,

Jon McCraw  
City Manager





Date/Time: Nov 2, 2023 11:03 AM
Buyer: Darryl Russell
Phone: H: (228) 216-9504
Address:

Salesperson: Evan Rouse

2023 Dodge Durango, Body Type: Sport Utility N672055
Color: Vapor Gray, 14 Miles VIN: 1C4RDHDG4PC672055

Table with 2 columns: Cash, Balance Due. Values: \$0, \$43,180.

Table with 2 columns: Item, Amount. Rows include MSRP/Retail (\$52,120.00), Mandal Savings (\$5,125.00), Selling Price (\$46,995.00), Trade Difference (\$46,995.00), Government Fees (\$10.00), Documentation Fees (\$425.00), Subtotal (\$47,430.00), Rebates (\$4,250.00), Total Balance Due (\$43,180.00).

X
Customer Signature

Date

X
Manager Signature

Date

Payments are subject to approved credit and program eligibility.



11477 Highland Drive • Elkhart, IN 46523  
(219) 896-1515 • Fax (219) 896-3271

Date/Time: Nov 2, 2023 01:28 PM  
Buyer: Darryl Russell  
Phone: H: (228) 216-8504

Item No. 11.

### 2023 Dodge Durango, Body Type:

Color: Vapor Gray VIN: 1c4rdhdg7pc654360

Cash	Balance Due
\$ Down	
\$0	\$43,525

MSRP/Retail	
Discount	
Selling Price	
Transportation	
Trade Difference	
Government Fees	
Proc/Doc Fees	
Subtotal (Selling Price +	\$43,525
Rebates	
Total Balance Due	\$43,525

**Jeannie Klein**

**From:** Darryl Russell <Darryl.Russell@co.hancock.ms.us>  
**Sent:** Tuesday, November 14, 2023 11:00 AM  
**To:** Jeannie Klein  
**Subject:** Equipment for New SUV

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

ASPL 8pcs Sync Feature Ultra Slim 12-LED Surface Mount Flashing Strobe Lights for Truck Car Vehicle LED Mini Grille Light Head Emergency Beacon Hazard Warning lights (Blue/White) \$39.99

AINBIN 2x 9 inch Strobe Lights 24 LED Blue White Emergency Lights Safety Flashing Warning Interior Front/Rear Windshield Lights w/Suction Cups for Police Vehicles \$29.99

XRIDONSEN Blue White Emergency Visor Lights Interior Windshield Strobe Lights for Police Vehicles Trucks w/Take Down, Deck Split Mount (34 inch, 40 LED) \$84.99

12V 200W 37 Tones Police Warning Emergency Siren PA System [Slim Speaker Horn] [135dB] [Handheld Microphone] [Hands-Free] [2 x 10A Switches] for Police Vehicles SUV \$79.99

TOTAL: \$234.96

Still waiting on quote for Window Tint, but it will not exceed \$200.00 – Guaranteed.



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November 14, 2023

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

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

Dear Mr. McCraw:

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

With that said, I recommend that the Council pay Bottom 2 Top Construction, LLC., in the amount of \$116,715.88. Please do not hesitate to contact me should you have any questions.

Sincerely,

**COVINGTON CIVIL & ENVIRONMENTAL, LLC**

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

Andrew Levens, P.E.  
*Engineering Manager*

Enclosures: B2T Pay Application #2 Signed





Progress Estimate - Unit Price Work

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

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

A	B	C	D	E		F	G	H	I	J	K	L	M	N	
				From	to										
Application No.:		Application Period:		Contract Information		Value of Bid Item (C X E)		Work Completed - Current Pay App		Value of Work Completed - Current Pay App (E X G)		Work Completed and Materials Stored to Date (I + K)		Application Date:	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X J) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (I + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)		
202-8009	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	2,083	SY	\$ 8.00	16,664.00	-	-	-	-	-	-	0%	16,664.00		
202-8007	REMOVAL OF CONTINUOUSLY REINFORCED CONCRETE PAVEMENT, ALL DEPTHS	235	SY	\$ 10.00	2,350.00	-	-	-	-	-	-	0%	2,350.00		
202-8013	REMOVAL OF BASE (LIMESTONE / GRAVEL), ALL DEPTHS	3,191	SY	\$ 10.00	31,910.00	-	-	-	-	-	-	0%	31,910.00		
503-C010	SAW CUT, FULL DEPTH (ASPHALT)	320	LF	\$ 8.00	2,560.00	-	-	-	-	-	-	0%	2,560.00		
503-C030	SAW CUT, FULL DEPTH (CONCRETE)	55	LF	\$ 8.00	440.00	-	-	-	-	-	-	0%	440.00		
202-8151	REMOVAL OF PIPE, 8" AND ABOVE	230	LF	\$ 5.00	1,150.00	-	-	-	-	-	-	0%	1,150.00		
202-A001	CLEARING AND GRUBBING	1	L5	\$ 76,000.00	76,000.00	0.33	25,080.00	1.00	76,000.00	76,000.00	76,000.00	100%	-		
L00098	REMOVE AND RESET, MAILBOX	3	EA	\$ 300.00	900.00	-	-	-	-	-	-	0%	900.00		
907-630-0004	REMOVE AND RESET, SIGN	3	EA	\$ 300.00	900.00	-	-	-	-	-	-	0%	900.00		
203-EX001	BORROW EXCAVATION, AH, FME, CLASS B1	4,400	CY	\$ 12.00	52,800.00	2,360.00	28,320.00	2,360.00	28,320.00	28,320.00	28,320.00	54%	24,480.00		
203B-6001	EXCESS EXCAVATION, FM, AH (TO BE USED AS DIRECTED)	800	CY	\$ 10.00	8,000.00	-	-	-	-	-	-	0%	8,000.00		
1	STRUCTURE EXCAVATION	2,200	CY	\$ 15.00	33,000.00	-	-	-	-	-	-	0%	33,000.00		
1	SOLID SODDING	8,500	SY	\$ 7.20	61,200.00	-	-	-	-	-	-	0%	61,200.00		
2	TEMPORARY SILT FENCE	5,200	LF	\$ 3.57	18,564.00	990.00	3,534.30	990.00	3,534.30	3,534.30	3,534.30	19%	15,029.70		
2	WATTLIES, 20"	2,400	LF	\$ 5.43	13,032.00	-	-	-	-	-	-	0%	13,032.00		
2	SIZE 610 CRUSHED STONE BASE	4,840	TON	\$ 67.40	326,216.00	-	-	-	-	-	-	0%	326,216.00		
1	12.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 191.19	145,304.40	-	-	-	-	-	-	0%	145,304.40		
403-A013	9.5-MM, HT, ASPHALT PAVEMENT	760	TON	\$ 195.24	148,382.40	-	-	-	-	-	-	0%	148,382.40		
501-B005	8" PLAIN CEMENT CONCRETE PAVEMENT, BROOM FINISH	92	SY	\$ 108.00	9,936.00	-	-	-	-	-	-	0%	9,936.00		
406-A002	COLD MILLING OF BITUMINOUS PAVEMENTS, ALL DEPTH	300	SY	\$ 12.00	3,600.00	-	-	-	-	-	-	0%	3,600.00		
603-CA004	15" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	54	LF	\$ 41.74	2,253.96	-	-	-	-	-	-	0%	2,253.96		
603-CA012	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	2,003	LF	\$ 49.38	98,908.14	-	-	-	-	-	-	0%	98,908.14		
603-CE002	22"x13" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	1,297	LF	\$ 65.58	85,057.26	-	-	-	-	-	-	0%	85,057.26		
603-CE008	29"x18" REINFORCED CONCRETE ARCH PIPE, CLASS III, RUBBER TYPE GASKETS	427	LF	\$ 86.30	36,850.10	-	-	-	-	-	-	0%	36,850.10		
603-CD003	18" REINFORCED CONCRETE END SECTION	1	EA	\$ 870.00	870.00	-	-	-	-	-	-	0%	870.00		
603-CD003	29"x18" REINFORCED CONCRETE ARCH END SECTION	2	EA	\$ 1,110.00	2,220.00	-	-	-	-	-	-	0%	2,220.00		
603-PA010	6' x 4' PRECAST CONCRETE BOX CULVERT	162	LF	\$ 1,065.00	172,530.00	-	-	-	-	-	-	0%	172,530.00		
603-PR008	6' x 4' PRECAST CONCRETE BOX CULVERT, END SECTION	4	EA	\$ 4,750.00	19,000.00	-	-	-	-	-	-	0%	19,000.00		
815-A007	LOOSE RIPRAP, SIZE 300	600	TON	\$ 84.20	50,520.00	-	-	-	-	-	-	0%	50,520.00		
815-E001	GEOTEXTILE UNDER RIPRAP	950	SY	\$ 4.82	4,579.00	-	-	-	-	-	-	0%	4,579.00		
604-A001	CASTINGS	5,500	LBS	\$ 3.38	18,590.00	-	-	-	-	-	-	0%	18,590.00		
604-B001	GRATINGS	4,000	LBS	\$ 4.02	16,080.00	-	-	-	-	-	-	0%	16,080.00		
609-D002	CONCRETE CURB, HEADER (6"x18")	727	LF	\$ 20.40	14,830.80	-	-	-	-	-	-	0%	14,830.80		
609-D002	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1 MODIFIED	4,108	LF	\$ 20.40	83,803.20	-	-	-	-	-	-	0%	83,803.20		
609-D004	COMBINATION CONCRETE CURB AND GUTTER, TYPE 2 MODIFIED	446	LF	\$ 20.40	9,098.40	-	-	-	-	-	-	0%	9,098.40		
608-A001	CONCRETE SIDEWALK, 4" THICK	2,990	SY	\$ 78.00	233,220.00	-	-	-	-	-	-	0%	233,220.00		
608-A001	CONCRETE SIDEWALK, 6" THICK	522	SY	\$ 90.00	46,980.00	-	-	-	-	-	-	0%	46,980.00		
608-C001	DETECTABLE WARNING, PER PLANS	103	SF	\$ 44.00	4,532.00	-	-	-	-	-	-	0%	4,532.00		
626-G001	THERMOPLASTIC DETAIL STRIPE, BLUE-ADA	111	LF	\$ 24.00	2,664.00	-	-	-	-	-	-	0%	2,664.00		
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	813	LF	\$ 6.00	4,878.00	-	-	-	-	-	-	0%	4,878.00		



Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

A	B	C	D	E	F	G		H		I		K	L	M	N
						Contract Information		Work Completed - Current Pay App		Work Completed to Date					
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)		
907-626-H001	THERMOPLASTIC LEGEND, BLUE-ADA HANDICAP SYMBOL	2	EA	\$ 600.00	1,200.00	-	-	-	-	-	-	0%	1,200.00		
626-H004	THERMOPLASTIC LEGEND, WHITE	696	SF	\$ 14.40	10,022.40	-	-	-	-	-	-	0%	10,022.40		
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080 THICKNESS	36	SF	\$ 19.24	692.64	-	-	-	-	-	-	0%	692.64		
L00009	DECORATIVE SIGN POST, PER PLANS	60	LF	\$ 500.00	30,000.00	-	-	-	-	-	-	0%	30,000.00		
620-A001	MOBILIZATION	1	LS	\$ 20,200.00	20,200.00	0.15	3,030.00	0.15	3,030.00	-	3,030.00	15%	17,170.00		
1	REMOVE, RELOCATE, OR PROTECT ELECTRICAL/COMMUNICATION UTILITIES	1	LS	\$ 75,000.00	75,000.00	-	-	-	-	-	-	0%	75,000.00		
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 12,000.00	12,000.00	-	-	-	-	-	-	0%	12,000.00		
3	8" PVC GRAVITY SEWER PIPE	1,450	LF	\$ 36.02	52,229.00	1,036.00	37,316.72	1,036.00	37,316.72	-	37,316.72	71%	14,912.28		
4	PRECAST MANHOLE, 4' DIAMETER (ALL DEPTHS)	9	EA	\$ 3,867.20	34,804.80	7.00	27,070.40	7.00	27,070.40	-	27,070.40	78%	7,734.40		
5	8" PVC WATER MAIN	1,060	LF	\$ 43.98	46,618.80	-	-	-	-	-	-	0%	46,618.80		
6	12" PVC WATER MAIN	420	LF	\$ 75.79	31,831.80	-	-	-	-	-	-	0%	31,831.80		
7	ADJUSTMENT OF EXISTING FORCE MAIN, STA 3+73	1	LS	\$ 5,584.00	5,584.00	-	-	-	-	-	-	0%	5,584.00		
8	FIRE HYDRANT ASSEMBLY	4	EA	\$ 7,627.60	30,510.40	-	-	-	-	-	-	0%	30,510.40		
9	RECONNECT AND RELOCATE EXISTING FIRE HYDRANT	2	EA	\$ 3,339.68	6,679.36	-	-	-	-	-	-	0%	6,679.36		
10	SANITARY SEWER/WATER MAIN CROSSING	1	EA	\$ 3,384.00	3,384.00	-	-	-	-	-	-	0%	3,384.00		
11	8" GATE VALVE	2	EA	\$ 2,858.96	5,717.92	-	-	-	-	-	-	0%	5,717.92		
12	12" GATE VALVE	1	EA	\$ 4,992.56	4,992.56	-	-	-	-	-	-	0%	4,992.56		
13	8" INSERTION VALVE	2	EA	\$ 12,000.00	24,000.00	-	-	-	-	-	-	0%	24,000.00		
14	12" INSERTION VALVE	2	EA	\$ 24,200.00	48,400.00	-	-	-	-	-	-	0%	48,400.00		
15	REMOVAL OF WATER MAIN (ALL SIZES)	340	LF	\$ 10.00	3,400.00	-	-	-	-	-	-	0%	3,400.00		
16	SINGLE SEWER SERVICE	7	EA	\$ 1,254.06	8,778.42	1.00	1,254.06	1.00	1,254.06	-	1,254.06	14%	7,524.36		
17	DOUBLE SEWER SERVICE	6	EA	\$ 1,624.74	9,748.44	-	-	-	-	-	-	0%	9,748.44		
18	SINGLE WATER SERVICE	9	EA	\$ 1,161.73	10,455.57	-	-	-	-	-	-	0%	10,455.57		
19	DOUBLE WATER SERVICE	6	EA	\$ 2,455.00	14,730.00	-	-	-	-	-	-	0%	14,730.00		
20	12"x8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	2	EA	\$ 6,821.28	13,642.56	-	-	-	-	-	-	0%	13,642.56		
21	8"x8" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 5,899.68	5,899.68	-	-	-	-	-	-	0%	5,899.68		
22	12"x6" TAPPING VALVE, CONNECT TO EXISTING WATER MAIN	1	EA	\$ 16,635.78	16,635.78	-	-	-	-	-	-	0%	16,635.78		
23	DUCTILE IRON FITTINGS	6	TON	\$ 43,399.60	260,397.60	-	-	-	-	-	-	0%	260,397.60		
24	IRRIGATION	1	LS	\$ 132,000.00	132,000.00	-	-	-	-	-	-	0%	132,000.00		
26 01 00-A	1-1/4" HDPE "ROLL PIPE" CONDUIT	1,800	LF	\$ 19.18	34,524.00	-	-	-	-	-	-	0%	34,524.00		
26 01 00-B	2" PVC CONDUIT	5,400	LF	\$ 22.14	119,556.00	-	-	-	-	-	-	0%	119,556.00		
ALTERNATE 2															
27	PRECAST CONCRETE DRAINAGE STRUCTURES	82	EA	\$ 2,368.00	194,176.00	-	-	-	-	-	-	0%	194,176.00		
ALTERNATE 3															
L00091	STONE PAVERS, PER PLANS	14,869	SF	\$ 22.20	330,091.80	-	-	-	-	-	-	0%	330,091.80		
ALTERNATE 4															
L00060	TREE GRATE (ARGO 3'x3' HEEL-PROOF)	30	EA	\$ 1,411.20	42,336.00	-	-	-	-	-	-	0%	42,336.00		
25	CEDAR ELM TREE	77	EA	\$ 2,340.00	180,180.00	-	-	-	-	-	-	0%	180,180.00		
ALTERNATE 5															
26 01 00-C	LIGHTING STANDARDS	42	EA	\$ 9,480.62	398,186.04	-	-	-	-	-	-	0%	398,186.04		
26 01 00-D	ELECTRICAL DISTRIBUTION	9,200	LF	\$ 9.47	87,124.00	-	-	-	-	-	-	0%	87,124.00		
26 01 00-E	ELECTRICAL SERVICE, PANEL, METER, RACK	1	LS	\$ 7,084.08	7,084.08	-	-	-	-	-	-	0%	7,084.08		

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

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

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (I + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
						Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
<b>Original Contract Totals</b>					\$ 4,173,187.31		\$ 125,605.48		\$ 176,525.48	\$ -	\$ 176,525.48	5%	\$ 3,996,661.83

Progress Estimate - Unit Price Work

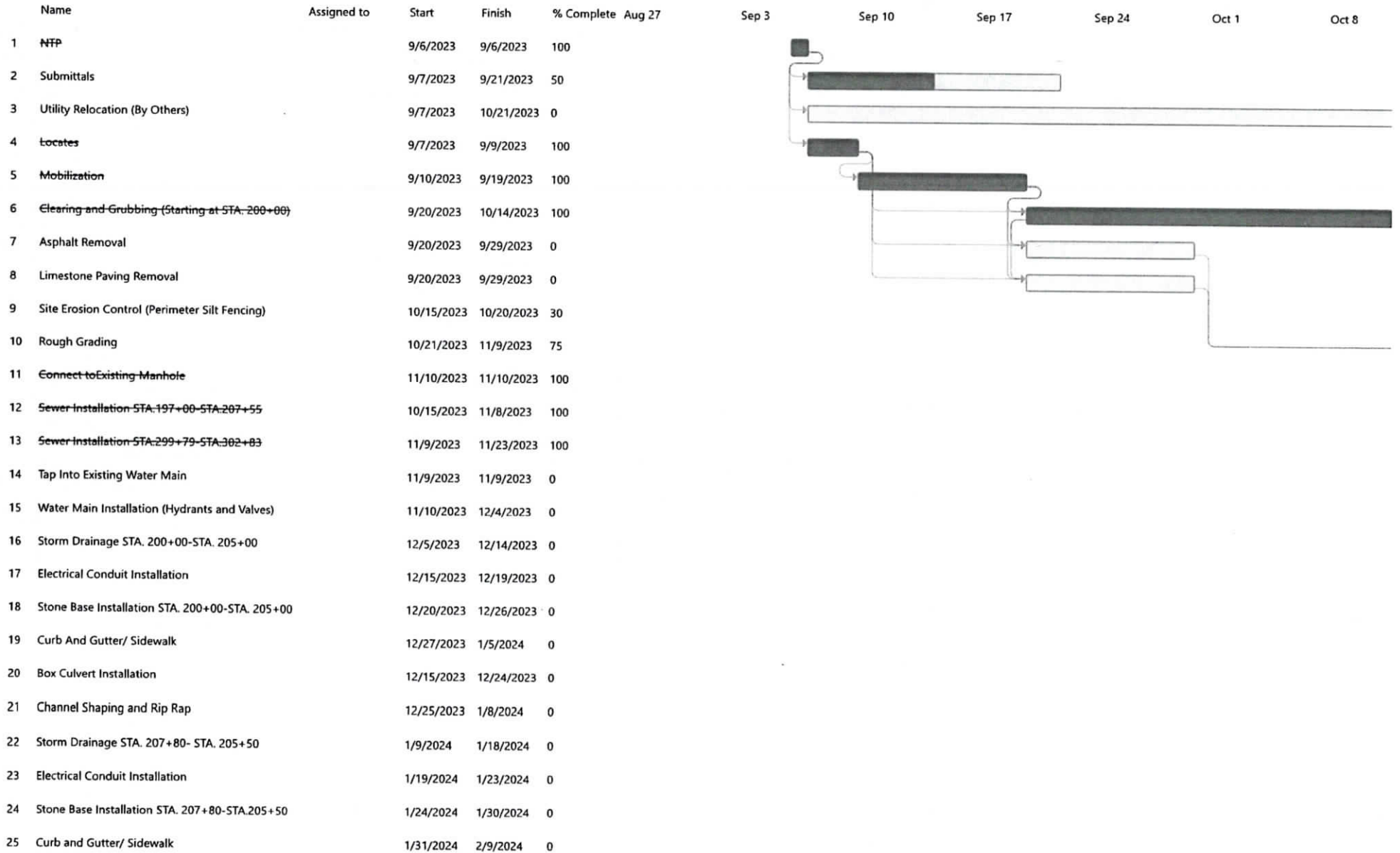
Contractor's Application for Payment

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

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

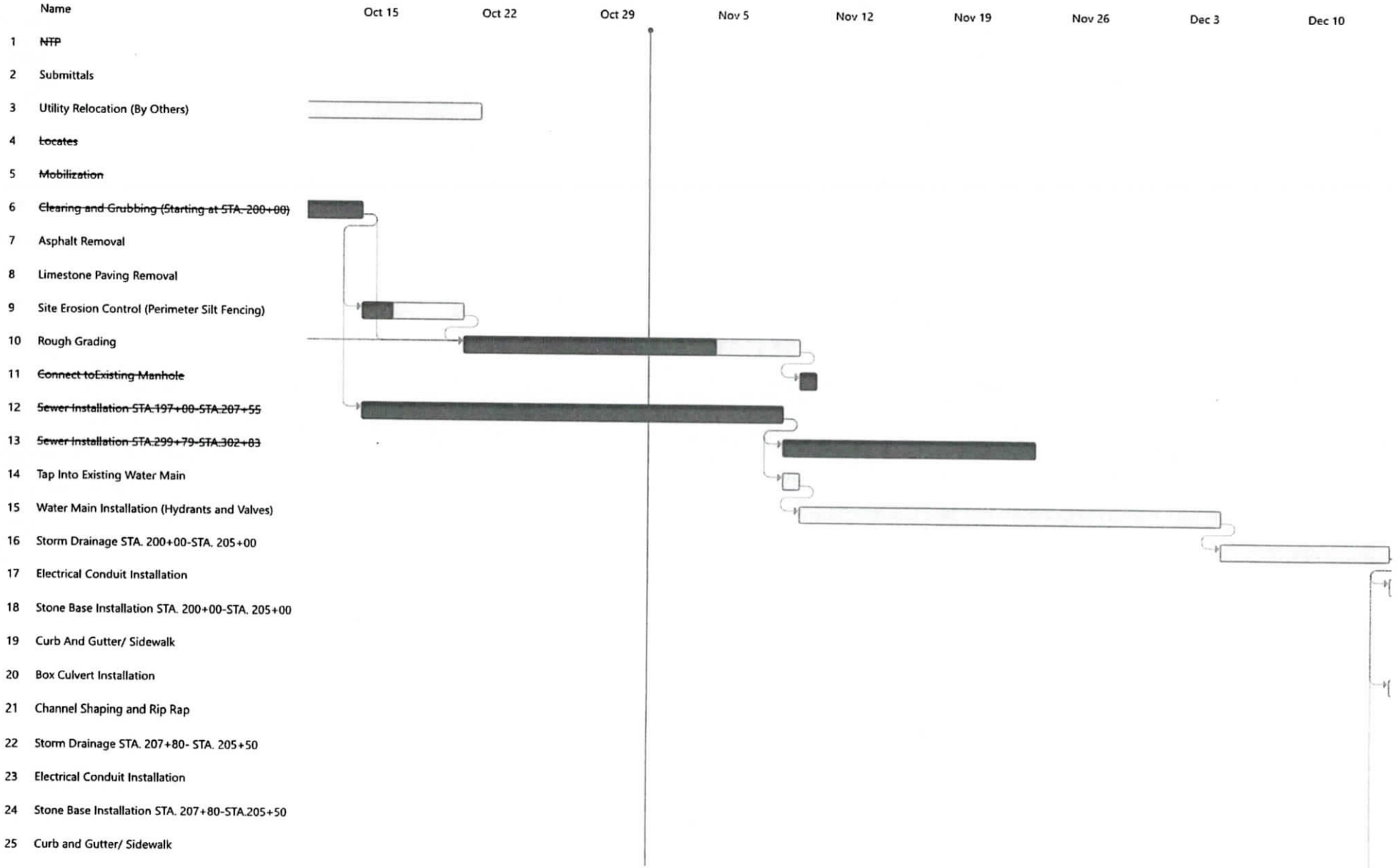
A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed - Current Pay App		Work Completed to Date		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (J + K) (\$)	% of Value of Item (L / F) (%)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work - Current Pay App	Value of Work Completed - Current Pay App (E X G) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X I) (\$)				
<b>Change Orders</b>													
					-		-		-		-		-
					\$ -		\$ -		\$ -	\$ -	\$ -		\$ -
					<b>Change Order Totals</b>	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>													
					<b>Project Totals</b>	\$ 4,173,187.31	\$ 125,605.48		\$ 176,525.48	\$ -	\$ 176,525.48	5%	\$ 3,996,661.83

Commercial District Transformation Project

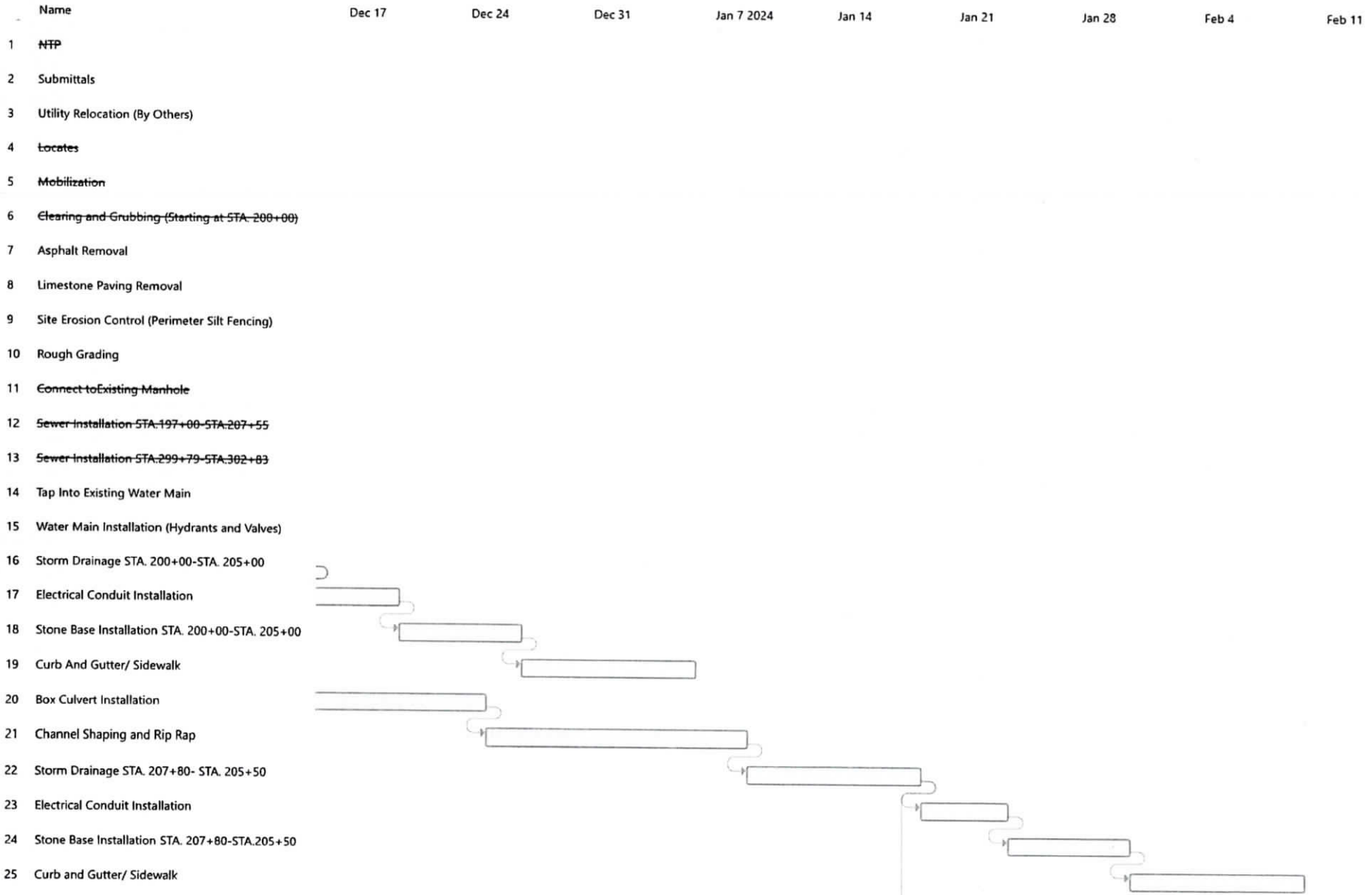




Commercial District Transformation Project



Commercial District Transformation Project





Commercial District Transformation Project

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

Commercial District Transformation Project

Name	21	Apr 28	May 5	May 12	May 19	May 26	Jun 2	Jun 9	Jun 16	Jun 23
1	NFP									
2	Submittals									
3	Utility Relocation (By Others)									
4	Locates									
5	Mobilization									
6	Clearing and Grubbing (Starting at STA. 200+00)									
7	Asphalt Removal									
8	Limestone Paving Removal									
9	Site Erosion Control (Perimeter Silt Fencing)									
10	Rough Grading									
11	Connect to Existing Manhole									
12	<del>Sewer Installation STA. 197+00-STA. 207+55</del>									
13	<del>Sewer Installation STA. 299+79-STA. 302+03</del>									
14	Tap Into Existing Water Main									
15	Water Main Installation (Hydrants and Valves)									
16	Storm Drainage STA. 200+00-STA. 205+00									
17	Electrical Conduit Installation									
18	Stone Base Installation STA. 200+00-STA. 205+00									
19	Curb And Gutter/ Sidewalk									
20	Box Culvert Installation									
21	Channel Shaping and Rip Rap									
22	Storm Drainage STA. 207+80- STA. 205+50									
23	Electrical Conduit Installation									
24	Stone Base Installation STA. 207+80-STA.205+50									
25	Curb and Gutter/ Sidewalk									

Commercial District Transformation Project

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

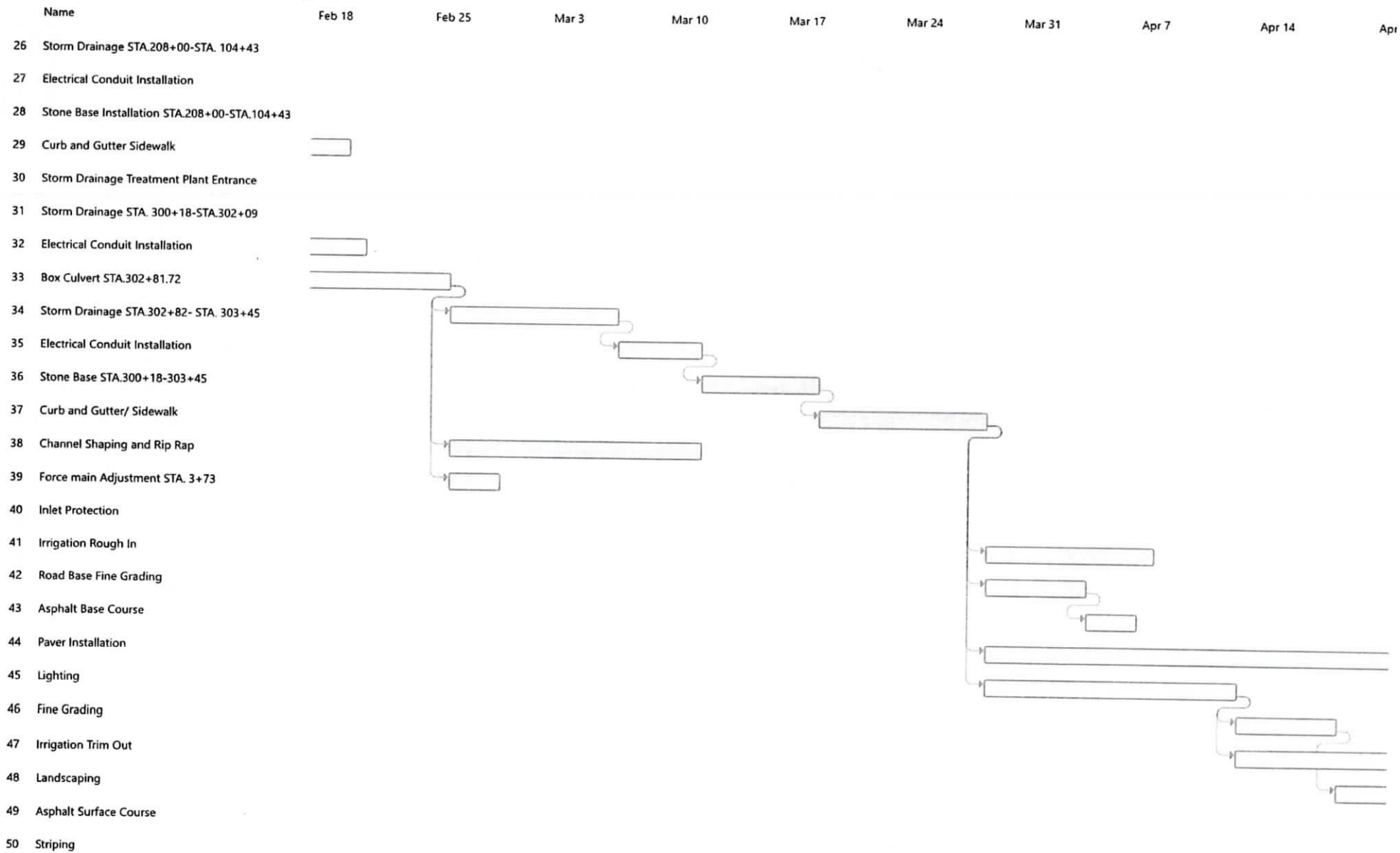
Commercial District Transformation Project

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

Commercial District Transformation Project



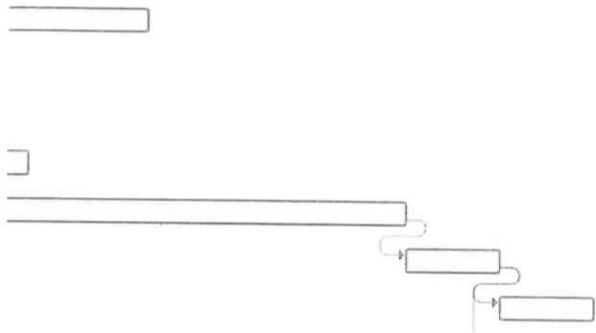
Commercial District Transformation Project





Commercial District Transformation Project

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



Commercial District Transformation Project

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

Commercial District Transformation Project

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

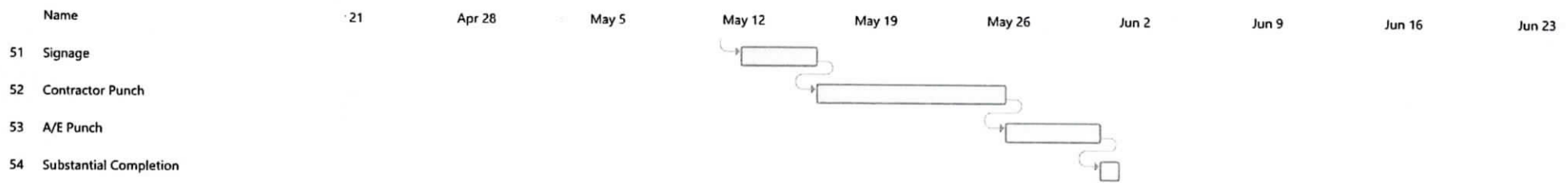
Commercial District Transformation Project

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

Commercial District Transformation Project

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

### Commercial District Transformation Project





**EXHIBIT "C"**

**WORK ASSIGNMENT  
WORK ASSIGNMENT NO 27**

PROJECT NUMBER: - On-Call Survey Services FY 2024

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 29<sup>th</sup> 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 :**

- A. Property and Right-of-Way Surveys. Conduct surveys suitable for the determination of property lines and corners and the preparation of Legal Descriptions, Property, and Right-of-Way Maps. These surveys will be used to define project boundaries and for the acquisition of property needed for project construction.
- B. Topographic Surveys. Conduct surveys to determine the horizontal and vertical position of existing natural features (ground elevations, bodies of water, vegetation, etc.), and constructed features (roads, pipelines, utilities, drainage structures, buildings, etc.) within a specified area.
- C. Bathymetric and Hydrographic Surveys. Conduct surveys to determine the shoreline and depths of ponds, bays, tidal inlets, and other bodies of water requested by the City.
- D. Fees will be based off the current master service agreement rate schedule and shall be tracked for each survey request.

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after September 30, 2024.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and

continue until *September 30, 2024*, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

**DBEGOAL**

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

**KEY PERSONNEL**

CITY

\_\_\_\_\_

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



Ben Benvenuti, P.E., Principal Engineer

**MAXIMUM ALLOWABLE COST**

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$20,000.00 (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. 27, 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

A handwritten signature in black ink, appearing to be 'BRK', written over a horizontal line.

Signature

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

ATTEST: \_\_\_\_\_

2023-405

**EXHIBIT "C"****WORK ASSIGNMENT  
WORK ASSIGNMENT NO 22  
AMENDMENT #01**PROJECT NUMBER: - Support for Makiki Dr Project

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Covington Civil and Environmental, LLC on the 29<sup>th</sup> 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*

Modification number 1 expands the scope of work of task 3 below to include bid phase services, bond recovery services and realignment of the existing ditch. The fee for task three is increased from \$6,000 to 15,000.

1. Topographic Survey – Covington will provide a topographic survey of the project area to determine if the project was constructed properly and inform the re-design of components necessary to complete the project.
2. Plans and/or Specifications will be prepared to address the water main installation and reconnection. Plans and/or Specifications will be prepared using DWSD standards. Additionally, a bid form for quotation will be furnished with the final deliverable.
3. Plans and/or Specifications will be prepared to address the remaining work to install the drainage structures and re-open the roadway. Additionally, a bid form for quotation will be furnished with the final deliverable.
4. Covington will provide construction phase services on the project to include periodic site visits, reviewing invoices and reviewing submittals. This work will be completed on a hourly basis.

Scope of work does not include bidding services as this work is expected to be completed using quotes.

Covington will provide these services based on the following fee schedule:

- Task 1: Lump Sum Fee - \$7,000.00
- Task 2: Lump Sum Fee - \$5,000.00
- Task 3: Lump Sum Fee - \$15,000.00 (increased from \$6,000).
- Task 4: Hourly Not to Exceed - \$5,000.00

Total not to exceed: \$32,000.00

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

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until February 28, 2023, at 11:59 P.M. CDT.

**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

\_\_\_\_\_  
Jon McCraw, City Manager

**MAXIMUM ALLOWABLE COST**

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 32,000.00 (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. 22, 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



ESC  
Rev. 08/28/94 (Base)  
Rev. 01/29/18 (This form)

**PRELIMINARY ENGINEERING SERVICES CONTRACT**

*East Aloha Drive Phase II Sidewalk Improvements*

*STP-0045-00(035)LPA/109181-701000*

*Hancock County*

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

**WITNESSETH:**

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *East Aloha Drive Phase II Sidewalk project to include sidewalks, lighting, and landscape elements from West Aloha Drive to Veterans Drive*, as provided for in *STP-0045-00(035)LPA/109181-701000*, hereinafter called the "PROJECT"; and

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

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

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

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

**ARTICLE I. GENERAL RECITALS**

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

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

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

#### **ARTICLE II. SCOPE OF WORK**

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

#### **ARTICLE III. CONTRACT TERM, TERMINATION**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until *December 31, 2024* at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

#### **ARTICLE IV. TIME OF PERFORMANCE**

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

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

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



### ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

### ARTICLE VI. COMPENSATION, BILLING & AUDIT

#### A. Cost and Fees

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

#### B. Monthly Billing

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

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

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

#### C. Progress Reports

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

#### D. Record Retention

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

E. Retainage

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

**ARTICLE VII. FINAL PAYMENT**

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

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

**ARTICLE VIII. REVIEW OF WORK**

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

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

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



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

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

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

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

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

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

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

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

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

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

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

**ARTICLE X. INSURANCE**

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

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

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

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

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

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

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



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

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

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

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

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

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

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

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

#### **ARTICLE XIII. MODIFICATION**

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

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

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

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

**ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

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

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

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

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;



all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

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

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

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

#### **ARTICLE XVII. CONTRACT DISPUTES**

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

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment



eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

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

**ARTICLE XIX. WAIVER**

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

**ARTICLE XX. SEVERABILITY**

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

**ARTICLE XXI. ENTIRE AGREEMENT**

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

**ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

**ARTICLE XXIII. AVAILABILITY OF FUNDS**

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

**ARTICLE XXIV. STOP WORK ORDER**



A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

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

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

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

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

**LPA:**

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

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

**CONSULTANT:**

For Contractual Matters:  
*Sarah McLellan P.E.*  
*Covington Civil & Environmental*  
*2300 14<sup>th</sup> Street*  
*Gulfport, MS 39501*  
*Phone: 228-396-0486*  
*Fax: 228-396-0487*  
*sarah@ccellc.us*

For Technical Matters:  
*Sarah McLellan, P.E.*  
*Covington Civil & Environmental*  
*2300 14<sup>th</sup> Street*  
*Gulfport, MS 39501*  
*Phone: 228-396-0486*  
*Fax: 228-396-0487*  
*sarah@ccellc.us*

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

P.E. # 32886

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

P.E. # 32886

**ARTICLE XXVI. AUTHORIZATION**

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

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*City of Diamondhead*

\_\_\_\_\_  
*Jon McCraw, City Manager*

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*Covington Civil & Environmental*

\_\_\_\_\_  
*Benjamin Benvenuti, P.E., Principal*

ATTEST: \_\_\_\_\_

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

## LIST OF EXHIBITS

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

**EXHIBIT 1**

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

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



**EXHIBIT 2**  
**SCOPE OF WORK**

**GENERAL REQUIREMENTS:**

The following engineering services shall be performed by the Consultant on behalf of the LPA in accordance with this Contract at the direction of the LPA for the purpose of providing bid documents to construct concrete sidewalks, lighting, landscaping elements, benches, and other site amenities at East Aloha from Kalani Drive to Veterans Drive.

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

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

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

**Surveys shall always comply with the following:**

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards for Practice for Surveying" in Mississippi. All traverse and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverse shall be properly adjusted according to good surveying practices. Locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

**Roadway Design shall comply with the following:**

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;

5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineering *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadway Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. Manual on *Uniform Traffic Control Devices (MUTCD)*; and
17. Any other publication listed in Exhibit 8, or as instructed by MDOT.

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

Based on availability, the LPA may provide information to the Consultant including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, available old construction plans, traffic studies, roadway plans, copies of MDOT required standards, CADD files, survey control points, and useful contacts.

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

**ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW\*:**

\*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The Consultant will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this Contract is executed; and MDOT Project Development/Environmental Documentation, S.O.P No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this Contract is executed and complete the ENV-160 form.

**FIELD SURVEY:**

The Consultant shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

- A. Centerline Survey and Control:



1. Document “good faith” efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, immediate control and centerline in accordance with the MDOT Survey Manual;
3. Participate in centerline inspection immediately following its location to determine if any adjustments are necessary. The Consultant shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
4. Perform complete topographic survey along proposed project in accordance with the MDOT Survey Manual;
5. By the time Preliminary Right-of Way (ROW) plans are developed, the Consultant will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board’s “Standards of Practice” for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
  - a. A detailed and diligent search and collection of property corners, ROW markers, and property lines evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
  - b. Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
  - c. Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as, from evidence or deed. Each individual parcel is to be labeled with the following: owner name and tax parcel number. All GLA lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers or property and adjoining lots of Subdivisions;
  - d. All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
  - e. Any distances or bearings shown on this drawing shall be grid;
  - f. North arrow;
  - g. The property point ASC II file shall be printed by the Consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that coordinate values of this file meets or exceeds requirements for land class “B”, as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor’s “Standard of Practice” for Land Surveying in the State of Mississippi.
6. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board’s “Standards of Practice” or specifications listed within this Contract the Consultant shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this Contract.

7. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

B. Field Staking

1. Once Maps and Deeds are complete, iron pins (3/4" x 30" rebar) shall be set at the locations of proposed ROW monuments. Accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the MDOT or in accordance with Mississippi's Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.
2. Once Maps and Deeds are complete, all ROW lines shall be cleared and staked at 100-foot intervals.

**PHASE A (FIELD REVIEW) PLANS:**

Phase A (Field Review) Plans

The Consultant will submit the LPA-100 and LPA-700 forms to MDOT.

MDOT approval of the LPA-100 & LPA-700 forms are required prior to the scheduling of a field review.

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;

The Consultant shall include the following: preliminary earthwork quantities, preliminary pavement detail sheets, as well as any traffic control that will be required during construction.

Following the Field Inspection, the Consultant shall make all approved plan changes as instructed.

**PHASE B (OFFICE REVIEW) PLAN DESIGN:**

(Construction Plans and Specifications)

The Office Review Plan requirements include the following components:

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Traffic Control Plans;
- H. Temporary Erosion Control Standard Drawings;
- I. Standard Drawings;

- J. Other applicable plans as necessary for the construction of the project;
- K. All calculations, notes, and data used to develop the plans

On projects which include a disturbed area over five acres, the Consultant is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

Following the Office Review, the Consultant shall make all approved plan changes as instructed.

**PHASE C (PS&E) PLAN DESIGN:**

(Construction Plans and Specifications)

The PS&E requirements include the following components:

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Traffic Control Plans;
- H. Temporary Erosion Control Standard Drawings;
- I. Standard Drawings;
- J. Other applicable plans as necessary for the construction of the project;
- K. All calculations, notes, and data used to develop the plans.



### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$76,038.29 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

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

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

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

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

#### SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

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

##### **Direct Salaries:**

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

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

##### **Payroll Additive & Overhead:**

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

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

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

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

**Direct Costs:**

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

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

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

**Fixed Fee:**

The CONSULTANT'S fixed fee shall be \$8,026.53, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$76,038.29 (Total of all Charges) without the prior written consent of both parties.

**FEE AND EXPENSE SUMMARY**

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
<b>Project Total</b>	66,887.75	1,124.00	8,026.53	0.00	76,038.29

**EXHIBIT 4**  
**SAMPLE CSU-001 – COST PLUS FIXED FEE**

REV 4/01/2016

LPA-CSU-001 For LPA's

Date Processed January 0, 1900  
 Vendor Number 3100000000  
 Project No. 0  
 In Account With 0  
 Contract Number: CS 000000 0  
 Est. No. 0

P.O. No. 3941  
 Invoice Number: 0  
 Sheet No. 1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
 MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

MDOT Project Number 0  
 County 0  
 Address 0  
 Surety Period January 0, 1900 THRU January 0, 1900 Document No.

Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
<b>Total Net Work Due</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Contract Not To Exceed Amount \$0.00  
 NTP Date January 0, 1900  
 Termination Date January 0, 1900

Quantities Checked  
 Original Signed  
 C00000000  
 LPA Official 0  
 Approved By: Consultant Services Unit Engineer - Scot Ehrgott, P.E.

% Matching Funds Deduction for LPA 0.00000%  
 001 00000 0 0 0  
 TOTAL Net Amount Owed to the LPA 0.00 0.00 0.00

**THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT**



EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY  
ADDRESS  
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000  
PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
PROFESSIONAL SERVICES IN ACCORDANCE WITH  
CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO  
PROJECT NO. \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000  
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

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

NOTE:

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

SUPPORTING DATA

Project No. 00-0000-00-000-00  
 County \_\_\_\_\_

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



## EXHIBIT 5

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

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

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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



## EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

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

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

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

SO CERTIFIED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*Covington Civil & Environmental*

\_\_\_\_\_  
*Benjamin Benvenuti, P.E., Principal*

ATTEST: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary

**EXHIBIT 7**

**CERTIFICATION OF THE LPA**

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

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

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*City of Diamondhead*

\_\_\_\_\_  
*Jon McCraw, City Manager*



EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

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

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

\_\_\_\_\_  
EEV\* Company Identification Number [Required]

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

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

## Summary

**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	17		\$617.30	\$679.03	\$0.00	\$1,296.33		\$155.56	\$1,451.89
Meetings	64		\$2,428.33	\$2,671.17	\$0.00	\$5,099.50	\$665.50	\$611.94	\$6,376.94
Environmental	18		\$654.54	\$719.99	\$0.00	\$1,374.52		\$164.94	\$1,539.47
Geotechnical									
Roadway	375		\$14,790.91	\$16,270.00	\$0.00	\$31,060.91	\$327.50	\$3,727.31	\$35,115.72
Bridge									
Hydraulics									
Survey	126		\$5,207.82	\$5,728.60	\$0.00	\$10,936.42	\$131.00	\$1,312.37	\$12,379.79
PS&E/Advertisement	225		\$8,152.42	\$8,967.66	\$0.00	\$17,120.07		\$2,054.41	\$19,174.48
<b>Total</b>	<b>825</b>		<b>\$31,851.31</b>	<b>\$35,036.44</b>		<b>\$66,887.75</b>	<b>\$1,124.00</b>	<b>\$8,026.53</b>	<b>\$76,038.29</b>

**Grand Total    \$76,038.29**

# Activation Sheet

East Aloha Drive Phase II Sidewalk Project

Hancock County

STP-0045-00(035)LPA/109181-701000

Covington Civil & Environmental

11/2/2023

Item No. 16.

MDOT Process Item Description	No.	Estimated Hours										Total Hours	
		Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	Total Hours		
Project Activation													
LPA 100			1.0	2.0		1.0							4.0
LPA 700/800			1.0	2.0		1.0							4.0
Kickoff Meeting			2.0	4.0									6.0
Quality Control			1.0	2.0									3.0
<b>Total Hours</b>			5.0	10.0		2.0							17.0

Raw Labor Rates  
Labor Cost

\$44.33 \$33.56 \$42.07 \$30.02 \$40.87 \$38.94  
221.7 335.6 60.0

Overhead % 110.00%  
Fixed Fee % 12.00%  
FCCM Overhead % 0.00%

**Direct Costs:** Qty. Unit Price<sup>1</sup>  
Mileage  
Meals  
Lodging  
Postage  
Supplies  
Reproductions  
Other  
<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total \$1,451.89

Subconsultant A	
Subconsultant B	
Subconsultant Total	

**Project Total** \$1,451.89

**Meetings Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Item Description	Estimated Hours									
	No. Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	Total Hours
<b>Field Review</b>										
Print and Distribute Plans					2.0	2.0				4.0
Conduct Plan in Hand review		4.0	4.0							8.0
Prepare Field Review Report		1.5	1.0		1.0					3.5
<b>Office Review</b>										
Print Plans and Specifications					2.0	2.0				4.0
Compile Design Notebook		1.0	1.0		2.0					4.0
Prepare ROW/Util Status Report		1.0	2.0		2.0					5.0
Conduct Plan Review		4.0	4.0							8.0
Prepare Office Review Report		1.0	2.0		2.0					5.0
<b>PS&amp;E Assembly</b>										
MDOT Coordination		8.0	4.0							12.0
Quality Control		8.0	2.0							10.0
<b>Total Hours</b>		<b>28.5</b>	<b>20.0</b>		<b>11.0</b>	<b>4.0</b>				<b>63.5</b>

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	
Labor Cost	1263.4	671.2		330.3	163.5			2,428.33
					Overhead	%	110.00%	\$2,671.17
					Fixed Fee	%	12.00%	\$611.94
					FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	100.0	\$0.655	\$65.50
Meals			
Lodging			
Postage	2.0	\$50.00	\$100.00
Supplies			
Reproductions	5.0	\$100.00	\$500.00
Other			

<sup>1</sup> See State Travel Handbook

<b>Total Direct Costs:</b>	\$665.50
<b>Prime Total</b>	\$6,376.94
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	\$6,376.94



**Environmental Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
<b>Environmental Documentation</b>										
Wetland Investigation										-----
ENV-160		2.0	4.0		4.0		8.0			18.0
<b>Permits</b>										
NPDES										
USACE										
Quality Control										
<b>Total Hours</b>		2.0	4.0		4.0		8.0			18.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	88.7	134.2		120.1		311.5			654.54
					Overhead	%	110.00%		\$719.99
					Fixed Fee	%	12.00%		\$164.94
					FCCM Overhead	%	0.00%		\$0.00

**Direct Costs:** Qty. Unit Price<sup>1</sup>

- Mileage
- Meals
- Lodging
- Postage
- Supplies
- Reproductions
- Other

<sup>1</sup> See State Travel Handbook

**Total Direct Costs:**

Prime Total	\$1,539.47
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	<b>\$1,539.47</b>



**Roadway Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Item Description	No.				Estimated Hours						Total Hours
	Sheets	Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification		
<b>Field Review</b>											
<b>Horizontal Alignment Design</b>											
Mainline		8.0	8.0			32.0				48.0	
<b>Vertical Alignment Design</b>											
Mainline-New Alignment and/or Regrade Existing Lanes		8.0	8.0			32.0				48.0	
<b>Cross Sections</b>											
Run Pattern Lines											
Cut Existing Cross Sections						4.0				4.0	
Evaluate/Run Shape Files											
Determine Proposed Template Criteria		2.0	4.0			4.0				10.0	
Generate Proposed Templates						4.0				4.0	
Determine Constructability Issues		2.0	4.0			2.0				8.0	
Adjust Cross Sections For Revised Bridge Recommendations											
Phase Construction Details											
Preliminary Earthwork Calculations		2.0	2.0			4.0				8.0	
<b>Plan Profile Sheets</b>											
Sheet Clean-Up and Organization											
Add Notes, Bridges, & Pipes In Profile View											
Adjust Profile for Revised Bridge Recommendations											
Erosion Control Sheets											
<b>Miscellaneous Sheets</b>											
Special Design Sheets						8.0				8.0	
Conceptual Permanent Striping											
Conceptual Permanent Signing Plan											
<b>Traffic Control Plan</b>											
Evaluate Construction Phasing		1.0	2.0							3.0	
TCP Sheets		1.0	2.0			2.0				5.0	
TCP Typical Sections											
Revise Plans Per Conceptual Review		4.0	4.0			28.0	16.0			52.0	
QA/QC		6.0								6.0	
<b>Office Review</b>											
<b>Typical Sections</b>											
Add Paving Details & Notes		2.0	4.0			8.0				14.0	
<b>Summary of Quantity Sheets</b>											
Create SQ Sheets		2.0	4.0			2.0				8.0	
Select Appropriate Pay Items		4.0	4.0			2.0				10.0	
Add Footnotes		2.0	4.0			2.0				8.0	
<b>Estimated Quantity Sheets</b>											
Earthwork (phased if necessary)		2.0	4.0			8.0				14.0	
Drainage Structures											
Permanent Erosion Control		2.0	4.0			4.0				10.0	
Traffic Control		2.0	4.0			4.0				10.0	
Pavement Marking (permanent and temporary)											
Removal Items		2.0	4.0			4.0				10.0	
Side Drains											
Guardrail											
Junction Boxes											
Box Culverts											
Bridge End Pavement											
Permanent Signing											
Hydraulic Design Data											
Incidental Construction Items		4.0	8.0			8.0				20.0	
<b>Quantity Calculations</b>		4.0	6.0			4.0				14.0	
<b>Plan Profile Sheets</b>											
Sheet Clean-up and Organization											

**Roadway Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

Design & Place Permanent Erosion Control Items									
Place Earthwork Information (phased if necessary)									
<b>Traffic Control Detail Sheets</b>									
Develop Phasing Narrative (if necessary)	1.0	2.0							3.0
Construction Signing Detail	1.0	2.0							3.0
TCP Sheets	1.0	2.0							3.0
TCP Typical Sections									
Address Corrections From MDOT TCP Check	1.0	2.0				8.0			11.0
Special Design Sheets									
Erosion Control Sheets(including plan-profile EC sheets)	1.0	2.0				2.0			5.0
QA/QC	4.0					4.0			8.0
<b>Submit Office Review Plans</b>									
2 Multi-Page PDF Files For Plans & Cross Sections	1.0	2.0			1.0	2.0			6.0
Complete/Submit Phase B Checklist	1.0	2.0			2.0				5.0
Submit Quantity Calculations (1 multi-page pdf)	2.0	4.0							6.0
Submit CADD Files		1.0				2.0			3.0
<b>Total Hours</b>	<b>73.0</b>	<b>99.0</b>			<b>3.0</b>	<b>184.0</b>	<b>16.0</b>		<b>375.0</b>

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	3236.1	3322.4		90.1	7519.2	623.1			14,790.91
Overhead						%	110.00%		\$16,270.00
Fixed Fee						%	12.00%		\$3,727.31
FCCM Overhead						%	0.00%		\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	500.0	\$0.655	\$327.50
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

<sup>1</sup> See State Travel Handbook.

<b>Total Direct Costs:</b>	<b>\$327.50</b>
<b>Prime Total</b>	<b>\$35,115.72</b>
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	<b>\$35,115.72</b>



**Survey Sheet**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
Field Review											
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)				8.0						8.0
	Property Owner Interview & Questionnaire (x Properties)				4.0						4.0
	Establish/Verify the Primary Horizontal & Vertical Control				4.0						4.0
	Establish Secondary Control Points as a Supplement to the Primary Control				2.0						2.0
	Establish and Verify Approx. x TBM's (Temporary Benchmarks)				4.0						4.0
	Perform Topographic Survey of Main Line (x LF @ y' Intervals)				24.0						24.0
	Layout and Perform Cross Sections of Main Line (x LF @ y' Intervals)				24.0						24.0
	Perform Topographic Survey of Intersecting Streets (x side roads - y LF @ z' Intervals)				4.0						4.0
	Layout and Perform Cross Sections of Main Line (x side roads - y LF @ z' Intervals)				8.0						8.0
	Traverse, Profile, & Section Major Drainage Channels (x Locations - y within Floodway Limits)				4.0						4.0
	Utility Mapping - Locate Underground Utilities per MS. One Call System/Compiling Utility Drawings from Owners - Municipalities			4.0							4.0
	Develop Digital Terrain Model										
	Generate Finalized Existing Conditions Drawing						24.0				24.0
	Quality Control						4.0				4.0
	<b>Total Hours</b>		4.0	8.0	86.0		28.0				126.0

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00
Labor Cost	177.3	268.5	3617.8		1144.2			

Overhead	%	110.00%	\$5,728.60
Fixed Fee	%	12.00%	\$1,312.37
FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>	
Mileage	200.0	\$0.655	\$131.00
Meals			
Lodging			
Postage			
Supplies			
Reproductions			
Other			

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$131.00

Prime Total \$12,379.79

Subconsultant A	
Subconsultant B	
Subconsultant Total	

**Project Total** \$12,379.79



**PS&E / Advertisement**  
**East Aloha Drive Phase II Sidewalk Project**  
**Hancock County**  
**STP-0045-00(035)LPA/109181-701000**  
**Covington Civil & Environmental**  
**11/2/2023**

MDOT Process Description	Item	No. Sheets	Estimated Hours								Total Hours
			Project Engineer	Engineer Intern	RTK Survey - One Man Crew	Administrative Assistant	Senior Design Technician	Environmental Technician	Labor Classification	Labor Classification	
<b>PS&amp;E Assembly</b>											
Right of Way Certification			1.0	2.0							3.0
Utility Certification			1.0	2.0							3.0
Encroachment Certification			1.0	2.0							3.0
Hazardous Waste Certification											
Asbestos Abatement Certification											
Compose Letters			3.0	8.0		4.0					15.0
Compile Forms						4.0					4.0
Print Plans						2.0					2.0
Assemble Specifications			10.0	10.0		16.0					36.0
Material Checklist			6.0	16.0		4.0					26.0
MDOT Coordination			16.0	16.0		4.0					36.0
<b>Advertisement</b>											
Print Plans and Specifications						2.0	2.0				4.0
Prepare Advertisement			1.5	1.5		2.0					5.0
Bidder Coordination			20.0	30.0		6.0	4.0				60.0
Receive & Evaluate Bids			4.0	4.0		2.0					10.0
Assemble Bids and Submit			2.0	4.0		8.0					14.0
Quality Control			4.0								4.0
<b>Total Hours</b>			<b>69.5</b>	<b>95.5</b>		<b>54.0</b>	<b>6.0</b>				<b>225.0</b>

Raw Labor Rates	\$44.33	\$33.56	\$42.07	\$30.02	\$40.87	\$38.94	\$0.00	\$0.00	
Labor Cost	3080.9	3205.0		1621.3	245.2				8,152.42

Overhead	%	110.00%	\$8,967.66
Fixed Fee	%	12.00%	\$2,054.41
FCCM Overhead	%	0.00%	\$0.00

<b>Direct Costs:</b>	Qty.	Unit Price <sup>1</sup>
Mileage		
Meals		
Lodging		
Postage		
Supplies		
Reproductions		
Other		

<sup>1</sup> See State Travel Handbook

Total Direct Costs:

Prime Total	\$19,174.48
Subconsultant A	
Subconsultant B	
Subconsultant Total	
<b>Project Total</b>	<b>\$19,174.48</b>

Proposed Project Schedule  
 East Aloha Drive Phase II Sidewalk Improvements  
 Hancock County  
 STP-0045-00(035)LPA/109181-701000  
 Covington Civil & Environmental

Item Description	Anticipated Time to Complete
<b>Project Activation</b>	<b>3 Days</b>
LPA 100	1 Day
LPA 700/800	1 Day
Kickoff Meeting	1 Day
<b>Environmental Documentation</b>	<b>4 Days</b>
ENV-160	4 Days
<b>Field Review</b>	<b>35 Days</b>
Print and Distribute Plans	1 Day
Staking/Utility Locate Coordination	15 Days
Conduct Plan in Hand Review	1 Day
Prepare Plan Review Report	2 Days
Modify Plans per review comments	16 Days
<b>Office Review</b>	<b>45 Days</b>
Print Plans and Specification	1 Day
Compile Design Notebook	1 Day
Prepare ROW/Utility Status Report	4 Days
Develop Specifications	10 Days
Prepare Construction Estimate	5 Days
Assemble and Distribute PS&E	2 Days
Conduct Plan Review	1 Day
Prepare Office Review Report	1 Day
Modify Plans per review comments	20 Days
<b>PS&amp;E Assembly</b>	<b>30 Days</b>
Right of Way Certification	2 Days
Utility Certification	2 Days
Encroachment Certification	2 Days
Compose Letters	4 Days
Compile Forms	4 Days
Print Plans	1 Day
Assemble Specifications	2 Days
Material Checklist	3 Days
MDOT Coordination	10 Days
<b>Advertisement</b>	<b>30 Days</b>
Print Plans and Specifications	1 Day
Prepare Advertisement	1 Day
Bidder Coordination	20 Days
Receive & Evaluate Bids	5 Days
Assemble Bids and Submit	3 Days

<b>Survey</b>	<b>20 Days</b>
<b>Plans</b>	<b>50 Days</b>
Title Sheet	1 Day
Detailed Index	1 Day
General Notes	1 Day
Summary of Quantities	4 Days
Estimated Quantities	4 Days
Plans Sheets	25 Days
Misc Details	14 Days
<b>Quality Control</b>	<b>15 Days</b>





November 16, 2023

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

Re: Diamondhead Bond Paving Project  
Pay Application No.1  
Project No. 2023-005

Dear Mr. McCraw,

Please find attached Payment Request No. 1 from Warren Paving, Inc. for construction on the above referenced project in the amount of \$1,739,598.91.

We have verified all quantities and work completed and we recommend approval for payment. The retainage to date of 5% in the amount of \$91,557.84 has been deducted from the earned amount to date of \$1,831,156.75 as shown on the Contractor's Application for Payment.

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

Sincerely,

DIGITAL ENGINEERING



John M. Stein, P.E.  
Manager of Engineering Operations

cc: Carlos Morales, WP  
Jeannie Klein, COD

Enclosures



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 223019.1

To CITY OF DIAMONDHEAD  
 Owner: 5000 DIAMONDHEAD CIRCLE

Project 223019- Diamondhead Bond Paving  
 Project

Application No. : 1

Distribution to :

Owner

Architect

Contractor

DIAMONDHEAD, MS 39525

Period To: 10/31/2023

From Contract: Warren Paving Inc  
 PO Box 572  
 Hattiesburg, MS 39403

Via Architect: Digital Engineering

Project Nos:

Contract For:

Contract


## CONTRACTOR'S APPLICATION FOR PAYMENT

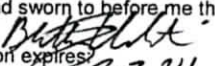
Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. Original Contract Sum .....	\$3,339,408.85
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$3,339,408.85
4. Total Completed and Stored To Date .....	\$1,831,156.75
5. Retainage:	
a. 5.00% of Completed Work	\$91,557.84
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$91,557.84
6. Total Earned Less Retainage .....	\$1,739,598.91
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$1,739,598.91
9. Balance To Finish, Plus Retainage .....	\$1,599,809.94

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: Warren Paving Inc

By:  Date: 11/9/2023

State of: MS  
 Subscribed and sworn to before me this  
 Notary Public:   
 My Commission expires: 8-7-24

County of: Harrison  
 day of November

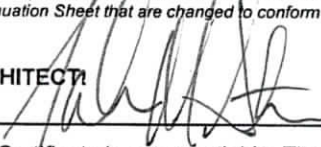


## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$1,739,598.91

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

ARCHITECT:  Date: 11/16/23

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

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

# CONTINUATION SHEET

Item No. 17.

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. : 1  
 Application Date : 10/31/23  
 To: 10/31/23  
 Architect's Project No.:

Invoice #: 223019.1      Contract : 223019- Diamondhead Bond Paving Project

A Item No.	B Description of Work	C Scheduled Value		D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
		QTY	\$AMT	From Previous Application (D+E)	This Period In Place					
1000	PRE-CONSTRUCTION VIDEO	615.00	0.00	0.00	0.00	0.00	0.00	0.00%	615.00	
		0.00	0.00	0.00	0.00		0.00		0.00	
1100	CONSTRUCTION LAYOUT	12,990.00	0.00	12,990.00	0.00	0.00	12,990.00	100.00%	0.00	
		0.00	0.00	0.00			0.00		0.00	
2000	4IN WHITE PLASTIC SOLID STRIPE	172,722.00	0.00	0.00	0.00	0.00	0.00	0.00%	172,722.00	
		157,020.00	0.00	0.00			0.00		157,020.00	
2100	8IN WHITE PLASTIC DASHED STRIPE	2,970.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,970.00	
		2,700.00	0.00	0.00			0.00		2,700.00	
2200	4IN WHITE PLASTIC DASHED STRIPE	4,702.50	0.00	0.00	0.00	0.00	0.00	0.00%	4,702.50	
		4,275.00	0.00	0.00			0.00		4,275.00	
2300	CONTINENTAL CROSSWALK WHITE PLASTIC	1,584.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,584.00	
		144.00	0.00	0.00			0.00		144.00	
2400	8IN WHITE PLASTIC SOLID PARKING LINES	3,990.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,990.00	
		600.00	0.00	0.00			0.00		600.00	
2500	4IN WHITE PLASTIC SOLID PARKING LINES	4,668.30	0.00	0.00	0.00	0.00	0.00	0.00%	4,668.30	
		702.00	0.00	0.00			0.00		702.00	
2600	4IN YELLOW PLASTIC SOLID STRIPE	85,074.00	0.00	0.00	0.00	0.00	0.00	0.00%	85,074.00	
		77,340.00	0.00	0.00			0.00		77,340.00	
2700	4IN WHITE PLASTIC HATCH FOR NO PARKING	1,197.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,197.00	
		180.00	0.00	0.00			0.00		180.00	
2800	4IN BLUE PLASTIC HATCH FOR ADA NO PARKING	1,430.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,430.00	
		130.00	0.00	0.00			0.00		130.00	
2900	24IN WHITE PLASTIC STOP BAR	1,215.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,215.00	
		90.00	0.00	0.00			0.00		90.00	
3000	BLUE PLASTIC ADA PARKING SYMBOL	2,240.00	0.00	0.00	0.00	0.00	0.00	0.00%	2,240.00	
		4.00	0.00	0.00			0.00		4.00	
3100	WHITE PLASTIC TURN ARROW	1,675.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,675.00	
		5.00	0.00	0.00			0.00		5.00	
3200	BIKE LANE SYMBOL PLASTIC	81,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	81,000.00	
		180.00	0.00	0.00			0.00		180.00	



# CONTINUATION SHEET

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. : 1  
 Application Date : 10/31/23  
 To: 10/31/23  
 Architect's Project No.:

Invoice #: 223019.1 Contract : 223019- Diamondhead Bond Paving Project

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)		H Balance To Finish (C-G)	I Retainage
		QTY	\$AMT	From Previous Application (D+E)	This Period In Place		%	(G / C)		
3300	FLEX POST DILEANATOR	1,122.00		0.00	0.00	0.00	0.00	0.00%	1,122.00	
		22.00		0.00	0.00		0.00		22.00	
3400	REMOVE PORTION OF EXISTING WHITE STRIPE	3,432.00		0.00	0.00	0.00	0.00	0.00%	3,432.00	
		312.00		0.00	0.00		0.00		312.00	
203100	REMOVE UNSUITABLE MATERIAL & REPLACE WITH SELECT GRANULAR BA	7,500.00		0.00	0.00	0.00	0.00	0.00%	7,500.00	
		50.00		0.00	0.00		0.00		50.00	
203101	REMOVE UNSUITABLE MATERIAL AND REPLACE WITH 610 LIMESTONE (F	12,000.00		0.00	0.00	0.00	0.00	0.00%	12,000.00	
		50.00		0.00	0.00		0.00		50.00	
216100	CLEAN-UP DRESSING & SODDING	11,500.00		0.00	0.00	0.00	0.00	0.00%	11,500.00	
		0.00		0.00	0.00		0.00		0.00	
235102	ENVIRONMENTAL PROTECTION & EROSION CONTROL	700.00		0.00	0.00	0.00	0.00	0.00%	700.00	
		0.00		0.00	0.00		0.00		0.00	
403101	ASPHALTIC CONCRETE PAVEMENT 1-1/ 2IN OVERLAY	2,368,350.00		0.00	1,306,025.33	0.00	1,306,025.33	55.14%	1,062,324.67	
		16,620.00		0.00	9,165.09		9,165.09		7,454.91	
403102	1 1/2IN MILL PATCH	101,118.00		0.00	100,054.00	0.00	100,054.00	98.95%	1,064.00	
		2,661.00		0.00	2,633.00		2,633.00		28.00	
403110	FULL DEPTH PATCH	19,095.00		0.00	20,880.55	0.00	20,880.55	109.35%	-1,785.55	
		57.00		0.00	62.33		62.33		-5.33	
403201	APSHALTIC CONCRETE LEVELING COURSE 0IN - 1 1/2IN	21,000.00		0.00	19,937.82	0.00	19,937.82	94.94%	1,062.18	
		1,000.00		0.00	949.42		949.42		50.58	
406101	COLD PLANING/DISPOSAL OF ASPHALTIC CONCRETE PAVEMENT	263,019.05		0.00	263,019.05	0.00	263,019.05	100.00%	0.00	
		89,159.00		0.00	89,159.00		89,159.00		0.00	
618400	MAINTENANCE OF TRAFFIC	72,500.00		0.00	36,250.00	0.00	36,250.00	50.00%	36,250.00	
		0.00		0.00	0.00		0.00		0.00	
620100	MOBILIZATION	80,000.00		0.00	72,000.00	0.00	72,000.00	90.00%	8,000.00	
		0.00		0.00	0.00		0.00		0.00	
<b>Grand Totals</b>		<b>3,339,408.85</b>		<b>0.00</b>	<b>75</b>	<b>0.00</b>	<b>1,831,156.75</b>	<b>54.83%</b>	<b>1,508,252.10</b>	<b>91,557.84</b>

2023-409

Item No. 18.



City of Diamondhead, MS

# Budget Adjustment Register

## Adjustment Detail

Packet: GLPKT09495 - Adjustment Packet from POPKT03778 - Rollover Purch

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000089	BUDGET 2023-2024	Fiscal Close Adjustment - POPKT03778 - Rollover Pu	11/17/2023

### Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>001-140-600.00</u>	Professional Fees - Accounting/	FY22 AUDITING SERVICES Adjustment	35,000.00	34,000.00	69,000.00
October:	2,833.33	January: 2,833.33		July: 2,833.33	
November:	2,833.33	February: 2,833.33		August: 2,833.33	
December:	2,833.33	March: 2,833.33		September: 2,833.37	
April:		April: 2,833.33			
May:		May: 2,833.33			
June:		June: 2,833.33			
<u>001-140-601.00</u>	Professional Fees - Consulting	DISASTER ASSISTANCE Adjustment	0.00	7,568.75	7,568.75
October:	630.73	January: 630.73		July: 630.73	
November:	630.73	February: 630.73		August: 630.73	
December:	630.73	March: 630.73		September: 630.72	
April:		April: 630.73			
May:		May: 630.73			
June:		June: 630.73			
<u>001-140-605.00</u>	Professional Fees - IT	HOSTED EXCHANGE Adjustment	85,420.00	144.00	85,564.00
October:	12.00	January: 12.00		July: 12.00	
November:	12.00	February: 12.00		August: 12.00	
December:	12.00	March: 12.00		September: 12.00	
April:		April: 12.00			
May:		May: 12.00			
June:		June: 12.00			
<u>001-140-605.00</u>	Professional Fees - IT	COMPLETE CARE - 5% INCREASE Adjustment	85,420.00	384.72	85,804.72
October:	32.06	January: 32.06		July: 32.06	
November:	32.06	February: 32.06		August: 32.06	
December:	32.06	March: 32.06		September: 32.06	
April:		April: 32.06			
May:		May: 32.06			
June:		June: 32.06			
<u>001-140-605.00</u>	Professional Fees - IT	COMPLETE CARE PLAN Adjustment	85,420.00	9,618.00	95,038.00
October:	801.50	January: 801.50		July: 801.50	
November:	801.50	February: 801.50		August: 801.50	
December:	801.50	March: 801.50		September: 801.50	
April:		April: 801.50			
May:		May: 801.50			
June:		June: 801.50			
<u>001-140-605.00</u>	Professional Fees - IT	TWO FACTOR AUTHENTICATION Adjustment	85,420.00	252.00	85,672.00
October:	21.00	January: 21.00		July: 21.00	
November:	21.00	February: 21.00		August: 21.00	
December:	21.00	March: 21.00		September: 21.00	
April:		April: 21.00			
May:		May: 21.00			
June:		June: 21.00			
<u>001-140-635.00</u>	Professional Fees - Repair & M	MAST LIGHT POLE REPAIRS Adjustment	2,500.00	650.00	3,150.00
October:	54.17	January: 54.17		July: 54.17	
November:	54.17	February: 54.17		August: 54.17	
December:	54.17	March: 54.17		September: 54.13	
April:		April: 54.17			
May:		May: 54.17			
June:		June: 54.17			
<u>001-280-601.00</u>	Professional Fees - Consulting	ZONING CODE REWRITE Adjustment	10,000.00	42,794.83	52,794.83
October:	3,566.24	January: 3,566.24		July: 3,566.24	
November:	3,566.24	February: 3,566.24		August: 3,566.24	
December:	3,566.24	March: 3,566.24		September: 3,566.19	
April:		April: 3,566.24			
May:		May: 3,566.24			
June:		June: 3,566.24			
<u>001-301-602.00</u>	Professional Fees - Engineering	HILO WAY DRAINAGE Adjustment	61,000.00	10,000.00	71,000.00
October:	833.33	January: 833.33		July: 833.33	
November:	833.33	February: 833.33		August: 833.33	
December:	833.33	March: 833.33		September: 833.37	
April:		April: 833.33			
May:		May: 833.33			
June:		June: 833.33			
<u>001-301-602.00</u>	Professional Fees - Engineering	SUPPORT FOR MAKIKI DR PROJECT Adjustmen	61,000.00	6,200.00	67,200.00
October:	516.67	January: 516.67		July: 516.67	
November:	516.67	February: 516.67		August: 516.67	
December:	516.67	March: 516.67		September: 516.63	
April:		April: 516.67			
May:		May: 516.67			
June:		June: 516.67			
<u>001-301-602.00</u>	Professional Fees - Engineering	BOUNDARY SURVEY OF PARCELS Adjustment	61,000.00	1,500.00	62,500.00
October:	125.00	January: 125.00		July: 125.00	
November:	125.00	February: 125.00		August: 125.00	
December:	125.00	March: 125.00		September: 125.00	
April:		April: 125.00			
May:		May: 125.00			
June:		June: 125.00			
<u>001-301-602.00</u>	Professional Fees - Engineering	SUBDIVISION REGULATIONS UPDATE Adjustm	61,000.00	1,100.00	62,100.00
October:	91.67	December: 91.67		April: 91.67	
November:	91.67	January: 91.67		May: 91.67	
		February: 91.67			
		March: 91.67			

**Budget Adjustment Register**

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June:	91.67	July:	91.67	August:	91.67	September:	91.63		
<u>001-301-635.00</u>		Professional Fees - R&M Outsi		DUMP TRUCK REPAIRS Adjustment		50,000.00	3,407.86	53,407.86	
October:	283.99	January:	283.99	April:	283.99	July:	283.99		
November:	283.99	February:	283.99	May:	283.99	August:	283.99		
December:	283.99	March:	283.99	June:	283.99	September:	283.97		
<u>001-301-912.01</u>		Capital Outlay - Paving		ROADWAY IMPROVEMENTS PHASE 4 Adjustm		0.00	45,906.79	45,906.79	
October:	3,825.57	January:	3,825.57	April:	3,825.57	July:	3,825.57		
November:	3,825.57	February:	3,825.57	May:	3,825.57	August:	3,825.57		
December:	3,825.57	March:	3,825.57	June:	3,825.57	September:	3,825.52		
<u>001-653-650.00</u>		Promotions		STANDARD PORTOLET Adjustment		55,000.00	600.00	55,600.00	
October:	50.00	January:	50.00	April:	50.00	July:	50.00		
November:	50.00	February:	50.00	May:	50.00	August:	50.00		
December:	50.00	March:	50.00	June:	50.00	September:	50.00		
<u>115-000-602.00</u>		Professional Fees - Engineering		ENGINEER SVS MONTJOY CREEK/PUBLIC ACCE		42,402.00	7,601.50	50,003.50	
October:	633.46	January:	633.46	April:	633.46	July:	633.46		
November:	633.46	February:	633.46	May:	633.46	August:	633.46		
December:	633.46	March:	633.46	June:	633.46	September:	633.44		
<u>115-000-602.00</u>		Professional Fees - Engineering		ENGINEER SVS MONTJOY CREEK/PUBLIC ACCE		42,402.00	1,114.26	43,516.26	
October:	92.86	January:	92.86	April:	92.86	July:	92.86		
November:	92.86	February:	92.86	May:	92.86	August:	92.86		
December:	92.86	March:	92.86	June:	92.86	September:	92.80		
<u>156-653-602.00</u>		Professional Fees - Engineering		COMMERCIAL DIST TRANS PROJECT -- TASK 4		0.00	47,118.75	47,118.75	
October:	3,926.56	January:	3,926.56	April:	3,926.56	July:	3,926.56		
November:	3,926.56	February:	3,926.56	May:	3,926.56	August:	3,926.56		
December:	3,926.56	March:	3,926.56	June:	3,926.56	September:	3,926.59		
<u>156-653-602.00</u>		Professional Fees - Engineering		COMMERCIAL DIST TRANS PROJECT -- TASK 5		0.00	5,460.00	5,460.00	
October:	455.00	January:	455.00	April:	455.00	July:	455.00		
November:	455.00	February:	455.00	May:	455.00	August:	455.00		
December:	455.00	March:	455.00	June:	455.00	September:	455.00		
<u>156-653-602.00</u>		Professional Fees - Engineering		COMMERCIAL DIST TRANS PROJECT -- TASK 6B		0.00	9,096.20	9,096.20	
October:	758.02	January:	758.02	April:	758.02	July:	758.02		
November:	758.02	February:	758.02	May:	758.02	August:	758.02		
December:	758.02	March:	758.02	June:	758.02	September:	757.98		
<u>156-653-602.00</u>		Professional Fees - Engineering		AMENDMENT NO. 1 Adjustment		0.00	136,515.60	136,515.60	
October:	11,376.30	January:	11,376.30	April:	11,376.30	July:	11,376.30		
November:	11,376.30	February:	11,376.30	May:	11,376.30	August:	11,376.30		
December:	11,376.30	March:	11,376.30	June:	11,376.30	September:	11,376.30		
<u>156-653-602.00</u>		Professional Fees - Engineering		COMMERCIAL DIST TRANS PROJECT -- TASK 7		0.00	9,405.00	9,405.00	
October:	783.75	January:	783.75	April:	783.75	July:	783.75		
November:	783.75	February:	783.75	May:	783.75	August:	783.75		
December:	783.75	March:	783.75	June:	783.75	September:	783.75		
<u>158-000-602.00</u>		Professional Fees - Engineering		DESIGN, BIDDING, CEI NOMA DRIVE BOAT LAU		0.00	12,941.13	12,941.13	
October:	1,078.43	January:	1,078.43	April:	1,078.43	July:	1,078.43		
November:	1,078.43	February:	1,078.43	May:	1,078.43	August:	1,078.43		
December:	1,078.43	March:	1,078.43	June:	1,078.43	September:	1,078.40		
<u>158-000-602.00</u>		Professional Fees - Engineering		NOMA DRIVE DREDGING Adjustment		0.00	1,081.14	1,081.14	
October:	90.10	January:	90.10	April:	90.10	July:	90.10		
November:	90.10	February:	90.10	May:	90.10	August:	90.10		
December:	90.10	March:	90.10	June:	90.10	September:	90.04		
<u>158-000-602.00</u>		Professional Fees - Engineering		AMENDMENT #1 - VEGETATION SURVEY Adjus		0.00	1,814.50	1,814.50	
October:	151.21	January:	151.21	April:	151.21	July:	151.21		
November:	151.21	February:	151.21	May:	151.21	August:	151.21		
December:	151.21	March:	151.21	June:	151.21	September:	151.19		
<u>158-000-917.00</u>		Capital Outlay - Mobile Equipm		MODULAR RESTROOM BUILDING Adjustment		0.00	2,288.90	2,288.90	
October:	190.74	January:	190.74	April:	190.74	July:	190.74		
November:	190.74	February:	190.74	May:	190.74	August:	190.74		
December:	190.74	March:	190.74	June:	190.74	September:	190.76		



**Budget Adjustment Register**

Packet: GLPKT09495 - Adjustment Packet from POPKT03778

<u>160-550-602.00</u>	Professional Fees - Engineer - D	DIAMONDHEAD PARK Adjustment	28,750.00	5,250.00	34,000.00
October: 437.50	January: 437.50	April: 437.50	July: 437.50	August: 437.50	September: 437.50
November: 437.50	February: 437.50	May: 437.50	June: 437.50		
December: 437.50	March: 437.50	June: 437.50			
<u>161-653-602.00</u>	Professional Fees - Engineering	COMMERCIAL DISTRICT TRANSFORMATION A	0.00	232,118.75	232,118.75
October: 19,343.23	January: 19,343.23	April: 19,343.23	July: 19,343.23	August: 19,343.23	September: 19,343.22
November: 19,343.23	February: 19,343.23	May: 19,343.23			
December: 19,343.23	March: 19,343.23	June: 19,343.23			
<u>161-653-602.00</u>	Professional Fees - Engineering	COMMERCIAL DISTRICT TRANSFORMATION A	0.00	258,496.33	258,496.33
October: 21,541.36	January: 21,541.36	April: 21,541.36	July: 21,541.36	August: 21,541.36	September: 21,541.37
November: 21,541.36	February: 21,541.36	May: 21,541.36			
December: 21,541.36	March: 21,541.36	June: 21,541.36			
<u>163-653-602.00</u>	Professional Fees- Engineering	COMMERCIAL DISTRICT TRANSFORMATION A	0.00	131,490.42	131,490.42
October: 10,957.54	January: 10,957.54	April: 10,957.54	July: 10,957.54	August: 10,957.54	September: 10,957.48
November: 10,957.54	February: 10,957.54	May: 10,957.54			
December: 10,957.54	March: 10,957.54	June: 10,957.54			
<u>163-653-602.00</u>	Professional Fees- Engineering	COMMERCIAL DISTRICT TRANSFORMATION A	0.00	75,600.00	75,600.00
October: 6,300.00	January: 6,300.00	April: 6,300.00	July: 6,300.00	August: 6,300.00	September: 6,300.00
November: 6,300.00	February: 6,300.00	May: 6,300.00			
December: 6,300.00	March: 6,300.00	June: 6,300.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	KALEKI WAY DRAINAGE Adjustment	80,000.00	23,600.00	103,600.00
October: 1,966.67	January: 1,966.67	April: 1,966.67	July: 1,966.67	August: 1,966.67	September: 1,966.63
November: 1,966.67	February: 1,966.67	May: 1,966.67			
December: 1,966.67	March: 1,966.67	June: 1,966.67			
<u>190-000-602.00</u>	Professional Fees - Engineering	HILO TO HAPUNA - LOCAL Adjustment	80,000.00	4,500.00	84,500.00
October: 375.00	January: 375.00	April: 375.00	July: 375.00	August: 375.00	September: 375.00
November: 375.00	February: 375.00	May: 375.00			
December: 375.00	March: 375.00	June: 375.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	DHDE NEAR AUKAI - LOCAL Adjustment	80,000.00	4,500.00	84,500.00
October: 375.00	January: 375.00	April: 375.00	July: 375.00	August: 375.00	September: 375.00
November: 375.00	February: 375.00	May: 375.00			
December: 375.00	March: 375.00	June: 375.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	HILO WAY WEST DRAINAGE - LOCAL Adjustme	80,000.00	4,500.00	84,500.00
October: 375.00	January: 375.00	April: 375.00	July: 375.00	August: 375.00	September: 375.00
November: 375.00	February: 375.00	May: 375.00			
December: 375.00	March: 375.00	June: 375.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	EAST ALOHA DRIVE & VETERANS DRIVE Adjust	80,000.00	10,500.00	90,500.00
October: 875.00	January: 875.00	April: 875.00	July: 875.00	August: 875.00	September: 875.00
November: 875.00	February: 875.00	May: 875.00			
December: 875.00	March: 875.00	June: 875.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	AHULI DRAINAGE Adjustment	80,000.00	65,500.00	145,500.00
October: 5,458.33	January: 5,458.33	April: 5,458.33	July: 5,458.33	August: 5,458.33	September: 5,458.37
November: 5,458.33	February: 5,458.33	May: 5,458.33			
December: 5,458.33	March: 5,458.33	June: 5,458.33			
<u>190-000-602.00</u>	Professional Fees - Engineering	KALAE DRAINAGE Adjustment	80,000.00	9,750.00	89,750.00
October: 812.50	January: 812.50	April: 812.50	July: 812.50	August: 812.50	September: 812.50
November: 812.50	February: 812.50	May: 812.50			
December: 812.50	March: 812.50	June: 812.50			
<u>190-000-602.00</u>	Professional Fees - Engineering	DIAMONDHEAD DRIVE EAST DRAINAGE Adjust	80,000.00	46,500.00	126,500.00
October: 3,875.00	January: 3,875.00	April: 3,875.00	July: 3,875.00	August: 3,875.00	September: 3,875.00
November: 3,875.00	February: 3,875.00	May: 3,875.00			
December: 3,875.00	March: 3,875.00	June: 3,875.00			
<u>190-000-602.00</u>	Professional Fees - Engineering	HILO AT KOKO - LOCAL Adjustment	80,000.00	4,500.00	84,500.00
October: 375.00	January: 375.00	April: 375.00	July: 375.00	August: 375.00	September: 375.00
November: 375.00	February: 375.00	May: 375.00			
December: 375.00	March: 375.00	June: 375.00			
<u>192-000-602.00</u>	Prof Fees-Engineering-ARPA M	AHULI DRAINAGE Adjustment	80,000.00	65,500.00	145,500.00

**Budget Adjustment Register**

Packet: GLPKT09495 - Adjustment Packet from POPKT03778

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October:	5,458.33	January:	5,458.33	April:	5,458.33	July:	5,458.33
November:	5,458.33	February:	5,458.33	May:	5,458.33	August:	5,458.33
December:	5,458.33	March:	5,458.33	June:	5,458.33	September:	5,458.37
<u>192-000-602.00</u>							
October:	875.00	Prof Fees-Engineering-ARPA M EAST ALOHA DRIVE & VETERANS DRIVE Adjust		80,000.00	10,500.00	90,500.00	
November:	875.00	January:	875.00	April:	875.00	July:	875.00
December:	875.00	February:	875.00	May:	875.00	August:	875.00
		March:	875.00	June:	875.00	September:	875.00
<u>192-000-602.00</u>							
October:	3,875.00	Prof Fees-Engineering-ARPA M DIAMONDHEAD DRIVE EAST DRAINAGE Adjust		80,000.00	46,500.00	126,500.00	
November:	3,875.00	January:	3,875.00	April:	3,875.00	July:	3,875.00
December:	3,875.00	February:	3,875.00	May:	3,875.00	August:	3,875.00
		March:	3,875.00	June:	3,875.00	September:	3,875.00
<u>192-000-602.00</u>							
October:	375.00	Prof Fees-Engineering-ARPA M DHDE NEAR AUKAI - STATE Adjustment		80,000.00	4,500.00	84,500.00	
November:	375.00	January:	375.00	April:	375.00	July:	375.00
December:	375.00	February:	375.00	May:	375.00	August:	375.00
		March:	375.00	June:	375.00	September:	375.00
<u>192-000-602.00</u>							
October:	375.00	Prof Fees-Engineering-ARPA M HILO AT KOKO - STATE Adjustment		80,000.00	4,500.00	84,500.00	
November:	375.00	January:	375.00	April:	375.00	July:	375.00
December:	375.00	February:	375.00	May:	375.00	August:	375.00
		March:	375.00	June:	375.00	September:	375.00
<u>192-000-602.00</u>							
October:	375.00	Prof Fees-Engineering-ARPA M HILO TO HAPUNA - STATE Adjustment		80,000.00	4,500.00	84,500.00	
November:	375.00	January:	375.00	April:	375.00	July:	375.00
December:	375.00	February:	375.00	May:	375.00	August:	375.00
		March:	375.00	June:	375.00	September:	375.00
<u>192-000-602.00</u>							
October:	812.50	Prof Fees-Engineering-ARPA M KALAE DRAINAGE Adjustment		80,000.00	9,750.00	89,750.00	
November:	812.50	January:	812.50	April:	812.50	July:	812.50
December:	812.50	February:	812.50	May:	812.50	August:	812.50
		March:	812.50	June:	812.50	September:	812.50
<u>192-000-602.00</u>							
October:	1,966.67	Prof Fees-Engineering-ARPA M KALEKI WAY DRAINAGE Adjustment		80,000.00	23,600.00	103,600.00	
November:	1,966.67	January:	1,966.67	April:	1,966.67	July:	1,966.67
December:	1,966.67	February:	1,966.67	May:	1,966.67	August:	1,966.67
		March:	1,966.67	June:	1,966.67	September:	1,966.63
<u>192-000-602.00</u>							
October:	375.00	Prof Fees-Engineering-ARPA M HILO WAY WEST DRAINAGE - STATE Adjustmen		80,000.00	4,500.00	84,500.00	
November:	375.00	January:	375.00	April:	375.00	July:	375.00
December:	375.00	February:	375.00	May:	375.00	August:	375.00
		March:	375.00	June:	375.00	September:	375.00

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2023-2024	BUDGET 2023-2024	<a href="#">001-140-600.00</a>	Professional Fees - Accounting/Au	35,000.00	34,000.00	69,000.00
		<a href="#">001-140-601.00</a>	Professional Fees - Consulting	0.00	7,568.75	7,568.75
		<a href="#">001-140-605.00</a>	Professional Fees - IT	85,420.00	10,398.72	95,818.72
		<a href="#">001-140-635.00</a>	Professional Fees - Repair & Maint	2,500.00	650.00	3,150.00
		<a href="#">001-280-601.00</a>	Professional Fees - Consulting	10,000.00	42,794.83	52,794.83
		<a href="#">001-301-602.00</a>	Professional Fees - Engineering	61,000.00	18,800.00	79,800.00
		<a href="#">001-301-635.00</a>	Professional Fees - R&M Outside S	50,000.00	3,407.86	53,407.86
		<a href="#">001-301-912.01</a>	Capital Outlay - Paving	0.00	45,906.79	45,906.79
		<a href="#">001-653-650.00</a>	Promotions	55,000.00	600.00	55,600.00
		<a href="#">115-000-602.00</a>	Professional Fees - Engineering Ti	42,402.00	8,715.76	51,117.76
		<a href="#">156-653-602.00</a>	Professional Fees - Engineering - C	0.00	207,595.55	207,595.55
		<a href="#">158-000-602.00</a>	Professional Fees - Engineering Ti	0.00	15,836.77	15,836.77
		<a href="#">158-000-917.00</a>	Capital Outlay - Mobile Equipment	0.00	2,288.90	2,288.90
		<a href="#">160-550-602.00</a>	Professional Fees - Engineer -DMR-	28,750.00	5,250.00	34,000.00
		<a href="#">161-653-602.00</a>	Professional Fees - Engineering - C	0.00	490,615.08	490,615.08
		<a href="#">163-653-602.00</a>	Professional Fees- Engineering	0.00	207,090.42	207,090.42
		<a href="#">190-000-602.00</a>	Professional Fees - Engineering	80,000.00	173,850.00	253,850.00
		<a href="#">192-000-602.00</a>	Prof Fees-Engineering-ARPA Matc	80,000.00	173,850.00	253,850.00
			<b>2023-2024 Total:</b>	<b>530,072.00</b>	<b>1,449,219.43</b>	<b>1,979,291.43</b>
			<b>Grand Total:</b>	<b>530,072.00</b>	<b>1,449,219.43</b>	<b>1,979,291.43</b>

**Fund Summary**

Fund	Before	Adjustment	After
Budget Code:2023-2024 - BUDGET 2023-2024 Fiscal: 2023-2024			
001	298,920.00	164,126.95	463,046.95
115	42,402.00	8,715.76	51,117.76
156	0.00	207,595.55	207,595.55
158	0.00	18,125.67	18,125.67
160	28,750.00	5,250.00	34,000.00
161	0.00	490,615.08	490,615.08
163	0.00	207,090.42	207,090.42
190	80,000.00	173,850.00	253,850.00
192	80,000.00	173,850.00	253,850.00
<b>Budget Code 2023-2024 Total:</b>	<b>530,072.00</b>	<b>1,449,219.43</b>	<b>1,979,291.43</b>
<b>Grand Total:</b>	<b>530,072.00</b>	<b>1,449,219.43</b>	<b>1,979,291.43</b>





City of Diamondhead, MS

Item No. 18.

# Fiscal Year Close REGISTER

## Purchase Orders

**Packet:** POPKT03778 - Rollover Purchase Orders to FY24  
**Issue Date Range:** 10/01/2000 - 09/30/2023  
**Fiscal Year End:** 09/30/2023  
**Budget:** 2023-2024 - BUDGET 2023-2024

PO Number	PO Description	PO Status	Vendor	Issue Date	Total Amount	Outstanding	Action	Create Budget Adj.
2021-0299-R2	DISASTER ASSISTANCE	Partially Received	1980 - ROSTAN SOLUTIONS LLC	10/01/2022	33,223.75	7,568.75	Void and Reissue	Y
2022-0703	MILLER POND DREDGING	Partially Received	1453 - Pickering Firm Inc	02/16/2022	27,250.00	5,440.00	Void	
2023-0286	FA #367 REPAIRS - FAILED FITTING AIR LINE	Outstanding	1908 - Warran Automotive, Inc	06/13/2023	818.00	818.00	Void	
2022-0704	LILY POND DREDGING	Partially Received	1453 - Pickering Firm Inc	02/16/2022	25,625.00	2,767.50	Void	
2022-0901-R1	SUBDIVISION REGULATIONS UPDATE	Partially Received	1713 - Covington Civil and Environmental LL	10/01/2022	4,565.00	1,100.00	Void and Reissue	Y
2023-0338	MAST LIGHT POLE REPAIRS	Outstanding	1700 - Webster Electric Co Inc	07/21/2023	650.00	650.00	Void and Reissue	Y
2023-0298	CTC 2023 - TOW TRUCK SERVICE	Outstanding	1170 - Daryls Towing	06/19/2023	250.00	250.00	Void and Reissue	Y
2023-0335	POLICE TOWING SERVICES	Partially Received	1170 - Daryls Towing	07/21/2023	300.00	225.00	Void	
2023-0309	SUPPORT FOR MAKIKI DR PROJECT	Partially Received	1713 - Covington Civil and Environmental LL	06/27/2023	23,000.00	6,200.00	Void and Reissue	Y
2021-0508-R1	COMMERCIAL DISTRICT TRANSFORMATION	Partially Received	1713 - Covington Civil and Environmental LL	10/01/2021	1,370,182.30	307,718.75	Void and Reissue	Y
2023-0388	EAST ALOHA DRIVE & VETERANS DRIVE	Outstanding	1713 - Covington Civil and Environmental LL	09/01/2023	21,000.00	21,000.00	Void and Reissue	Y
2023-0177	FY22 AUDITING SERVICES	Outstanding	1256 - Wright Ward Hatten Guel	03/24/2023	34,000.00	34,000.00	Void and Reissue	Y
2022-1011-R1	TASK ORDER NUMBER 5	Outstanding	1980 - ROSTAN SOLUTIONS LLC	10/01/2022	25,000.00	25,000.00	Void	
2022-0845	AHULI DRAINAGE IMPROVEMENTS	Partially Received	1453 - Pickering Firm Inc	05/13/2022	74,500.00	39,047.50	No Action	
2023-0343	HILO WAY DRAINAGE	Outstanding	1895 - Machado Patano PLLC	07/31/2023	36,000.00	36,000.00	Void and Reissue	Y
2022-1010	ROADWAY IMPROVEMENTS PHASE 4	Partially Received	1850 - Huey P Stockstill LLC	09/22/2022	729,975.00	45,906.79	Void and Reissue	Y
2021-0515-R2	GRANT ADMINISTRATION CONSULTING SER	Partially Received	1980 - ROSTAN SOLUTIONS LLC	10/01/2022	1,392.50	1,392.50	Void	
2023-0387	AHULI DRAINAGE	Outstanding	1713 - Covington Civil and Environmental LL	09/01/2023	131,000.00	131,000.00	Void and Reissue	Y
2023-0004	ZONING CODE REWRITE	Partially Received	1335 - Orion Planning and Design	10/03/2022	75,000.00	42,794.83	Void and Reissue	Y
2023-0161	PORTOLETS - CTC	Outstanding	1825 - King Waste Services LLC	03/07/2023	600.00	600.00	Void and Reissue	Y
2023-0077	BOUNDARY SURVEY OF PARCELS	Outstanding	1570 - James J Chiniche PA Inc	12/13/2022	1,500.00	1,500.00	Void and Reissue	Y
2021-0118-R1	ENGINEER SVS MONTJOY CREEK/PUBLIC AC	Partially Received	1570 - James J Chiniche PA Inc	10/01/2021	40,947.90	8,715.76	Void and Reissue	Y
2022-0737	DIAMONDHEAD PARK	Partially Received	1895 - Machado Patano PLLC	03/07/2022	27,500.00	5,250.00	Void and Reissue	Y
2021-0138-R1	DESIGN, BIDDING, CEI NOMA DRIVE BOAT L	Partially Received	1570 - James J Chiniche PA Inc	10/01/2021	48,627.41	12,941.13	Void and Reissue	Y
2023-0397	STORMWATER IMPROVEMENTS	Outstanding	1713 - Covington Civil and Environmental LL	09/01/2023	93,000.00	93,000.00	Void and Reissue	Y
2023-0129	MML SUMMER CONFERENCE	Partially Received	1298 - UMB Card Services	01/15/2023	3,796.80	1,842.40	Void	
2023-0409	DUMP TRUCK REPAIRS	Outstanding	1908 - Warran Automotive, Inc	09/25/2023	3,407.86	3,407.86	Void and Reissue	Y
2023-0349	KALEKI WAY DRAINAGE	Partially Received	1713 - Covington Civil and Environmental LL	07/31/2023	71,500.00	47,200.00	Void and Reissue	Y
2023-0360	HILO WAY DRAINAGE	Outstanding	1895 - Machado Patano PLLC	08/04/2023	10,000.00	10,000.00	Void and Reissue	Y
2022-0710-R1	MITIGATION CONSULTING SERVICES	Partially Received	1980 - ROSTAN SOLUTIONS LLC	10/01/2022	5,662.50	5,662.50	Void	
2023-0027	MONTHLY IT SUBSCRIPTIONS	Partially Received	1034 - AGJ	10/25/2022	38,385.00	14.00	Void and Reissue	Y
2022-0902	NOMA DRIVE DREDGING	Partially Received	1570 - James J Chiniche PA Inc	06/15/2022	29,458.50	2,895.64	Void and Reissue	Y
2022-0736	KOLO CT DITCH IMPROVEMENTS	Partially Received	1453 - Pickering Firm Inc	03/07/2022	28,900.00	11,850.00	Void	

Fiscal Year Close Register

PO Number	PO Description	PO Status	Vendor	Issue Date	Total Amount	Outstanding	Action	Create Budget Adj.
2023-0258	MODULAR RESTROOM BUILDING	Partially Received	2145 - BOXX MODULAR INC	05/17/2023	45,778.00	2,288.90	Void and Reissue	Y
2021-0313-R2	WORK ASSIGNMENT #00-14-2021	Partially Received	1453 - Pickering Firm Inc	10/01/2022	22,079.00	2,646.50	Void	
2023-0239	D. RUSSELL - HOTEL - FBI NATIONAL ACADEI	Outstanding	1298 - UMB Card Services	05/09/2023	282.58	282.58	Void	
2023-0310	NOMA DRIVE WATERFRONT SITE UTILITY AI	Partially Received	2029 - BOTTOM 2 TOP CONSTRUCTION LLC	06/28/2023	345,964.22	41,030.92	Void and Reissue	
2023-0342	KALAE DRAINAGE	Outstanding	1713 - Covington Civil and Environmental LL	07/31/2023	19,500.00	19,500.00	Void and Reissue	Y
<b>Report Totals: Purchase Order Count: (38)</b>					<b>3,450,621.32</b>	<b>979,507.81</b>		

**Requisitions**

### Purchase Order Summary

Action	Count	Total Amount	Outstanding
No Action	1	74,500.00	39,047.50
Void	11	141,106.38	57,926.98
Void and Reissue	26	3,235,014.94	882,533.33
<b>Report Totals:</b>	<b>38</b>	<b>3,450,621.32</b>	<b>979,507.81</b>

### Budget Adjustment Summary

Budget Code	Count	Total Amount	Outstanding
2023-2024 - BUDGET 2023-2024	25	2,889,050.72	841,502.41
<b>Report Totals:</b>	<b>25</b>	<b>2,889,050.72</b>	<b>841,502.41</b>



5000 Diamondhead Circle · Diamondhead, MS 39525-326  
Phone: 228.222.4626 Fax: 228-222-4390  
www.diamondhead.ms.gov

TO: City Council and City Manager

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

DATE: November 15, 2023

SUBJECT: Re-subdivision of Diamondhead Phase 1 Amended, Unit 1, Block 7, Lots 18 and 19

Michael Reso is requesting to re-subdivide 2 lots.

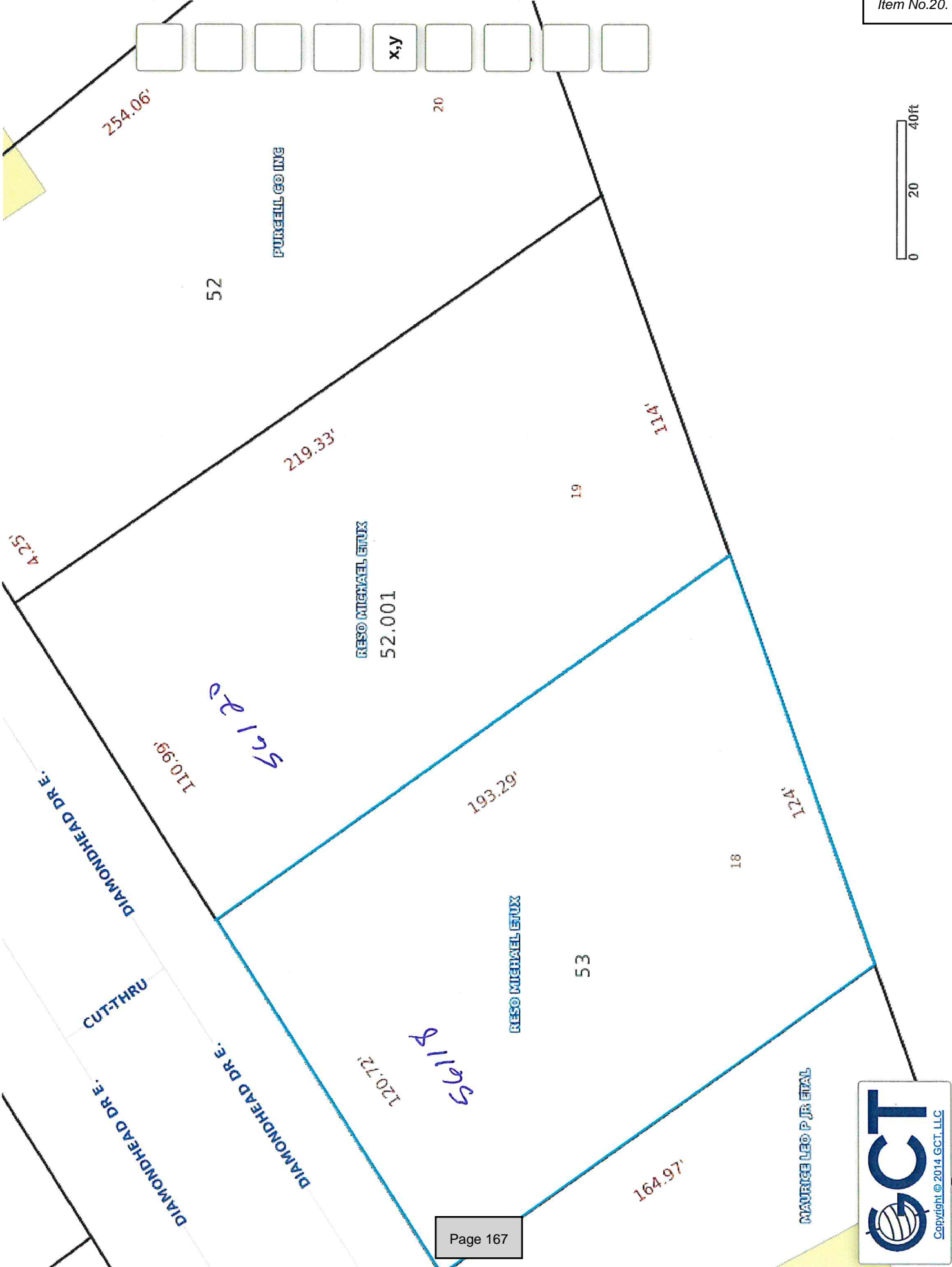
The property addresses are 56118 and 56120 Diamondhead Drive East. The tax parcel numbers are 131C-1-13-052.000 and 131C-1-13-053.000. The legal descriptions are Diamondhead Phase 1 Amended, Unit 1, Block 7, Lots 18 and 19. The properties are in a R-1 zoning district.

In accordance with the Subdivision Regulations, the 2 newly created parcels meet or exceed the minimum requirements in the Zoning Ordinance and Subdivision Regulations. Drainage and utility easements are also dedicated to the City. Therefore, I recommend acceptance of the re-subdivision final plat.

Minimum Requirements-R-1		Parcel 1	Parcel 2
Min lot area	10,000 sf	26,252 sf	17,579 sf
Lot width	80'	113.79'	102.31'
Lot frontage	35'	110.6'	101.57'
FYSB	20'	20'	20'
SYSB	10'	10'	10'
RYSB	20'	20'	20'







131C-1-13-053.000

**Parcel Number:** 131C-1-13-053.000  
**Owner Name:** RESO MICHAEL ETUX  
**Owner Address:** 9810 KAIMUKI CRT  
**Owner City, State ZIP:** DIAMONDHEAD, MS 39525  
**Physical Address:** 0  
**Improvement Type:** 56 118 DHDE  
**Year Built:** 0  
**Base Area:** 0  
**Adjusted Area:** 0  
**Actual Total Value:** 12000  
**Taxable Total Value:** 0  
**Estimated Tax:** 224.44  
**Homestead Exemption:** No  
**Deed Book:** 2022  
**Deed Page:** 5091  
**Legal Description 1:** 18 BLK 7 DIAMONDHEAD AMENDED  
**Legal Description 2:** PLAT OF LOT A  
**Legal Description 3:**  
**Legal Description 4:**  
**Legal Description 5:**  
**Legal Description 6:**  
**Longitude:** 0  
**Latitude:** 0  
**Square Footage:** 20970.23

Sketches

Sketch	Sketch Name
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Condos

131C-1-13-052.001

**Parcel Number:** 131C-1-13-052.001  
**Owner Name:** RESO MICHAEL ETUX  
**Owner Address:** 9810 KAIMUKI CRT  
**Owner City, State ZIP:** DIAMONDHEAD, MS 39525  
**Physical Address:** 0  
**Improvement Type:**  
**Year Built:** 0  
**Base Area:** 0  
**Adjusted Area:** 0 *56120 D HDE*  
**Actual Total Value:** 12000  
**Taxable Total Value:** 0  
**Estimated Tax:** 224.44  
**Homestead Exemption:** No  
**Deed Book:** 2022  
**Deed Page:** 5091  
**Legal Description 1:** 19 BLK 7 UN 1 PH 1 AMENDED  
**Legal Description 2:** PLAT DIAMONDHEAD  
**Legal Description 3:**  
**Legal Description 4:**  
**Legal Description 5:**  
**Legal Description 6:**  
**Longitude:** 0  
**Latitude:** 0  
**Square Footage:** 21478.61

Sketches

Sketch Sketch Name

Condos



5000 Diamondhead Circle · Diamondhead, MS 39525-326

Phone: 228.222.4626 Fax: 228-222-4390

www.diamondhead.ms.gov

TO: City Council and City Manager

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

DATE: November 15, 2023

SUBJECT: Re-subdivision of Diamondhead Phase 2, Unit 1, Block 6, Lots 27 and 28

William Derenbecker, Jr. is requesting to re-subdivide 2 lots.

The property addresses are 1438 and 1440 Hanakealoha Place. The tax parcel numbers are 132R-0-10-113.001 and 132R-0-10-114.001. The legal descriptions are Diamondhead Phase 2, Unit 1, Block 6, Lots 27 and 28. The properties are in a R-2 zoning district.

In accordance with the Subdivision Regulations, the 2 newly created parcels meet or exceed the minimum requirements in the Zoning Ordinance and Subdivision Regulations. Drainage and utility easements are also dedicated to the City. Therefore, I recommend acceptance of the re-subdivision final plat.

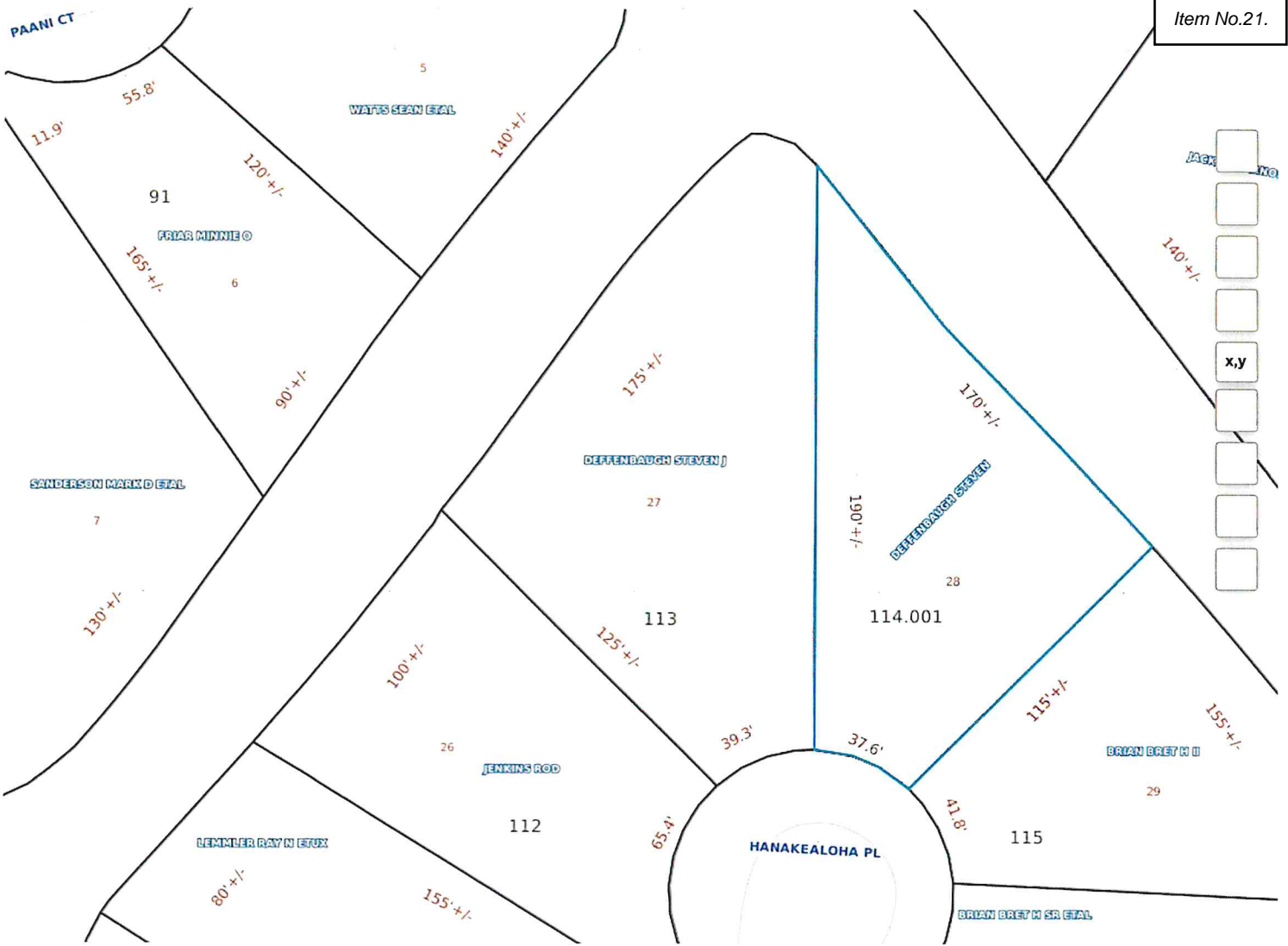
Minimum Requirements-R-2	Parcel 1	Parcel 2
Min lot area 6,000 sf	13,622 sf	13,426 sf
*Lot width 60'	45.0'	52.0'
*Lot frontage 40'	38.3'	36.72'
FYSB 20'	20'	20'
SYSB 10'	10'	10'
RYSB 20'	20'	20'

\* Parcels were non-compliant prior to re-subdivision and are no less compliant.





Item No.21.



JACK [ ] NO

140'+/-

[ ]

[ ]

[ ]

x,y

[ ]

[ ]

[ ]

132R-0-10-113.000

**Owner City, State ZIP:** MADISONVILLE, LA 70447

**Physical Address:** 0

**Improvement Type:**

**Year Built:** 0

**Base Area:** 0

**Adjusted Area:** 0

**Actual Total Value:** 20000

**Taxable Total Value:** 0

**Estimated Tax:** 374.07

**Homestead Exemption:** No

**Deed Book:** 2022

**Deed Page:** 18319

**Legal Description 1:** 27 IRR WATER LOT BLK 6 UN 1

**Legal Description 2:** DIAMONDHEAD PH 2

**Legal Description 3:** #1 AA88-666

**Legal Description 4:**

**Legal Description 5:**

**Legal Description 6:**

**Longitude:** 0

**Latitude:** 0

**Square Footage:** 17815.18

*1440 Have Keeloha Ph*

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**Sketches**

**Sketch Sketch Name**

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**Condos**

132R-0-10-114.001

Item No.21.

**Parcel Number:** 132R-0-10-114.001  
**Owner Name:** DEFFENBAUGH STEVEN  
**Owner Address:** 200 BELLE POINTE DR  
**Owner City, State ZIP:** MADISONVILLE, LA 70447  
**Physical Address:** 0  
**Improvement Type:**  
**Year Built:** 0  
**Base Area:** 0  
**Adjusted Area:** 0  
**Actual Total Value:** 20000  
**Taxable Total Value:** 0  
**Estimated Tax:** 374.07  
**Homestead Exemption:** No  
**Deed Book:** 2022  
**Deed Page:** 18301  
**Legal Description 1:** 28 IRR WATER LOT BLK 6 UN 1  
**Legal Description 2:** DIAMONDHEAD PH 2  
**Legal Description 3:** #1 AA88-666  
**Legal Description 4:**  
**Legal Description 5:**  
**Legal Description 6:**  
**Longitude:** 0  
**Latitude:** 0  
**Square Footage:** 13375.96

1438

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Sketches

Sketch Sketch Name

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Condos

2023 10808  
Recorded in the Above  
Deed Book & Page  
07-11-2023 11:31:15 AM  
Timothy A Kellar  
Hancock County.

Prepared By:  
The Casano Law Firm, P.A.  
4403 West Aloha Drive  
Diamondhead, MS 39525  
228-255-0035  
File No.: 23-0450

Return To:  
The Casano Law Firm, P.A.  
4403 West Aloha Drive  
Diamondhead, MS 39525  
228-255-0035

**Index As:**

**STATE OF MISSISSIPPI  
COUNTY OF HANCOCK**

**WARRANTY DEED**

For and in consideration of the sum of Ten And No/100 Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I

**Steven J. Deffenbaugh, Grantor**  
200 Bell Point Dr.,  
Madisonville, LA 70447  
Phone: (724)612-1885

Do hereby sell, convey, bargain and warrant to

**William G. Derenbecker, Jr., Grantee**  
47013 Rivergate Dr.,  
Robert, LA 70455  
Phone: (504)931-2085

The following described real property situated and located in **Hancock County, Mississippi**, more particularly and certainly described as follows:

**Lot 27, Block 6, Unit 1, Diamondhead, Phase 2, according to the map or plat thereof recorded in Plat Book 4 at Pages 43-45 inclusive, in the office of the Chancery Clerk of Hancock County, Mississippi.**

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.



Agenda Item #2023- 408

City of Diamondhead, MS  
**Request for Council Action**

TO: Members of Council  
FROM: Mayor Depreo

Ordinance  Resolution  Agreement  Info Only  Work Session  Other

AGENDA LOCATION:  Consent Agenda  Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTION:

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

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

**REQUIRED SIGNATURES**

REQUESTED BY:   
City Manager:   
City Attorney:

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



City of Diamondhead, MS

# Docket of Claims Register - Item No.23.

APPKT02085 - 11.21.223 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Payment Amount	
	Payable Date	Payable Number				Line	Amount
DKT231237	Airgas Inc		OXYGEN & ACETYLENE RENTAL	001-301-640.00	Rentals		93.29
	11/21/2023	5503232604				93.29	
DKT231238	Amazon com LLC		GIANT CONNECT 4 YARD GAME	001-140-650.00	Promotions		126.94
	11/21/2023	1MPN-D9YQ-6DDV				126.94	
DKT231239	American Red Cross Mississippi		ANNUAL APPROPRIATIONS	001-140-704.00	Appropriations - General		500.00
	11/21/2023	FY24				500.00	
DKT231240	BOTTOM 2 TOP CONSTRUCTION LLC		COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-912.00	Capital Outlay - Streets & Drainage-Commercial Dis		116,715.88
	11/21/2023	11/14/23 - 2				116,715.88	
DKT231241	CANNON FORD LINCOLN, LLC		DUMP TRUCK	001-301-917.00	Capital Outlay - Mobile Equipment		95,000.00
	11/21/2023	235058				95,000.00	
DKT231242	CASA of Hancock County		ANNUAL APPROPRIATIONS	001-140-704.00	Appropriations - General		5,200.00
	11/21/2023	FY2024				5,200.00	
DKT231243	Coast Electric Power Association	11/21/2023	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	11,010.49	19,663.73
		11/13/23-001		001-301-630.00	Utilities - Streetlights & Other	1,600.31	
		11/13/23-002		001-140-630.00	Utilities - General	2,080.67	
		11/9/23-003		001-301-630.00	Utilities - Streetlights & Other	2,936.41	
		11/9/23-005		001-301-630.00	Utilities - Streetlights & Other	87.85	
		11/9/23-007		001-301-630.00	Utilities - Streetlights & Other	56.98	
		11/9/23-010		001-140-630.00	Utilities - General	75.03	
		11/9/23-012		001-140-630.00	Utilities - General	56.79	
		11/9/23-016		001-301-630.00	Utilities - Streetlights & Other	54.45	
		11/9/23-017		001-301-630.00	Utilities - Streetlights & Other	274.38	
		11/9/23-018		001-301-630.00	Utilities - Streetlights & Other	72.22	
		11/9/23-019		001-301-630.00	Utilities - Streetlights & Other	61.74	
		11/9/23-020		001-301-630.00	Utilities - Streetlights & Other	1,296.41	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231244	Covington Civil and Environmental LLC	11/21/2023	16175.08-82	KOME DRIVE AND FAIRWAY DRIVE DRAINAGE	165-000-602.00	Professional Fees Engineering - GOMESA FY23	7,100.00	59,969.33
			16175.08-83	BAYOU DRIVE DRAINAGE	190-000-602.00	Professional Fees - Engineering	5,750.00	
			16175.08-84	STANDARD SPECIFICATIONS AND DRAWINGS	192-000-602.00	Prof Fees-Engineering-ARPA Match STATE of MS	5,750.00	
			16175.08-85	BANK STABILIZATION PROJECT	001-301-602.00	Professional Fees - Engineering	3,500.00	
			16175.08-86	TURNBERRY DRAINAGE - 608	191-000-602.00	Professional Fees - Engineering	12,000.00	
					190-000-602.00	Professional Fees - Engineering	4,400.00	
					192-000-602.00	Prof Fees-Engineering-ARPA Match STATE of MS	4,400.00	
			16383.08-20	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	14,069.33	
			16422.08-22	CITY ENGINEERING SERVICES	001-301-601.00	Professional Fees - Consulting	3,000.00	
DKT231245	Diaz Brothers Printing	11/21/2023	6573.01	CTC BLESSING CERTIFICATES	001-653-650.00	Promotions	245.00	770.00
			6745	CITATION SUMMONS	001-200-621.00	Printing & Binding	525.00	
DKT231246	Digital Engineering and Imaging Inc	11/21/2023	40	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	579.50	14,977.00
			41	ROADWAY IMPROVEMENTS PHASE 4	104-301-602.00	Professional Fees - Engineering	1,122.50	
			9	BOND PAVING PROJECT	302-301-602.00	Professional Fees - Engineering	13,275.00	
DKT231247	Eagle Energy	11/21/2023	40883	PUBLIC WORKS FUEL	001-301-525.00	Fuel	9.60	3,035.85
					001-301-525.00	Fuel	1,598.15	
			40884		001-301-525.00	Fuel	1,428.10	
DKT231248	Fuelman	11/21/2023	NP65381159	FOR THE WEEK ENDING 11/6/23	001-140-525.00	Fuel	43.31	1,975.97
					001-200-525.00	Fuel	959.18	
			NP65415027	FOR THE WEEK ENDING 11/12/23	001-200-525.00	Fuel	946.40	
					001-280-525.00	Fuel	27.08	
DKT231249	George Blair Attorney	11/21/2023	OCTOBER2023	PUBLIC DEFENDER FOR CODH	001-110-603.00	Professional Fees - Legal	1,000.00	1,000.00
DKT231250	Hancock County Library System	11/21/2023	FY24	ANNUAL APPROPRIATIONS	001-140-704.00	Appropriations - General	30,000.00	30,000.00
DKT231251	Hancock County Sheriffs Office	11/21/2023	2023-DH-01	CELL PHONE REIMBURSEMENT	001-200-632.00	Telephone - Cell Service	452.51	912.51
			2023-DH-010H	INMATE HOUSING FOR OCTOBER 2023	001-200-689.00	Prisoner's Expense	460.00	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount	Payment Amount
DKT231252	Hancock County Solid Waste	11/21/2023	1247	OCTOBER RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges		63,390.72	63,390.72
DKT231253	Hancock County Tourism Development Bureau	11/21/2023	FY24	ANNUAL APPROPRIATIONS	001-140-704.00	Appropriations - General		1,000.00	1,000.00
DKT231254	James J Chiniche PA Inc	11/21/2023	17-057-0194	COON BRANCH DRAINAGE IMPROVEMENTS	162-000-602.00	Prof Fees Engineering- GOMESA FY22 Coon Branch		11,826.25	17,478.75
			17-057-0195	DRAINAGE POND REMEDIATION PROJECT	001-301-602.00	Professional Fees - Engineering		5,652.50	
DKT231255	King Waste Services LLC	11/21/2023	1674	PORTOLETS - CTC	001-653-650.00	Promotions		750.00	1,930.00
			1958	PORTOLETS - BBQ FESTIVAL	001-653-650.00	Promotions		1,180.00	
DKT231256	Lowes Home Improvement	11/21/2023	3721077	BBQ FEST LIGHTS AND PAVERS	001-301-501.00	Supplies		19.94	165.54
			596875039		001-301-501.00	Supplies		145.60	
DKT231257	MAYLEY'S PEST CONTROL	11/21/2023	108415	PEST CONTROL CONTRACT	001-140-634.00	Pest Control		125.00	240.00
			110325	MONTHLY PEST CONTROL SERVICE	001-140-634.00	Pest Control		115.00	
DKT231258	MEMORIAL HOSPITAL AT GULFPORT	11/21/2023	1137930	EMPLOYEE DRUG SCREENING FOR EMPLOYMENT	001-301-698.00	Misc. Services - Drug Testing & Other		115.00	115.00
DKT231259	Moran Hauling Inc	11/21/2023	NOMA 2	NOMA DRIVE IMPROVEMENTS	163-653-912.00	Capital Outlay- Streets & Drainage		119,472.72	178,400.27
					164-653-912.00	Capital Outlay Streets/Drainage -GCRF 23 Com Dist		58,927.55	
DKT231260	MS Department of Public Safety	11/21/2023	OCTOBER2023	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable		168.09	168.09
DKT231261	MS Department of Revenue	11/21/2023	11/11/23	BBQ AND BREWS 2023 EVENT TAXES	650-000-145.00	Special Events Taxes Due		643.34	643.34
DKT231262	MS Municipal League	11/21/2023	26381183414541	NANCY DEPREGO - MML - SMALL TOWN CONFERENCE	001-100-615.00	Travel & Training		150.00	150.00
DKT231263	Orion Planning and Design	11/21/2023	3855	GENERAL SERVICES CONSULTING AGREEMENT	001-653-601.00	Professional Fees - Consulting		832.50	832.50

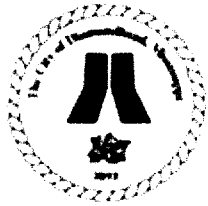


Docket of Claims Register - Council

APPKT02085 - 11 Item No.23.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231264	Pickering Firm Inc	11/21/2023	26319.00	AHULI DRAINAGE IMPROVEMENTS	190-000-602.00	Professional Fees - Engineering	757.50	757.50
DKT231265	Sea Coast Echo	11/21/2023	11/2/23 2024	BEAUX VUE PH 2 DRAINAGE AD ANNUAL DIGITAL SUBSCRIPTION	001-140-620.00 001-140-622.00	Advertising Publications	194.62 60.00	254.62
DKT231266	State Treasurer	11/21/2023	OCTOBER2023	COURT ASSESSMENT/FINE FOR OCTOBER	650-110-131.00 650-110-131.01	State Assessments Payable Court Bond Fees Payable	1,845.41 60.00	1,905.41
DKT231267	Timothy A Kellar Chancery Clerk	11/21/2023	8716-8717	RECORDING FEES	001-140-681.00	Other Services & Charges	133.00	133.00
DKT231268	UMB Card Services	11/21/2023	10/18 11/11/23 11/9/23 370397	HOTEL FLAVORS OF HANCOCK COUNTY & BBQ FEST BBQ FESTIVAL LIGHTS	001-100-615.00 001-140-615.00 001-653-650.00 001-653-650.00 001-301-501.00	Travel & Training Travel & Training Promotions Promotions Supplies	169.00 169.00 86.97 146.12 2.50	573.59
DKT231269	UniFirst Corporation	11/21/2023	1530108064 1530109530	UNIFORM RENTAL FOR THE WEEK ENDING 11/6/23 UNIFORM RENTAL FOR THE WEEK ENDING 11/13/23	001-301-535.00 001-301-535.00	Uniforms Uniforms	166.66 185.26	351.92
DKT231270	VULCAN MATERIALS COMPANY	11/21/2023	51442514	610 LIMESTONE	001-301-583.00	Gravel, Sand, Rip Rap	1,811.27	1,811.27
DKT231271	WageWorks	11/21/2023	1023-DR42799	COBRA PAYMENT FOR	001-140-625.00	Insurance	100.00	100.00
DKT231272	Warren Paving	11/21/2023	1	BOND PAVING PROJECT	302-301-912.00	Capital Outlay - Paving	1,739,598.91	1,739,598.91
<b>Total Claims: 36</b>							<b>Total Payment Amount:</b>	<b>2,359,940.93</b>





City of Diamondhead, MS

# Docket of Claims Register

Item No.24.

APPKT02083 - October 2023 Payroll Payables

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231227	American Fidelity							704.74
	10/04/2023	INV0005743	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85		
		INV0005744	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52		
		INV0005745	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	90.65		
		INV0005746	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63		
		INV0005747	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67		
	10/18/2023	INV0005769	American Fidelity Hospital Gap Plan	650-140-113.04	American Fidelity Withheld	37.85		
		INV0005770	American Fidelity Term Life	650-140-113.04	American Fidelity Withheld	15.52		
		INV0005771	American Fidelity Accident	650-140-113.04	American Fidelity Withheld	90.65		
		INV0005772	American Fidelity Critical Illness	650-140-113.04	American Fidelity Withheld	38.63		
		INV0005773	American Fidelity Disability	650-140-113.04	American Fidelity Withheld	179.67		
				650-140-113.04	American Fidelity Withheld	-19.90		
	DKT231228	Blue Cross Blue Shield of MS						
	10/04/2023	INV0005761	MONTHLY PREMIUM	650-140-112.00	BCBS Withheld/Payable	6,315.54		
	10/18/2023	INV0005787		650-140-112.00	BCBS Withheld/Payable	6,315.33		
DKT231229	Colonial Life							357.10
	10/04/2023	INV0005748	EE PREMIUM	650-140-113.00	Colonial Withheld	61.08		
		INV0005749	Critical Illness	650-140-113.00	Colonial Withheld	9.12		
		INV0005750	EE Premium	650-140-113.00	Colonial Withheld	18.17		
		INV0005751	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60		
		INV0005752		650-140-113.00	Colonial Withheld	32.80		
		INV0005753		650-140-113.00	Colonial Withheld	32.78		
	10/18/2023	INV0005774		650-140-113.00	Colonial Withheld	61.08		
		INV0005775	Critical Illness	650-140-113.00	Colonial Withheld	9.12		
		INV0005776	EE Premium	650-140-113.00	Colonial Withheld	18.17		
		INV0005777	EE PREMIUM	650-140-113.00	Colonial Withheld	24.60		
		INV0005778		650-140-113.00	Colonial Withheld	32.80		
		INV0005779		650-140-113.00	Colonial Withheld	32.78		

Docket of Claims Register - Council

APPKT02083 - October 2023

Item No.24

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT231230	Guardian	10/18/2023	INV0005781	ER Life Ins Over 65	650-140-113.01	Guardian Withheld/Payable	3.43	572.69
			INV0005782	ER Guardian Life Over 70	650-140-113.01	Guardian Withheld/Payable	5.28	
			INV0005784	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	364.58	
			INV0005785	ER BENEFIT LIFE INS MONTHLY PREMIUM	650-140-113.01	Guardian Withheld/Payable	116.38	
					650-140-113.01	Guardian Withheld/Payable	3.71	
			INV0005786	EE PREMIUM	650-140-113.01	Guardian Withheld/Payable	79.31	
DKT231231	Internal Revenue Service	10/02/2023	INV0005740	Federal Payroll Taxes	650-140-122.00	Social Security Withheld/Payable	361.64	19,012.36
			INV0005741		650-140-122.01	Medicare Withheld/Payable	84.56	
			INV0005742		650-140-123.00	Federal Withholding Tax	145.00	
		10/04/2023	INV0005765		650-140-122.00	Social Security Withheld/Payable	5,040.26	
			INV0005766		650-140-122.01	Medicare Withheld/Payable	1,178.80	
			INV0005767		650-140-123.00	Federal Withholding Tax	2,883.34	
		10/18/2023	INV0005791		650-140-122.00	Social Security Withheld/Payable	5,148.78	
			INV0005792		650-140-122.01	Medicare Withheld/Payable	1,204.18	
			INV0005793		650-140-123.00	Federal Withholding Tax	2,965.80	
DKT231232	Morgan White Group	10/04/2023	INV0005762	Morgan White	650-140-112.01	Morgan White Payable	841.24	1,682.43
		10/18/2023	INV0005788		650-140-112.01	Morgan White Payable	841.19	
DKT231233	MS Department of Human Services	10/04/2023	INV0005757	620583243	650-140-106.00	Garnishment Withheld	418.18	836.36
		10/18/2023	INV0005783		650-140-106.00	Garnishment Withheld	418.18	
DKT231234	MS Department of Revenue Payroll	10/04/2023	INV0005764	Payroll State Withholding Taxes	650-140-134.00	State Withholding Tax	1,025.00	2,059.00
		10/18/2023	INV0005790		650-140-134.00	State Withholding Tax	1,034.00	
DKT231235	Systematized Benefits and Administrators Inc	10/04/2023	INV0005754	Deferred Compensation	650-140-110.00	Deferred Compensation Withheld/Payable	4,266.00	8,532.00
		10/18/2023	INV0005780		650-140-110.00	Deferred Compensation Withheld/Payable	4,266.00	
DKT231236	Texas Life	10/04/2023	INV0005763	Texas Life	650-140-113.05	Texas Life Withheld	71.77	143.53
		10/18/2023	INV0005789		650-140-113.05	Texas Life Withheld	71.76	
<b>Total Claims: 10</b>							<b>Total Payment Amount:</b>	<b>46,531.08</b>

<b>PR Net Wages</b>	<b>Payroll Pd</b>	<b>Seq No. Docket #</b>	<b>Description</b>	<b>Paymt Date</b>	<b>Amount</b>	<b>Agenda</b>
PYPKT1413	9/11-9/24	000177 PRCLAIM010177	Net Wages Payable	10/4/2023	28,210.46	11/16/2023
PYPKT1414	9/25/-10/08	000178 PRCLAIM010178	Net Wages Payable	10/18/2023	28,927.33	11/16/2023
PYPKT1415	10/09-10/22	000179 PRCLAIM010179	Net Wages Payable	11/1/2023	30,300.40	11/1/2023
PYPKT1416	10/01-10/30	000180 PRCLAIM010180	Net Wages Payable	11/1/2023	3,588.33	11/1/2023

LICENSES: ALL

SORTED BY: LICENSE NUMBER

Item No.a. IVE  
TIO

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

CLASSES: Include: PRIV

COMMENT:

STATUS: ACTIVE

PAY STATU

CITY LIMITS: INSIDE, OUTSIDE

REPORT CODE SUMMARY

CODE	DESCRIPTION	NUMBER	BALAN
JAN	JANITORIAL/CLEANING	1	0.0
DISPENSARY	CANNIBAS	1	0.0
RET-CONV	CONVENIENCE STORE	1	0.0
*****	<del>INVALID</del>	<del>1</del>	<del>0.0</del>
TOTAL:		43	0.0

Privilege License  
Oct 2023

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

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

ORIGIN  
 RESOL

		-----PRIORITY-----									
		1	2	3	4	5	6	7	8	9	TOTAL
	ACTIVE	17									17
STATUS	CLOSED	250									250
	VOIDED										
	SUSPENDED										
TOTALS		267									267

		-----SEQUENCES-----	
TASK CODE			COUNT
DOCUMENT			13
INSPECTION			215
REINSPECTION			36
REVIEW			3
TOTAL INCIDENTS			267

*Inspection Report  
 Oct - 2023*



PROJECTS: THRU ZZZZZZZZZZ

PROJECT TYPE: All

CONTRACTOR Item No.a 11

CONTRACTORS: All

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

EXPIRE  
ISSUED

STATUS INCLUDED: All

\*\*\* PROJECT TYPE RECAP \*\*\*

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	1	385.00
B02-ADD - RESIDENTIAL ADDITION	4	0.00
B03-REM - RESIDENTIAL REMODEL	1	0.00
B04-ACC - RESIDENTIAL ACCESSORY	5	0.00
B05-REP - RESIDENTIAL REPAIR	4	0.00
B25-REP - COMMERCIAL REPAIR	1	0.00
ELEC-RES - RESIDENTIAL ELECTRICAL	3	0.00
FENCE-RES - RESIDENTIAL FENCE	13	0.00
FLAT-RES - RESIDENTIAL FLATWORK	1	0.00
GAS-RES - RESIDENTIAL GAS	1	0.00
PZ-09 - TEXT AMENDMENT	1	0.00
SIGN - SIGN	3	400.00
TELECOM - TELECOMMUNICATIONS	1	0.00
TREE - TREE REMOVAL	3	0.00
*** TOTALS ***	42	785.00

Projects  
Oct 2023



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

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

NOVEMBER 6, 2023

To: DIAMONDHEAD CITY MANAGER

STATS FOR THE MONTH OF OCTOBER 2023

Total Number of Tickets written: 129

Violation City Animal Ordinance: 2

Leash Law Violations: 0

DUI Arrests: 4

Total fines and fees collected: \$4,977.50

State portion of the fees collected: \$1,905.41

Wireless Communication portion collected: \$140.09

Crime Stopper Fund: \$28.00

Remaining balance the City of Diamondhead receives: \$2,904.00


Total inmates held and billed for jail housing: 9

(Housing cost rate of \$20 per day per inmate)

9 inmates @ a total of 23 days = \$460.00

Diamondhead Monthly Statistics  
October-23

Animal Problem / Complaints	20	Civil Disputes / Escorts / Process	10
Drug Law Violation	1	Complaint / See An Officer	17
Fire Structure / Vehicle	2	Death	1
Fireworks	0	Disturbance	20
Funeral Escort	1	False Alarms- Residential/ Business/ 911	12
Littering/Dumping/Haz-Mat Spill	2	Follow ups/ citizen call requests	1347
Medical Emergency	14	Juvenile Problem	4
Missing/Runaway	4	Lost/Found Item	0
Parking Violation	5	Miscellaneous	7
Prostitution	0	<b>TOTAL MISCELLANEOUS CALLS</b>	<b>1418</b>
Public Drunk	0	Accident – Private Property	2
Shots Fired	0	Accident – Public Roadway	9
Suicide	0	Accident - Hit & Run	1
Suicide / Threat / Attempt	1	Accident - Fatality	0
Suspicious / Person / Vehicle	43	<b>TOTAL ACCIDENTS/COLLISIONS</b>	<b>12</b>
Welfare Concern	20	Assist Motorist	15
<b>TOTAL PUBLIC HEALTH &amp; SAFETY</b>	<b>113</b>	Traffic Stop	314
Animal Bite	0	<b>TOTAL TRAFFIC CALLS</b>	<b>329</b>
Assault By Threat	4		
Assault	1	<b>Total Calls for Service</b>	<b>1908</b>
Child Abuse / Neglect	1	<b>Traffic Citation (Adults)</b>	<b>95</b>
Domestic Violence	0	<b>Traffic Citation (Minors)</b>	<b>15</b>
Harrassment	5	Warrant Arrests	1
Harassing Phone Call	1	Drunk Driver (DUI) Arrests	4
Robbery – Armed	0	Traffic Arrests	0
Sexual Abuse / Molestation	1	Domestic Assault Arrests	0
Stalking	1	Other Arrests	0
<b>TOTAL CRIMES AGAINST PERSON</b>	<b>14</b>	<b>Total Arrests</b>	<b>5</b>
Attempted Burglary	0	<i>Significant Events</i>	
Burglary – Residence	0		
Burglary – Vehicle	0		
Counterfeit Money	0		
Damage – Property	8		
Embezzlement	0		
Forgery / Bad Check/Fraud	4		
Malicious Mischief	1		
Recovered Stolen Property	0		
Recovered Stolen Vehicle	0		
Shoplifting	0		
Stolen Vehicle	0		
Theft (Grand)	1		
Theft (Petit)	2		
Trespassing	5		
Unauthorized Use / Vehicle	1		
<b>TOTAL PROPERTY CRIME</b>	<b>22</b>		

  
 Darryl Russell  
 Captain

CODE ENFORCEMENT

Item No.a.

Code Violations Through	10/31/2023	Total	Closed	Open
Abandoned Vehicles		10	3	7
Abandoned/Dilapidated/Deteriorated House (unoccupied)		1	0	1
Advertising/Solicitation		0	0	0
ATV		0	0	0
Boats		5	3	2
Camper / RV		4	4	0
Cars in Yard / Parking		4	3	1
Construction Equipment		0	0	0
Dumpster (commercial)		0	0	0
Dumpster (residential)		0	0	0
Fence		4	3	1
Golf Carts		0	0	0
Graffiti		0	0	0
High Grass (overgrown)/Shrubs		14	12	2
Lack of Maintenance (structure)		0	0	0
Permit		2	1	1
POD		0	0	0
Pool		0	0	0
Other		5	4	1
Signs		4	4	0
Slab/Driveway Removal		0	0	0
Trailers		7	5	2
Trash & Rubbish		9	8	1
Trash Cans		0	0	0
Unapproved Structure		4	4	0
Cumulative Totals		73	54	19