



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 15, 2022**  
**6:00 PM CST**  
Council Chambers, City Hall  
and via teleconference, if necessary

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**Call to Order.**

Pledge of Allegiance

Invocation

Roll Call

Confirm or Adjust Agenda Order

**Presentation Agenda.**

City Manager's Report.

Council Comments.

- a. The next Regular Meeting of the City Council will be held December 6, 2022 at 6:00 p.m. in Council Chambers located at City Hall.
- b. Zack Smith - Habitat for Humanity
- c. Hub International - Employee Benefits

Public Comments on Agenda Items.

**Policy Agenda.**

**Minutes:**

1. Motion to approve November 1, 2022 Regular Meeting Minutes.

**Tabled:**

2. **2023-060:** Motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall for a pilot Diamondhead Center Senior on Monday, Tuesday, Wednesday and Thursday.

**Resolutions:**

3. **2023-056:** Motion to adopt Resolution 2023-007 thereby proclaiming Thanksgiving, Christmas and New Year's Holidays and further ordering City of Diamondhead government office closures for same.

**Consent Agenda:**

- 4.** **2023-057:** Motion to approve to advertise for competitive bids for the purchase of six(6) vehicles(4-Police, 1-Building Department and 1-Public Works Department) by means of reverse auction.



- [5.](#) **2023-058:** Motion to enter into an agreement with Wetlands Solutions Holding, LLC for the purchase of 1.35 mitigation credits as required by PERMITTEE'S U.S. Army Corps of Engineers permit number SAM-2021-01172-AMR. (Commercial District Transformation Project)
- [6.](#) **2023-061:** Motion to approve work assignment with Pickering Firm, Inc for the re-bid phase services of Lily Pond Dredging in the amount of \$4,000.00 and for the re-bid phase services of Miller Pond Dredging in the amount of \$3000.00.
- [7.](#) **2023-062:** Motion to approve payments in the amount of \$2,392.50 to Digital Engineering for Beaux Vue Phase 2 Drainage Improvements and \$9,112.50 for Roadway Improvements Phase 4.
- [8.](#) **2023-063:** Motion to approve revised Memorandum of Understanding with Pearl River Community College to include Southern Mississippi Planning Development District as fiscal agent for County Tuition Assistance Program.
- [9.](#) **2023-066:** Motion to approve Pay Application 1 in the amount of \$326,943.84 to Huey P. Stockstill, LLC Diamondhead Roadway Improvements Ph 4.
- [10.](#) **2023-067:** Motion to accept and approve existing renewals from Blue Cross Blue Shield of Mississippi with Morgan White (major medical and deductible buy back) and Guardian (life, dental and vision) and employee benefits insurance renewals for calendar year 2023.
- [11.](#) **2023-068:** Motion to approve adoption agreement between the City of Diamondhead and designated group of residents (Pat Sheehy and Scott Talbot) for the Cul-de-sac Kawananakoa Place.
- [12.](#) **2023-069:** Motion to approve amendment to work assignment with Covington Civil and Environmental, LLC for the commercial transformation project to include roadway improvements on Noma Drive from Diamondhead Circle until the end of Noma Drive in the amount of \$189,700.00 for a total engineering cost of \$809,700.00.
- [13.](#) **2023-070:** Motion to approve Change Order No. 2 to the Makiki Drive Drainage Project adding 60 additional days for project completion with no change in project cost.
- [14.](#) **2023-071:** Motion to approve Master Work Agreement Work Assignment with Chiniche Engineering & Surveying in the amount of \$1,500.00 for boundary survey and plat of parcels 067E-1-26-094.000, 067E-1-26-090.000 and 067E-1-26-092.000.
- [15.](#) **2023-072:** Motion to approve Master Service Agreement Work Assignment with Chiniche Engineering and Surveying for monthly maintenance of the GIS System Maintenance not to exceed \$500.00 monthly.
- [16.](#) **2023-073:** Motion to approve payment in the amount of \$937.50 to Machado Patano Design Group for Professional services through November 4, 2022 for Hilo Way Drainage Project.

#### **Action Agenda.**

- [17.](#) **2023-059:** Motion for discussion and possible action regarding information from the outdoor music/entertainment steering committee.
- [18.](#) **2023-064:** Motion to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-



11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20'. The variance requested is 4'6". The Case File Number is 202200466.

- 19. Motion 2023-065:** Motion to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single-family residence within 9'3" of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

## **Routine Agenda.**

### **Claims Payable**

- 20.** Motion to approve the Docket of Claims DKT230211 - DKT230250 in the amount of \$435,415.48.

### **Department Reports**

- a.** Department Reports for October 2022  
Building Department  
Privilege License  
Police Department  
Court Department

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

## **Executive Session - If Necessary**

## **Adjourn/Recess.**

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





Mayor Depreo	Item No. 1.
Councilmember Maher	At-Large
Councilmember Finley	Ward 1
Councilmember Liese	Ward 2
Councilmember Cumberland	Ward 3
Councilmember Clark	Ward 4

## MINUTES

### REGULAR MEETING OF THE CITY COUNCIL

Tuesday, November 01, 2022  
6:00 PM CST

#### Call to Order.

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

Invocation-Councilmember Finley

Pledge of Allegiance

Roll Call

PRESENT

Mayor Nancy Depreo

Councilmember-At-Large Gerard Maher

Ward 1 Shane Finley

Ward 2 Anna Liese

Ward 3 John Cumberland

Ward 4 Charles Clark

Confirm or Adjust Agenda Order

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to amend the agenda with the following additions and to approve as amended:

Action Agenda-table item 16. 2023-050: Motion for Diamondhead Steering Committee to utilize the Chapel area (minus the Judge's Chambers) in City for a pilot Diamondhead Senior Center on Monday, Tuesday, Wednesday and Thursday.

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.

Council Comments.

1. The next Regular Meeting of the City Council will be held November 15, 2022 at 6:00 p.m. in Council Chambers located at City Hall.
2. The Diamondhead Festival and BBQ Competition will be held Saturday, November 5, 2022 from 11:00 a.m. to 7:00 p.m. at Harbor Circle.
3. Rhonda Rhodes Executive Director of Hancock Resource Center addressed the council regarding -- The Angel Tree and Toys for Tots.



## City Manager's Report

1. Makiki Drive – There has been no change on this project. The drain boxes have not arrived, and the contractor has not remobilized to complete the job. The contract end date is November 10<sup>th</sup>.
2. Hilo Way Drainage Project – The notice to proceed on this project has been set for November 14<sup>th</sup>.
3. Twin Lake Park / Dog Park – The engineering firm is completing the plans and will be advertising the project soon.
4. Phase 4 paving – The paving started on Oct 10<sup>th</sup> with a contract time of 90 calendar days. Monday, the crew is on Ala Moana. Today they were to start on the south side paving of Loa Place. Tomorrow they will be milling Golf Club Dr. and Thursday they will be paving Golf Club Dr. After Golf club the remaining streets on Bayou and Halewia are to be scheduled around the Waterline Rehab. The current end date of the project is December 3<sup>rd</sup>.
5. Turnberry – After meeting with the Covington Engineering, the City has decided at this time to not pursue the purchase of land off Turnberry Drive and focus on downstream issues first.
6. Christmas on the Green – The event will be held on December 1<sup>st</sup> from 5:30 – 8:00.

## Public Comments on Agenda Items.

The following addressed the Council:

Mike Munger - International Fire Codes supporting Elliott Homes variance request.

Peter Higgins - Elliott Homes cul-de-sac variance request

Sandra Gray - Sketch Plat for Townhouses at Highpoint

Charles Whitmore - Sketch Plat for Townhouses at Highpoint

Maria Karpaitis - Hilo Way Drainage Improvements

Liz Morgano – Distemper Outbreak

Antoine Saucier - Cul-de-sac Parking

Dempsey Milton - Cul-de-sac Parking

Jim Gaines - Elliott clear cutting of trees and storm water management

## Policy Agenda.

### Minutes:

1. Motion to approve October 18, 2022 Regular Meeting Minutes.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to approve October 18, 2022 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**

2. Motion to approve October 24, 2022 Special Called Meeting Minutes.

Motion made by Ward 2 Liese, Seconded by Ward 4 Clark to approve October 24, 2022 Special Called 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****Resolutions:**

3. **2023-049:** Motion to adopt Resolution 2023-006 thereby authorizing the City Clerk to resubmit delinquent fines receivables (Exhibit A) to the Mississippi Municipal Intercept Company, LLC (MIC) for debt set-off through the Mississippi Department of Revenue and for other related purposes.

Motion made by Ward 4 Clark, Seconded by Ward 1 Finley to adopt Resolution 2023-006 thereby authorizing the City Clerk to resubmit delinquent fines receivables (Exhibit A) to the Mississippi Municipal Intercept Company, LLC (MIC) for debt set-off through the Mississippi Department of Revenue and for other related purposes.

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

**MOTION CARRIED UNANIMOUSLY****Consent Agenda:**

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to approve the following consent agenda items:

4. **2023:037:** Motion to approve travel card cardholder agreement with the Mississippi Department of Finance and Administration Office of Purchasing, Travel and Fleet Management.
5. **2023-038:** Motion to approve Pay Application 6 in the amount of \$6,038.58 to Moran Hauling for East Aloha Drive Improvements Phase 1.
6. **2023-039:** Motion to approve payments to Machado Patano in the amount of \$6,250.00 for Twin Lakes Fishing Pier and Trail and \$562.50 for Hilo Way Drainage.
7. **2023-043:** Motion to approve payments to Pickering in the amount of \$1,225.00 for Kolo Court Ditch Improvements, in the amount of \$3,337.00 for Ahuli Drainage Improvements and in the amount of \$5,561.67 for Professional Services from August 28, 2022 to October 1, 2022.
8. **2023-044:** Motion to enter into a new commercial lease agreement for the Southside property with Purcell Co., Inc. for one (1) year and for additional one (1) year terms thereafter in the sum of One Dollar (\$1.00) per year.
9. **2023-045:** Motion to accept the Memorandum of Agreement with Pearl River Community College for the County Tuition Assistance Program and authorize City Manager, Jon McCraw to execute same.



10. **2023-046:** Motion to approve payments to Chiniche Engineering & Surveying in the amount of \$1,904.25 for Noma Drive Dredging and in the amount of \$2,897.00 for Canal Dredging Calculations.
11. **2022-051:** Motion to approve budget amendments 2022-052.

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.**

12. **2023-041:** Motion to approve participation in the Hancock County Resource Center's Christmas Toy Drive and using city outreach resources to announce City Hall as a designated drop-off location.

Motion made by Ward 2 Liese, Seconded by Councilmember-At-Large Maher to approve participation in the Hancock County Resource Center's Christmas Toy Drive and using city outreach resources to announce City Hall as a designated drop-off location.

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

**MOTION CARRIED UNANIMOUSLY**

13. **2023-042:** Motion for discussion and/or possible action regarding drainage on Diamondhead Drive North, Amoka, Kaleki (Way, Ct.), and Ieke Drive.

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland or discussion regarding drainage on Diamondhead Drive North, Amoka, Kaleki (Way, Ct.), and Ieke Drive.

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

Andrew Levens with Covington Civil & Environmental provided an update.

**NO ACTION TAKEN**

14. **2023-047:** Motion for the 3rd Annual Dog Park Day to be held on Saturday, April 1, 2023, Harbor Circle on the south side of Diamondhead.

Motion made by Mayor Depreo, Seconded by Councilmember-At-Large Maher for the 3rd Annual Dog Park Day to be held on Saturday, April 1, 2023, Harbor Circle on the south side of Diamondhead.

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

**MOTION CARRIED UNANIMOUSLY**

17. **2023-052:** Motion to concur with the Planning Commission recommendation for conditional approval of the Sketch Plat for Townhouses at Highpoint. The Sketch Plat is a 17 unit Single-family attached townhouse development. The total number of acres is approximately 2.8. The current



zoning of lots is R-3 High Density Single Family with the parcel number being 067L-0-35- 089.000. The subject property is in PT SE1/4-NE1/4 35-7-14. The property is bordered on three sides by Highpoint Drive and homes along Golf Club on the southwest. The case file number is 202200264.

Motion made by Councilmember-At-Large Maher, Seconded by Mayor Depreo to concur with the Planning Commission recommendation for conditional approval of the Sketch Plat for Townhouses at Highpoint. The Sketch Plat is a 17unit Single-family attached townhouse development. The total number of acres is approximately 2.8. The current zoning of lots is R-3 High Density Single Family with the parcel number being 067L-0-35- 089.000. The subject property is in PT SE1/4-NE1/4 35-7-14. The property is bordered on three sides by Highpoint Drive and homes along Golf Club on the southwest. The case file number is 202200264.

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

#### **MOTION CARRIED UNANIMOUSLY**

18. **2023-053:** Elliott Homes, LLC. represented by Josh Fleming has submitted a request for a variance from the Subdivision Regulations (Article 308.6) to allow the construction of a cul-de-sac 723 feet in length. The variance requested is 123 feet. The property address is the proposed Hahalua Lane at Diamondhead Lakes Drive in the Diamondhead Lakes subdivision. The tax parcel number is 067L-0- 35-012.000. The maximum length of a cul-de-sac is 600 feet. The variance requested is 123 square feet. The Case File Number is 202200448. At its regularly scheduled meeting on October 25, 2022, the Planning Commission did not make a recommendation as the motion to approve the variance as requested failed to pass with 3 voting yes and 4 abstaining.

Motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland to approve Elliott Homes, LLC. request for a variance from the Subdivision Regulations (Article 308.6) to allow the construction of a cul-de-sac 723 feet in length. The variance requested is 123 feet. The property address is the proposed Hahalua Lane at Diamondhead Lakes Drive in the Diamondhead Lakes subdivision phase II. The tax parcel number is 067L-0- 35-012.000. The maximum length of a cul-de-sac is 600 feet. The variance requested is 123 square feet. The Case File Number is 202200448. At its regularly scheduled meeting on October 25, 2022, the Planning Commission did not make a recommendation as the motion to approve the variance as requested failed to pass with 3 voting yes and 4 abstaining.

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

Voting Nay: Ward 2 Liese

#### **MOTION CARRIED**

19. **2023-054:** Motion to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.5.5 G) to allow the construction of an 1,800 square foot residence on a lot designated 2,000 square foot minimum. The variance granted is 200 square feet. The property address is 6410 Huko Court. The tax parcel number is 131D-2-13-009.000. The property is in a R-1 zoning district. The minimum square footage for this lot is 2,000. The Case File Number is 202200450.

Motion made by Ward 3 Cumberland, Seconded by Ward 1 Finley to concur with the Planning Commission recommendation to grant a variance from the Zoning Ordinance (Article 4.5.5 G) to



allow the construction of a 1,800 square foot residence on a lot designated 2,000 square foot minimum. The variance granted is 200 square feet. The property address is 6410 Huko Court. The tax parcel number is 131D-2-13-009.000. The property is in a R-1 zoning district. The minimum square footage for this lot is 2,000. The Case File Number is 202200450.

Voting Yea: Ward 1 Finley

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

**MOTION FAILED**

20. **2023-055:** Motion to authorize the Planning Commission to publish and hold a public hearing for the purpose of updating Section 308.3 of the Subdivision Regulations allowing the maximum length of a cul-de-sac to 750 feet in accordance with the 2018 edition of International Fire Code Section D103. The Planning Commission shall make a recommendation to the Council.

Motion made by Councilmember-At-Large Maher, Seconded by Ward 1 Finley to authorize the Planning Commission to publish and hold a public hearing for the purpose of updating Section 308.3 of the Subdivision Regulations allowing the maximum length of a cul-de-sac to 750 feet in accordance with the 2018 edition of International Fire Code Section D103. The Planning Commission shall make a recommendation to the Council.

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

**MOTION CARRIED UNANIMOUSLY**

**Routine Agenda.**

**Claims Payable**

21. Motion to approve the Docket of Claims DKT230153-DKT230185 in the amount of \$79,921.27.

Motion made by Ward 4 Clark, Seconded by Ward 2 Liese to approve the Docket of Claims DKT230153-DKT230185 in the amount of \$79,921.27.

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

**MOTION CARRIED UNANIMOUSLY**

**Executive Session**

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to go into closed session to determine the necessity for an executive session.

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 3 Cumberland to enter into executive session for the following:

Potential litigation involving Heath Ladner and Breakwater Marine pursuant to MS Code 25-41-7(4)(b)

Property Acquisition pursuant to MS Code 25-41-7(4)(g)

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

**MOTION CARRIED UNANIMOUSLY**

City Attorney, Derek Cusick, announced to the public that the City Council had voted to go into executive session for the following:

Potential litigation involving Heath Ladner and Breakwater Marine pursuant to MS Code 25-41-7(4)(b)

Property Acquisition pursuant to MS Code 25-41-7(4)(g)

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to exit session.

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

**MOTION CARRIED UNANIMOUSLY**

At 8:54 p.m. motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to exit closed session.

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

**MOTION CARRIED UNANIMOUSLY**

City Attorney announced that while in executive session, no official action of record was taken.

Motion made by Mayor Depreo, Seconded by Ward 3 Cumberland to add **Action Item 20a.** and to approve settlement to Heath Ladner in the amount of \$6800.00 for tree removal and trespassing.

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

**MOTION CARRIED UNANIMOUSLY**

15. **2023-048:** Motion to accept agreement with Breakwater Marine regarding Lily Pond and Miller Pond dredging bid.

Motion made by Ward 1 Finley, Seconded by Ward 2 Liese to accept agreement with Breakwater Marine regarding Lily Pond and Miller Pond dredging bid.

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

**MOTION CARRIED UNANIMOUSLY**



**Adjourn/Recess.**

At 8:55 p.m. and with no further business to come before the Council, motion made by Ward 4 Clark, Seconded by Ward 3 Cumberland 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



Agenda Item #2022-2023-050

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

TO: CouncilFROM: MayorDATE: 10-24-2022

☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other

AGENDA LOCATION: ☐ Consent Agenda ☐ Regular Agenda

AGENDA DATE REQUESTED 11-01-2022

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

Motion for Diamondhead Steering Committee to utilize the Chapel area in City Hall (minus the Judge's Chambers) for a pilot Diamondhead Senior Center on Monday, Tuesday, Wednesday, and Thursday.

**REQUIRED SIGNATURE**

REQUESTED BY:

*Mayor Nancy Deprec*

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed:



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 10th day of October 2022 Governor Tate Reeves proclaimed the following Holidays:

Thursday, November 24, 2022 in observance Thanksgiving Day

Monday, December 26, 2022 in observance of Christmas Day

Monday, January 2, 2023 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 25, 2022 in further observance of Thanksgiving holiday and Friday, December 23, 2022 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 24 and 25, 2022, December 23 and 26, 2022 and January 2, 2023 to be City of Diamondhead holidays and shall close its offices in further observance of said holidays.

**SO BE IT RESOLVED** this 15th day of November, 2022.

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

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

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

Attest:

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

seal





### AGREEMENT TO PURCHASE MITIGATION CREDITS

This Agreement is made by and between WETLANDS SOLUTIONS HOLDINGS, LLC (hereinafter WSH) and **City of Diamondhead** (hereinafter PERMITTEE).

PERMITTEE agrees to purchase and WSH agrees to provide **1.35** pine savannah mitigation credits from Wetlands Solutions' Devil's Swamp (Phase I) Mitigation Bank as required by PERMITTEE'S U.S. Army Corps of Engineers permit number **SAM-2021-01172-AMR**.

As consideration for the above-referenced mitigation credits, PERMITTEE agrees to pay WSH the sum of **\$7,425** on or before **May 15, 2022**.

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### WETLANDS SOLUTIONS HOLDINGS, LLC

By: \_\_\_\_\_  
Brandon A. Pike

#### PERMITTEE

By: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

WSH will provide confirmation of credit purchase to the Corps of Engineers via email and U.S. mail within one business day *if payment is made by wire transfer, cashier's check or other certified funds*. Personal and company checks are subject to the following clearing period:

- Checks drawn on Hancock Bank: 1 business day
- Checks drawn on other local banks: 2 business days
- Checks drawn on out of town banks: Up to 7 business days

#### REMIT PAYMENT TO:

WETLANDS SOLUTIONS HOLDINGS, LLC  
14231 Seaway Rd., SUITE 7007  
Gulfport, MS 39503  
Phone: 228.575.7740



**WORK ASSIGNMENT NO. \_\_\_\_\_**

**PROJECT NUMBER: 26023.00 Lily Pond Dredging – Re-Bidding**

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

See 'Attachment A – Scope of Services'

**WORK ASSIGNMENT TERM**

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

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

**DBE GOAL**

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

**KEY PERSONNEL**

**CITY PROJECT MANAGER:**

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

Cara Wagner, PE (MS #26030)

**PROGRESS SCHEDULE**

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



**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the City for this assignment exceed **\$4,000** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

**Table 1: Compensation for Services Breakdown**

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
<b>I</b>	<b>Surveying Services – Marking Property</b>	<b>\$1,000 (Lump Sum)</b>
<b>II</b>	<b>Re-Bid Phase Services</b>	<b>\$3,000</b>

**Table 2: Rate Schedule for Labor Hours**

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

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

SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**City of Diamondhead, Mississippi**

By: \_\_\_\_\_

WITNESS this, my signature, in execution hereof, this the 31<sup>st</sup> day of October 2022.

**Pickering Firm, Inc.**

By:  \_\_\_\_\_  
By: Cara Wagner, PE

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

  
Austin Keith



**ATTACHMENT A – SCOPE OF SERVICES****Task I – Surveying Services – marking property - \$1,000 (Lump Sum)**

The Engineer shall:

1. Have a surveyor mark in the field property lines at 50' intervals

**Task II – Re-Bid Phase Services - \$3,000**

The Engineer shall:

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



**WORK ASSIGNMENT NO. \_\_\_\_\_****PROJECT NUMBER: 26024.00 Miller Pond Dredging – Bidding & Construction**

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

See 'Attachment A – Scope of Services'

**WORK ASSIGNMENT TERM**

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

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

**DBE GOAL**

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

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

Cara Wagner, PE (MS #26030)

**PROGRESS SCHEDULE**

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



**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the City for this assignment exceed **\$3,000** (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

**Table 1: Compensation for Services Breakdown**

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
I	Re-Bid Phase Services	\$3,000

**Table 2: Rate Schedule for Labor Hours**

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

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


SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**City of Diamondhead, Mississippi**

By: \_\_\_\_\_

WITNESS this, my signature, in execution hereof, this the 31<sup>st</sup> day of October 2022.

**Pickering Firm, Inc.**

By:  \_\_\_\_\_  
By: Cara Wagner, PE

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

  
Austin Keith



**ATTACHMENT A – SCOPE OF SERVICES****Task I – Re-Bid Phase Services - \$3,000**

The Engineer shall:

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





DIGITAL ENGINEERING & IMAGING, INC.

2023 0

Item No.7.

November 3, 2022

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.: 730-1001-25

Dear Mr. McCraw:

Attached please find Invoice No. 25 for professional services on the above referenced project in the amount of **\$2,392.50** 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



City of Diamondhead  
 5300 Diamondhead Circle  
 Diamondhead, MS 39525

November 03, 2022

Project No: B7301001.000

Invoice No: 25

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 2, 2022 to October 29, 2022**

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

**Professional Personnel**

	Hours	Rate	Amount
Stein, John	16.50	145.00	2,392.50
Totals	16.50		2,392.50
<b>Total Labor</b>			<b>2,392.50</b>
		<b>Total this Task</b>	<b>\$2,392.50</b>
		<b>Total this Phase</b>	<b>\$2,392.50</b>

**Billings to Date**

	Current	Prior	Total
Fee	0.00	4,345.00	4,345.00
Labor	2,392.50	6,725.00	9,117.50
<b>Totals</b>	<b>2,392.50</b>	<b>11,070.00</b>	<b>13,462.50</b>
		<b>Total this Invoice</b>	<b>\$2,392.50</b>



Project B7301001.000 Diamondhead Master Services Agreement 21 Invoice 25

## Billing Backup

Thursday, November 3, 2022

Digital Engineering & Imaging, Inc.

Invoice 25 Dated 11/3/2022

4:17:45 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	35 - Stein, John	10/3/2022	7.00	145.00	1,015.00	
0111	35 - Stein, John	10/4/2022	2.50	145.00	362.50	
0111	35 - Stein, John	10/5/2022	1.00	145.00	145.00	
0111	35 - Stein, John	10/13/2022	2.00	145.00	290.00	
0111	35 - Stein, John	10/14/2022	1.00	145.00	145.00	
0111	35 - Stein, John	10/17/2022	.50	145.00	72.50	
0111	35 - Stein, John	10/18/2022	.50	145.00	72.50	
0111	35 - Stein, John	10/21/2022	2.00	145.00	290.00	
	Totals		16.50		2,392.50	
	<b>Total Labor</b>					<b>2,392.50</b>

**Total this Task \$2,392.50**

**Total this Phase \$2,392.50**

**Total this Project \$2,392.50**

**Total this Report \$2,392.50**





DIGITAL ENGINEERING & IMAGING, INC.

Item No.7.

November 3, 2022

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.: 730-1001-26

Dear Mr. McCraw:

Attached please find Invoice No. 26 for professional services on the above referenced project in the amount of **\$9,112.50** in accordance with our agreement.

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

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in black ink that reads 'L. Bruce Newton'.

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

LBN/chc

cc: Mr. Robert J. Delaune

Enclosures



City of Diamondhead  
5300 Diamondhead Circle  
Diamondhead, MS 39525

November 03, 2022  
Project No: B7301001.000  
Invoice No: 26

Project B7301001.000 City of Diamondhead Master Services Agreement 2021

**Professional Services from October 2, 2022 to October 29, 2022**

Phase 004 Roadway Improvements Phase 4  
Task 40 Construction Administration  
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Construction Admin	12,750.00	51.1765	6,525.00	2,025.00	4,500.00
Total Fee	12,750.00		6,525.00	2,025.00	4,500.00
	<b>Total Fee</b>				<b>4,500.00</b>
			<b>Total this Task</b>		<b>\$4,500.00</b>

Task 45 Resident Inspection  
Professional Personnel

	Hours	Rate	Amount	
Boynes, Clinton	57.50	75.00	4,312.50	
Pohlmann, Jason	4.00	75.00	300.00	
Totals	61.50		4,612.50	
<b>Total Labor</b>				<b>4,612.50</b>
			<b>Total this Task</b>	<b>\$4,612.50</b>
			<b>Total this Phase</b>	<b>\$9,112.50</b>

**Billings to Date**

	Current	Prior	Total	
Fee	4,500.00	49,900.00	54,400.00	
Labor	4,612.50	0.00	4,612.50	
<b>Totals</b>	<b>9,112.50</b>	<b>49,900.00</b>	<b>59,012.50</b>	
			<b>Total this Invoice</b>	<b>\$9,112.50</b>



Project B7301001.000 Diamondhead Master Services Agreement 21 Invoice 26

## Billing Backup

Thursday, November 3, 2022

Digital Engineering & Imaging, Inc.

Invoice 26 Dated 11/3/2022

3:09:09 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	10/10/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/11/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/12/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/13/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/17/2022	5.00	75.00	375.00	
0143	80 - Boynes, Clinton	10/18/2022	5.00	75.00	375.00	
0143	80 - Boynes, Clinton	10/19/2022	2.00	75.00	150.00	
0143	80 - Boynes, Clinton	10/20/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/21/2022	3.00	75.00	225.00	
0143	80 - Boynes, Clinton	10/24/2022	5.00	75.00	375.00	
0143	80 - Boynes, Clinton	10/25/2022	5.00	75.00	375.00	
0143	80 - Boynes, Clinton	10/26/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/27/2022	4.50	75.00	337.50	
0143	80 - Boynes, Clinton	10/28/2022	1.00	75.00	75.00	
0167	60 - Pohlmann, Jason	10/19/2022	2.00	75.00	150.00	
0167	60 - Pohlmann, Jason	10/25/2022	2.00	75.00	150.00	
	Totals		61.50		4,612.50	
	<b>Total Labor</b>					<b>4,612.50</b>
				<b>Total this Task</b>		<b>\$4,612.50</b>
				<b>Total this Phase</b>		<b>\$4,612.50</b>
				<b>Total this Project</b>		<b>\$4,612.50</b>
				<b>Total this Report</b>		<b>\$4,612.50</b>



# MEMORANDUM OF UNDERSTANDING

This document constitutes a MEMORANDUM OF UNDERSTANDING (MOU) made and entered into with Pearl River Community College, herein referred to as PRCC, the City of Diamondhead and Southern Mississippi Planning and Development District, Inc., herein referred to as SMPDD.

The MOU promotes higher education opportunities at Pearl River Community College, for eligible participants who reside in the City of Diamondhead. The Fiscal Year 2023 allocation shall not exceed a total of \$5,000.00 which will be sent from the City of Diamondhead to SMPDD and then to PRCC to be used for specified economic development program, i.e. tuition assistance to eligible participants who reside in The City of Diamondhead, in accordance with authorizing statutes, including but not limited to Mississippi Code 17-19-1. See also Mississippi Attorney General's opinion 2011-00078. The City of Diamondhead can provide funds to the SMPDD through Miss. Code Section 19-9-111.

The PRCC County Tuition Assistance Program (CTAP) will provide tuition for four consecutive semesters of higher education at PRCC. Students must enroll full-time (15 hours) at Pearl River Community College for the fall semester immediately after graduating from high school or earning their high school equivalency certificate. Through the CTAP program, applicants may pursue any degree or certificate offered at PRCC. There will be no income requirements on the grant being offered. Non-tuition related expenses such as supplies, books, fees and room and board are not included in the tuition assistance program. SMPDD shall serve as a fiscal agent for the CTAP program, with no other programmatic or administrative duties.

High School Equivalency (HSE) certificate recipients that are residents of The City of Diamondhead are also eligible. These students must matriculate into the credit bearing classes during the semester immediately following the completion of the HSE certificate of the very next semester when the desired program is scheduled to begin. Proof of residency may be required. Participation in this program is contingent upon the availability of program funding. Award amounts are subject to change. The CTAP amount is a possible maximum of the current costs of tuition.

All students must complete the CTAP application prior to receiving any tuition assistance. All CTAP awards will be based on other aid received and are subject to CTAP program guidelines.

This Memorandum of Understanding shall be effective upon the signatures of all parties.



---

Adam Breerwood, President  
Pearl River Community College

---

Date

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Leonard Bentz, Executive Director  
Southern Mississippi Planning and Development District, Inc.

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Date

---

Jon McCraw, City Manager  
City of Diamondhead

---

Date





DIGITAL ENGINEERING & IMAGING, INC

Item No.9.

November 9, 2022

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

Re: Diamondhead Roadway Improvements – Phase 4  
Pay Application No.1  
DE Project No. 730-1001-004

Dear Mr. McCraw,

Please find attached Payment Request No. 1 from Huey P. Stockstill, LLC. for construction on the above referenced project in the amount of \$326,943.84.

We have verified all quantities and work completed and we recommend approval for payment. The retainage to date of 5% in the amount of \$17,207.58 has been deducted from the earned amount to date of \$344,151.42 as shown on the Contractor's Application for Payment.

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

Sincerely,

DIGITAL ENGINEERING



John M. Stein, P.E.

Manager of Engineering Operations

cc: Jeb Seal, HPS  
Jeannie Klein, COD

Enclosures



# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 22076-1

Item No.9.

To Owner: CITY OF DIAMONDHEAD

Project: 22076. DIAMONDHEAD ROADWAY IMP.  
PH. 4

Application No. :

1

Distribution to :

☐ Owner  
☐ Architect  
☐ Contractor  
☐

Period To:

Project Nos:

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

Via Architect:

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum .....	\$729,975.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$729,975.00
4. Total Completed and Stored To Date .....	\$344,151.42
5. Retainage:	
a. 5.00% of Completed Work .....	\$17,207.58
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$17,207.58
6. Total Earned Less Retainage .....	\$326,943.84
7. Less Previous Certificates For Payments .....	\$0.00
8. Current Payment Due .....	\$326,943.84
9. Balance To Finish, Plus Retainage .....	\$403,031.16

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	

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

CONTRACTOR: Huey P. Stockstill, LLC

By:

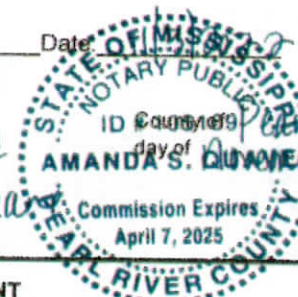
Date:

State of: MS

Subscribed and sworn to before me this

Notary Public:

My Commission expires:



## 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 \$ 326,943.84

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

ARCHITECT:

By:

Date: 11/9/22

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.



# Progress Bill

Item No.9.

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

Invoice: 22076-1

Date: 10/31/22

To: CITY OF DIAMONDHEAD

Application #: 1

Invoice Due Date: 10/31/22

Payment Terms: Net 30 Days

Contract: 22076. DIAMONDHEAD ROADWAY IMP. PH. 4

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed And Stored To Date	%	Amount Previous	Quantity This Period	Amount This Period
1	Mobilization	38,000.00	0.000	LS	0.000	0.00000	0.00	19,000.00	50.00%	0.00	0.000	19,000.00
2	Pre-Construction Video	1,500.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
3	Construction Layout	1,800.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
4	Maintenance of Traffic	10,000.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
5	Clean-up, Dressing & Sodding	5,000.00	0.000	LS	0.000	0.00000	0.00	0.00	0.00%	0.00	0.000	0.00
6	Asphaltic Conc. Pavement, 1.5" Overlay	456,708.00	32,622.000	SY	18,053.080	14.00000	0.00	252,743.12	55.34%	0.00	18,053.080	252,743.12
7	Cold Planing/Disposal of Asphaltic Concrete Paveme	18,963.00	6,321.000	SY	0.000	3.00000	0.00	0.00	0.00%	0.00	0.000	0.00
8	Full Depth Patch	45,339.00	357.000	SY	297.500	127.00000	0.00	37,782.50	83.33%	0.00	297.500	37,782.50
9	Asphaltic Concrete Leveling Course, 0" - 1.5	71,512.00	5,108.000	SY	244.700	14.00000	0.00	3,425.80	4.79%	0.00	244.700	3,425.80
10	Remove and Replace Asphalt Roadway (4.5" Thick Min	31,278.00	401.000	SY	400.000	78.00000	0.00	31,200.00	99.75%	0.00	400.000	31,200.00
11	Thermo Stop Bar (24" Width)	4,088.00	292.000	LF	0.000	14.00000	0.00	0.00	0.00%	0.00	0.000	0.00
12	Plastic Pvm't Striping (Yellow Solid Double Line)	9,564.00	4,782.000	LF	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
13	Plastic Pvm't Striping (White Solid Line)(4" Width)	16,003.00	16,003.000	LF	0.000	1.00000	0.00	0.00	0.00%	0.00	0.000	0.00
14	Remove Unsuitable Material & Replace with Select	4,000.00	50.000	CY	0.000	80.00000	0.00	0.00	0.00%	0.00	0.000	0.00
15	Remove Unsuitable Material & Replace w 610 Stone	5,500.00	50.000	CY	0.000	110.00000	0.00	0.00	0.00%	0.00	0.000	0.00
16	Geotextile Fabric	200.00	100.000	SY	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
17	Extruded Asphalt Concrete Curb	10,520.00	263.000	LF	0.000	40.00000	0.00	0.00	0.00%	0.00	0.000	0.00

Total Billed To Date: 344,151.42  
Less Retainage: 17,207.58  
Less Previous Applications: 0.00  
Total Due This Invoice: 326,943.84



# ADOPTION AGREEMENT BETWEEN THE CITY OF DIAMONDHEAD AND A DESIGNATED GROUP OF RESIDENTS (Group)

The agreement, between the City of Diamondhead and the individuals or interested party (herein called the "Group") of an area specified as:

CULDESAC ON KAWANANAKOA PL

The effective date of this agreement is NOV 3, 2022, and shall continue until canceled by either party. The Group wishes to improve their neighborhood by accomplishing the following activities:

MAINTAIN CULDESAC : (CUT, EDGE) AND MAINTAIN  
A FLAGPOLE IN THE CENTER OF CULDESAC W/AMERICAN  
FLAG. THE POLE AND FLAG WILL BE AT A SAFE  
DISTANCE FROM POWER LINES.

The City agrees to cooperate and coordinate its activities, which may overlap or duplicate activities listed with the Group but does not waive its responsibility or authority to perform any functions. The Group agrees to work toward a more attractive Diamondhead, supporting City ordinances and encouraging individual property beautification. The Group further agrees not to take any action to remove existing features, trees, plants or shrubs or add plantings or other features without written approval from the City.

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

\_\_\_\_\_  
Date

Scott Walls  
Pae Study

\_\_\_\_\_  
Group

03 NOV 22  
Date



## ARTICLE I. - IN GENERAL

Item No. 11.

Secs. 26-1—26-18. - Reserved.

## ARTICLE II. - ADOPTION OF RIGHTS-OF-WAY

Sec. 26-19. - Adoption agreement for right-of-way maintenance.

Upon recommendation of the city manager, an adoption agreement may be entered into between the city and a private or public entity for the maintenance and landscaping of the right-of-way of a public street or roadway by said private or public entity, subject to approval by the mayor and council.

(Ord. No. 2012-028, § 1, 12-3-2012)

Sec. 26-20. - City duties.

The city shall have the following duties:

- (1) Grant unto the private or public entity a non-exclusive right of ingress and egress upon the adopted right-of-way between the shoulder lines and the right-of-way lines on both sides of the roadway, including the median area.
- (2) Retain the specific right to enter upon the adopted right-of-way to maintain and perform work commensurate with good road maintenance practices.
- (3) Retain all maintenance rights, duties, and responsibilities within the adopted right-of-way from shoulder line to shoulder line, including the roadway, shoulders, drainage, storm drains, signing, and striping.
- (4) Retain all rights and responsibilities for control of access, outdoor advertising, and other uses of the adopted right-of-way other than those specifically granted to the private or public entity.
- (5) Erect a sign acknowledging the private or public entity that has adopted the right-of-way for maintenance and landscaping.

(Ord. No. 2012-028, § 2, 12-3-2012)

Sec. 26-21. - Duties of private or public entity entering into agreement.



The entity shall have the following duties:

- (1) Provide all funds necessary for the initial planting and continual maintenance, including mowing of all sod and litter control, on the adopted right-of-way.
- (2) Provide all funds necessary for the initial planting and continual maintenance of shrubs and other types of flora on the adopted right-of-way.
- (3) Provide equipment and labor necessary for mowing, edging, and trimming sod and perform same within the adopted right-of-way, and provide for trimming of all bushes, trees, and shrubs. Said services will be provided in a manner and at such times so as not to create a hazardous condition or restrictions to the traveling public.
- (4) Purchase any and all fertilizer, seed, additional labor, or equipment necessary for proper maintenance within the limits specified.
- (5) Provide work area signage in accordance with current standards set out in the Manual on Uniform Traffic Control Devices for Streets and Highways.
- (6) Assume total responsibility for the safety and liability of its operations within the limits described, and shall hold the city harmless on any and all claims arising from work performed.
- (7) Submit to the city's designated agent for approval any plans to significantly change the general character or overall appearance of the landscaping along the adopted right-of-way. Such approval shall not be required in relation to the planting of flowers, shrubs, bushes, trees, etc., where such planting does not significantly change the general character or overall appearance of the landscaping along the adopted right-of-way.

(Ord. No. 2012-028, § 3, 12-3-2012)

Sec. 26-22. - Agreements by both parties.

It is mutually agreed between the city and other entities:

- (1) That no right or responsibility other than those specifically listed hereinabove is granted or implied, and that all rights not specifically conveyed herein are retained by the city.
- (2) That in the event the city finds that any bush, tree or shrub blocks or obscures the vision of motorists in the adopted right-of-way or otherwise constitutes a traffic hazard or threat to public safety, it shall notify the private or public entity's designated agent in writing of the modification necessary to correct the hazard or threat. If the private or public entity fails to correct the hazard or threat within 48 hours, the city shall have the right to take corrective action.
- (3) That the city reserves the right to make the necessary improvements or modifications within the designated limits of this agreement at any



time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the private or public entity under this agreement.

Item No. 11.

- (4) That the city executes its orders and directives through the ordinances of the city. All notices and correspondence with the city shall be directed to the designated agent. Similarly, the private or public entity executes all of its orders and directives through its president or board of directors. All notices and correspondence with the private or public entity shall be directed to the agent shown identified in the agreement. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed in the agreement. All modifications to this agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this agreement.

(Ord. No. 2012-028, § 4, 12-3-2012)

#### Sec. 26-23. - Cancellation of agreement.

The agreement referred to in section 26-19 may be canceled by either party upon notification to the other party 90 days prior to the date of cancellation, except when in the opinion of the city an unsafe condition exists, in which situation, this agreement may be terminated without prior notice.

(Ord. No. 2012-028, § 5, 12-3-2012)



**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. 1**


Owner: **City of Diamondhead**  
Engineer: **Covington Civil and Environmental**  
Project: **Commercial District Transformation Project**  
Effective Date of Owner-Engineer Agreement: **April 6, 2021**  
Nature of Amendment: (Check those that apply)  
☒ Additional Services to be performed by Engineer  
☐ Modifications to services of Engineer  
☐ Modifications to responsibilities of Owner  
☒ Modifications of payment to Engineer  
☒ Modifications to time(s) for rendering services  
☐ Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

The City of Diamondhead was awarded an additional grant to increase the scope of the Commercial District Transformation Project to include roadway improvements on Noma Drive from Diamondhead Circle until the end of Noma Drive at the proposed boat ramp (See attached figure). The project will include a multimodal pathway from City Hall to the roundabout at which time it will tie into the multimodal pathway currently under design in the first phase of this project. A modified fee schedule is attached. Covington's scope includes surveying, roadway design and construction inspections. Wetland permitting and land acquisition are not included in the scope of work. Street lighting will be on primary power and served by the electric service provider.

Original agreement amount: \$620,000.00  
Net change for prior amendments: \$0.00  
This amendment amount: \$189,700.00  
Adjusted Agreement amount: \$809,700.00  
Change in time for services (days or date, as applicable): 1 year

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **November 15, 2022**.

<b>Owner</b>	<b>Engineer</b>
<u>City of Diamondhead</u>	<u>Covington Civil and Environmental, LLC</u>
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: <u></u>
(individual's signature)	(individual's signature)
Date: <u>November 15, 2022</u>	Date: <u>November 15, 2022</u>
(date signed)	(date signed)
Name: <u>Jon McCraw</u>	Name: <u>Benjamin Benvenuti</u>
(typed or printed)	(typed or printed)
Title: <u>City Manager</u>	Title: <u>Principal Engineer</u>



OVERLAY OF ROAD  
(APPROX. 5,200 LF)

Item No.12.

START OF FAILING ROAD



FEE SCHEDULE			
Description	Original Contract	Amendment #1 - Noma Drive	Total
Task 1 - Topographic and Boundary Surveying	\$63,000.00	\$24,000.00	\$87,000.00
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	\$34,500.00	\$29,800.00	\$64,300.00
Task 3 - Permitting	\$15,500.00	\$0.00	\$15,500.00
Task 4 - Land Acquisition Support Documents	\$60,000.00	\$0.00	\$60,000.00
Task 5 - Geotechnical Investigations	\$10,500.00	\$12,000.00	\$22,500.00
Task 6 - Roadway Design Plans	\$182,000.00	\$41,500.00	\$223,500.00
Task 7 - Bidding	\$9,500.00	\$6,800.00	\$16,300.00
Task 8 - Construction Engineering and Inspection*	\$245,000.00	\$75,600.00	\$320,600.00
<b>Total =</b>	<b>\$620,000.00</b>	<b>\$189,700.00</b>	<b>\$809,700.00</b>

\*Task 8 is based on a 12-month construction schedule for original contract and 4-month construction schedule for Amendment 1

- Tasks 1, 2, 3, 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.
- Tasks 4 and 8 shall be billed per the rate schedule in original contract
- Budgets may be modified across tasks as long as the total Fee is not exceeded.





November 9, 2022

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

Re: Makiki Dr. Drainage; Change Order No. 2

Jon,

Please see attached Change Order No. 2 for your consideration. The Contractor has requested an additional 60 calendar days be added to the contract to cover continued material delays and a waiting period specified before asphalt can be installed on newly repaired road base.

Change Order No. 1 added an additional 25 calendar days to the contract to cover material delivery delays related to storm drain pipe and structures. Since that time, the Contractor has continued to experience these delays due to changes in fabrication scheduling he has received from the supplier (reference the Contractor's letter of 11/3/22 outlining these delays). The Contractor also reached out to other material suppliers and found the delivery times would be longer and the material prices would be higher. At this time, the contractor is to receive the drain pipe and structures on 11/10/22 and is requesting additional 30 calendar days to complete installation of these items as well as all other remaining work items (see Contractor email of 11/7/22 providing new schedule). We recommend 30 additional days to the contract time for material delays.

The contractor is also requesting an additional 30 calendar days to cover the period of time between installation of road fill/base materials, and asphalt. We recommend 30 additional days to the contract time to allow for road base settlement prior to asphalt installation.

A total of 60 additional calendar days are being requested for this change order. This would extend the contract date from November 10, 2022 to January 9, 2023.

Attached to this letter, please find a copy of the change order document, a letter from the contractor requesting the additional days associated with this change order, and an email from the contractor showing his revised work completion schedule. Pickering recommends approval of this Change Order No. 2 to J&A Excavation for the addition of 60 calendar days.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,  
**PICKERING FIRM, INC.**

Cara Wagner, PE  
Associate Principal Owner, Senior Civil Engineer



Change Order No. 2

Date of Issuance: 11/09/2022  
Owner: City of Diamondhead  
Contractor: J&A Excavation  
Engineer: Pickering Firm  
Project: Makiki Dr. Drainage

Effective Date: Date of full execution below  
Owner's Contract No.: 00-14-2021  
Contractor's Project No.:  
Engineer's Project No.: 26040.00  
Contract Name: Makiki Dr. Drainage

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

Description:

Addition of 60 days to the contract time for continued material delays related to precast concrete pipe and boxes as well as allow for the specified 30 days settlement on road repair prior to installation of asphalt.

Attachments: Letter of request by Contractor and email from Contractor showing a breakdown of remaining work items with anticipated start/complete dates.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ <u>138,945.00</u>	Original Contract Times: Substantial Completion: <u>90 calendar days (10/16/2022)</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>25 calendar days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>138,945.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>115 calendar days (11/10/2022)</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order:  _____	Increase of this Change Order: Substantial Completion: <u>60 calendar days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>138,945.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>175 calendar days (01/09/2023)</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>Ann Parker</u>			
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Associate Principal</u>	Title: _____	Title: <u>President</u>			
Date: <u>11/09/2022</u>	Date: _____	Date: <u>11/09/22</u>			

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



J&A Excavation Inc.

4141 SCR 83

Mize, MS 39116

November 3, 2022

To whom it may concern,

We are asking that an extension of time be added to the contract for Makiki Drive due to extensive material delays. Our first request was based off of misinformation from the supplier. The salesman had advised the boxes would be ready within the timeframe we requested. The following is the timeline:

8/1/2022 submittals were returned from the supplier for approval.

8/31/2022 we were informed by Tyler @ Design Precast they were put into production.

9/15/2022 we were informed by Reagen @ Design Precast they were still 3 weeks out.

9/26/2022 we were informed by Tyler @ Design Precast they were ready and to schedule delivery with our salesman. He advised us Reagen was no longer employed to get with Homer. Homer @ Design Precast did not have any information when we reached out to him.

10/14/2022 we were informed that Ken @ Design Precast was our salesman, not Homer. Ken informed us the material was not ready, it had not been poured, he doesn't know where the false information came from but they should be poured that week.

10/26/2022 email updating that the pouring should start on 10/28 and be completed within the next two weeks.

At this time, we would like to request a sixty day extension strictly based on the fact that we receive the material as stated by Design Precast. The sixty days would cover the pipe and boxes to be poured, delivered, and installed. Per specs they have to sit for 30 days to settle after they are installed before asphalt can be completed.

Thanks,   
Ann Parker, President

DATE:11/3/22



**Anthony Greer**

---

**From:** Joseph Blakeney <jandaexcavationinc@gmail.com>  
**Sent:** Monday, November 7, 2022 9:57 AM  
**To:** Anthony Greer  
**Subject:** Re: Time Extension

Austin

Per Design Precast we should have boxes delivered Thursday Morning. If that stays a fact here is our schedule for the work. This schedule is strictly dependent on the delivery of materials by Design Precast.

Thursday 11/10/22 unload materials

Friday. 11/11/22 deliver and unload all other materials for associated work.

Monday 11/14/22 Shut Road down and begin installing conflict box and pipe. Reinstall sewer main. Backfill Rd and Install 610 crushed Limestone per plans and specs.

Tuesday 11/15/22 Lower Water main and install junction box and other pipe and backfill.

Wednesday 11/16/22 begin installing rip rap

Thursday 11/17/22 finish installing rip rap

Friday 11/18/22 install sod and replant trees in Mr Robinson's yard.

Monday 11/21/22-12/21/22 Form, tie rebar, pour and finish Apron, Headwall, and Wingwalls.

The concrete will be poured and finished while the 30 days settle time is accruing.

Once that is finished Asphalt will be scheduled to be poured and the lines will be painted.

Sent from my iPhone

On Nov 4, 2022, at 9:57 AM, Anthony Greer <agreer@pickeringfirm.com> wrote:

Yes Jody, have the schedule show all remaining work items and when they will each start/complete. We need to update the city with a new schedule that is thorough.

Thanks,

**Anthony Greer**  
**Project Manager**

**Pickering Firm, Inc.**

*Service and Good Work, Our Foundation, Our Future.*

126 Rue Magnolia

Biloxi, MS 39530

Phone: 228.432.5925 Fax: 228.432.5928

**From:** Austin Keith <akeith@pickeringfirm.com>  
**Sent:** Friday, November 4, 2022 9:53 AM  
**To:** Joseph Blakeney <jandaexcavationinc@gmail.com>  
**Cc:** Anthony Greer <agreer@pickeringfirm.com>; Cara Wagner <cwagner@pickeringfirm.com>  
**Subject:** RE: Time Extension



Jody,

Can you provide a schedule of work for the time when you have your boxes on site and the 30 days for settling would start? We can take that schedule to review for justification for an additional 60 days added to the contract time.

Thank you,  
Austin Keith  
Civil Intern

**Pickering Firm, Inc.**

*Service and Good Work, Our Foundation, Our Future.*

126 Rue Magnolia

Biloxi, MS 39530

Phone: 228.432.5925 Fax: 228.432.5928

**From:** Joseph Blakeney <[jandaexcavationinc@gmail.com](mailto:jandaexcavationinc@gmail.com)>

**Sent:** Thursday, November 3, 2022 12:35 PM

**To:** Austin Keith <[akeith@pickeringfirm.com](mailto:akeith@pickeringfirm.com)>; Anthony Greer <[agreer@pickeringfirm.com](mailto:agreer@pickeringfirm.com)>; Cara Wagner <[cwagner@pickeringfirm.com](mailto:cwagner@pickeringfirm.com)>

**Subject:** Time Extension

Sent from my iPhone



**EXHIBIT "B"****SCOPE OF SERVICES**

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit "C" for format.)



2073

EXHIBIT "C"

Item No. 14.

WORK ASSIGNMENT

CITY OF DIAMONDHEAD

WORK ASSIGNMENT

NO \_\_\_\_\_

ENGINEER'S PROJECT NUMBER: - 17-057 Boundary Survey of Parcels 067E-1-26-094.000, 067E-1-26-090.000, and 067E-1-26-092.000

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead Mississippi and Chiniche Engineering & Surveying 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

1. Boundary survey and plat of parcels 067E-1-26-094.000, 067E-1-26-090.000, and 067E-1-26-092.000

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after October 28, 2021.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until insert Work Assignment Termination date here, 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 \_\_\_\_\_ %

KEYPERSONNEL

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT.}}}}

CITY

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

PROGRESS SCHEDULE

{{{{Attach at the end of "Exhibit C" the progress schedule, including a not to exceed date}}}}



MAXIMUM ALLOWABLE COST {Delete the other cost methods not used}

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$1,500 (Total of all Charges) without the prior written consent of both parties.  
The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1 : Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145

Both parties hereto represent that they have authority to enter into Work Assignment No. \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_.

City of Diamondhead

\_\_\_\_\_  
Authorized Signature

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**EXHIBIT "D" FEES****AND EXPENSES**

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment 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 Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

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

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

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

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

**Direct costs:**

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

**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 B" to this Agreement.



**EXHIBIT "E"**

**SAMPLE INVOICE**  
**[Labor-Hour/Unit Cost]**

City of Diamondhead  
 Attn: Finance Department  
 5000 Diamondhead Circle  
 Diamondhead, MS 39525

Date \_\_\_\_\_

Invoice No. 0000  
 Period \_\_\_\_\_, 20\_\_\_\_ Through \_\_\_\_\_, 20\_\_\_\_

**PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT**

Engineer's Project No. \_\_\_\_\_ Mississippi

City Work Assignment No. \_\_\_\_\_

Engineer: \_\_\_\_\_

-----:  
 -

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$ _____	\$ _____	\$ _____
Direct Costs **	\$ _____	\$ _____	\$ _____
Project Total	\$ _____	\$ _____	\$ _____
Amount Due this Invoice	_____	_____	\$ _____

**NOTE:**

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMAT



**SUPPORTING DATA (Sample Only)**

Engineer's Project No \_\_\_\_\_

Hancock County

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Cost to Date
John P. Public Jr. <u>Engineer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Designer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Technician.</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$ 0.00/hour</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL LABOR**

Direct Costs

**PROJECT TOTAL**



**EXHIBIT "F"**  
**PROGRESS REPORT**

MONTHLY PROJECT STATUS REPORT	
Reporting Period:	_____
City Representative:	_____
Consultant:	_____
Project No.:	_____
Project Description:	_____
Work Completed:	_____
Work Planned:	_____
Issues to be Addressed;	_____

Report Submitted by \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "G"**

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI  
OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT,  
DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN  
AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS  
ENTERPRISES ACT, WORKER VISIBILITY**

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.



327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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



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

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

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

**The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.**



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

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

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

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

{Enter Consultant's Name}

\_\_\_\_\_  
{Print or Type}

ATTEST \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary



**EXHIBIT "I"****PRIME CONSULTANT / CONTRACTOR EEV  
CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

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

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires : \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program 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.



## MASTER SERVICE AGREEMENT RATES

<u>Classification</u>	<u>Labor Hourly Rate</u>
Principal Engineer.....	\$162.00
Senior Professional Engineer (held P.E. License minimum 10 years).....	\$145.00
Senior Professional Engineer (held P.E. License minimum 5 years).....	\$125.00
Professional Engineer (licensed P.E.).....	\$105.00
Senior Project Manager (minimum 15 Year Experience).....	\$115.00
Project Engineer.....	\$95.00
Professional Land Surveyor.....	\$98.00
Survey Crew Chief.....	\$68.00
Instrument Person .....	\$41.00
Senior CAD Technician (minimum 15 Years Experience).....	\$90.00
Senior CAD Technician (minimum 15 Years Experience).....	\$80.00
CAD Technician .....	\$70.00
Clerical .....	\$50.00
Senior Administration (minimum 15 Years Experience).....	\$80.00
Resident Project Representative .....	\$75.00
Engineering/Specification Technician .....	\$65.00
Student Intern/Co-op.....	\$40.00
Scientist .....	\$85.00
Biologist .....	\$115.00
1 man GPS Survey Crew .....	\$150.00
2 man GPS Survey Crew .....	\$175.00
Drone (minimum charge, up to half day).....	\$350.00
Drone (more than half day to all day) .....	\$475.00



**EXHIBIT "B"****SCOPE OF SERVICES**

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit "C" for format.)



**EXHIBIT "C"****WORK ASSIGNMENT****CITY OF DIAMONDHEAD****WORK ASSIGNMENT****NO** \_\_\_\_\_

ENGINEER'S PROJECT NUMBER: - 17-057 GIS Maintenance

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead Mississippi and Chiniche Engineering & Surveying 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**

1. Monthly maintenance of the City's GIS system as requested. Maintenance of the system will include updates for road and drainage systems and excludes field work such as surveying.

**WORK ASSIGNMENT TERM** [No new Work Assignments shall be executed after October 28, 2021.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until insert Work Assignment Termination date here, 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 \_\_\_\_\_ %

**KEYPERSONNEL**

{{{{Designate project engineer and the Engineer's project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT.}}}}

CITY

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

**PROGRESS SCHEDULE**

{{{{Attach at the end of "Exhibit C" the project schedule, including a not to exceed date}}}}



MAXIMUM ALLOWABLE COST {Delete the other cost methods not used}

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$500 monthly (Hourly, Not To Exceed) \_\_\_\_\_ (Total of all Charges) without the prior written consent of both parties.

The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
Jason Chiniche	Principal Engineer	162.00
Christina Shurley	Senior Professional Engineer	145

Both parties hereto represent that they have authority to enter into Work Assignment No. \_\_\_\_\_, 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

\_\_\_\_\_  
Authorized Signature

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



**EXHIBIT "D" FEES****AND EXPENSES**

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer's fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment 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 Engineer's allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

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

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer's cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment.

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

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

**Direct costs:**

The City will reimburse the Engineer's printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

**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 B" to this Agreement.



**EXHIBIT "E"****SAMPLE INVOICE**  
[Labor-Hour/Unit Cost]

City of Diamondhead  
Attn: Finance Department  
5000 Diamondhead Circle  
Diamondhead, MS 39525

Date\_\_\_\_\_

Invoice No. 0000  
Period \_\_\_\_\_, 20\_\_\_\_ Through \_\_\_\_\_, 20\_\_\_\_

**PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT**

Engineer's Project No \_\_\_\_\_ Mississippi

City Work Assignment No. \_\_\_\_\_

Engineer: \_\_\_\_\_

-----:  
—

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$	\$	\$
Direct Costs **	\$	\$	\$
Project Total	\$	\$	\$
Amount Due this Invoice			\$

**NOTE:**

1. \* PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION



**SUPPORTING DATA (Sample Only)**

Engineer's Project No \_\_\_\_\_

Hancock County

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Cost to Date
John P. Public Jr. <u>Engineer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Designer</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public Jr. <u>Technician.</u>	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$ 0.00/hour</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TOTAL LABOR**

Direct Costs

---

**PROJECT TOTAL**



**EXHIBIT "F"**  
**PROGRESS REPORT**

<b>MONTHLY PROJECT STATUS REPORT</b>
Reporting Period: _____
City Representative: _____
-Consultant: _____
Project No.: _____
Project Description: _____
Work Completed: _____
Work Planned: _____
Issues to be Addressed; _____

Report Submitted by \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT "G"**

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI  
OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT,  
DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN  
AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS  
ENTERPRISES ACT, WORKER VISIBILITY**

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.



327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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



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

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

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

**The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.**



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

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

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

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

{Enter Consultant's Name}

\_\_\_\_\_  
{Print or Type}

ATTEST \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
Notary



**EXHIBIT "I"****PRIME CONSULTANT / CONTRACTOR EEV  
CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

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

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

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

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

\_\_\_\_\_  
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 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.



## MASTER SERVICE AGREEMENT RATES

<u>Classification</u>	<u>Labor Hourly Rate</u>
Principal Engineer.....	\$162.00
Senior Professional Engineer (held P.E. License minimum 10 years.....)	\$145.00
Senior Professional Engineer (held P.E. License minimum 5 years).....	\$125.00
Professional Engineer (licensed P.E.).....	\$105.00
Senior Project Manager (minimum 15 Year Experience .....	\$115.00
Project Engineer.....	\$95.00
Professional Land Surveyor.....	\$98.00
Survey Crew Chief.....	\$68.00
Instrument Person .....	\$41.00
Senior CAD Technician (minimum 15 Years Experience).....	\$90.00
Senior CAD Technician (minimum 15 Years Experience).....	\$80.00
CAD Technician .....	\$70.00
Clerical .....	\$50.00
Senior Administration (minimum 15 Years Experience).....	\$80.00
Resident Project Representative .....	\$75.00
Engineering/Specification Technician .....	\$65.00
Student Intern/Co-op.....	\$40.00
Scientist .....	\$85.00
Biologist .....	\$115.00
1 man GPS Survey Crew .....	\$150.00
2 man GPS Survey Crew .....	\$175.00
Drone (minimum charge, up to half day).....	\$350.00
Drone (more than half day to all day .....	\$475.00



**EXHIBIT "C"****WORK ASSIGNMENT****WORK ASSIGNMENT NO. 005****GIS SYSTEM MAINTENANCE -FY '23****ENGINEERS PROJECT NUMBER:** \_\_\_\_\_

This Work Assignment is executed in accordance with the Master Services Agreement entered into by **THE CITY OF DIAMONDHEAD** and **DIGITAL ENGINEERING**, 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 the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

Work Assignment No. 005 will include monthly maintenance to the City of Diamondhead GIS System. Updates will be made to the GIS System as requested by the City of Diamondhead for a period of up to 12 months.

**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 October 28, 2024., at 11:59 P.M/ CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

**DBE GOAL**

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

**KEY PERSONNEL****PRINCIPAL ENGINEER**

L. Bruce Newton, PE

**SENIOR PROFESSIONAL ENGINEER**

John M. Stein, PE

**PROFESSIONAL ENGINEER**

Patrick Stiegmen, PE

**SENIOR CADD TECHNICIAN**

Michael Prine

**SENIOR ADMINISTRATION**

Candice Cox

**PROGRESS SCHEDULE**

This Work Assignment will include maintenance to the City of Diamondhead GIS system, as requested by the City of Diamondhead, for a period of one year.



**MAXIMUM ALLOWABLE COST****Contract Maximums:**

Under no circumstances shall the amount payable by the Owner for this assignment exceed **\$12,000.00** (Total of all Charges) without the prior consent of both parties. The Labor Rate has been identified in Table 1: Rate Schedule for Labor Hours.

**Table 1: Rate Schedule for Labor Hours**

NAMES	LABOR CLASSIFICATION	RATE
L. Bruce Newton, PE	PRINCIPAL ENGINEER	\$ 162
John M. Stein, PE	SENIOR PROFESSIONAL ENG	\$ 145
Patrick Stiegman, PE	PROFESSIONAL ENG	\$ 105
Michael Prine	SENIOR CADD TECHNICIAN	\$ 90
Candice Cox	SENIOR ADMINISTRATION	\$ 80

Both parties hereto represent that they have authority to enter into this Work Assignment No. 005, 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 \_\_\_\_\_, 2022.**

**CITY OF DIAMONDHEAD**

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

**WITNESS** this my signature in execution hereof, this the 13<sup>th</sup> day of October, 2022,

**DIGITAL ENGINEERING**

  
L. Bruce Newton, PE., President

**ATTEST:** 

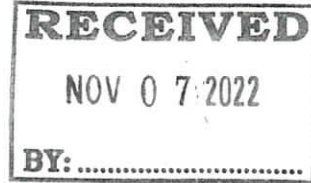




2023-073

Item No. 16.

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



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

Invoice number 14348  
Date 11/07/2022

Project 0275.20.005 Hilo Way Drainage

Professional Services through November 04, 2022

#### Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
HILO WAY DRAINAGE PROJECT	24,750.00	64.52	15,032.25	15,969.75	8,780.25	937.50
Total	24,750.00	64.52	15,032.25	15,969.75	8,780.25	937.50

#### Fees

##### Hilo Way Drainage Project

	Hours	Rate	Billed Amount
Project Engineer			
Bennie J. Sellers			
Project Time	12.50	75.00	937.50
Coordination w/ city submittals			
Contract execution submittals/contracts			
Coordination w/ city precon meeting submittals			
Coordination w/ city			

Hilo Way Drainage Project subtotal 937.50

Invoice total **937.50**

#### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14310	10/11/2022	562.50	562.50				
14348	11/07/2022	937.50	937.50				
Total		1,500.00	1,500.00	0.00	0.00	0.00	0.00





City of Diamondhead  
Project 0275.20.005 Hilo Way Drainage

Invoice number 14348  
Date 11/07/2022

Item No. 16.

Approved by:

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

Gerrod W. Kilpatrick  
Principal

Remit Payment to:  
MP Design Group  
918 Howard Ave., Suite F  
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted



Agenda Item #2022-3-059

City of Diamondhead, MS  
Request for Council Action

TO: Mayor/Council/City ClerkFROM: Councilmember At-large MaherDATE: 11/3/2022

☐ Ordinance ☐ Resolution ☐ Agreement ☐ Info Only ☐ Work Session ☒ Other

AGENDA LOCATION: ☐ Consent Agenda ☒ Regular Agenda

AGENDA DATE REQUESTED 11/15/2022

**ORDINANCE/RESOLUTION CAPTIONS or ISSUE:**

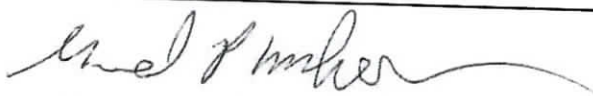
Discussion and information from the outdoor Music/entertainment committee to keep council up to date. *steering*

1. All are DH residents are welcome to join, meeting is in activity center on 3<sup>rd</sup> Thursday of the month at 6pm but not the month of November. So next one will be Dec. 15<sup>th</sup>.
2. Committee would like to bring the suggestion to council that the first outdoor event (weather permitting, will be on January 21<sup>st</sup> from 1pm to 3 pm for an open Mike gathering of musicians. And to have it ongoing on every third Saturday of each month (again weather permitting) from 1-3 pm
3. Wes Sanderford has volunteered to bring his equipment to the gazebo including amps, microphone, and instruments and to act as Host.
4. Committee is asking for the city for use of the grounds, mentioning the event on digital signs

*And in E-Blast for both events And volunteers for committee  
And provide Electricity + Rest Rooms during event*

**REQUIRED SIGNATURE**

REQUESTED BY:



COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Info Only

Completed: ☐





5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228-222-4626 Fax: 228-222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

TO: Mayor, City Council and City Manager

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

DATE: November 9, 2022

SUBJECT: 3416 Lumahai Place Rear Yard Setback Variance Request

Hasselvander, LLC, represented by Brian Hasselvander, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line. The rear yard setback is 20'. The variance requested is 4'6".

At its regular meeting on November 8, 2022, the Planning Commission voted 6-0 to recommend approving the variance as requested. The public notice was published in the newspaper and mailed to property owners within 400'. There were no objections to the variance.





Commissioner Bennett  
 Commissioner Brewer  
 Commissioner Cook  
 Commissioner Debrow  
 Commissioner Flowers  
 Commissioner Layel  
 Commissioner Nicaud

## AGENDA PLANNING AND ZONING COMMISSION

Tuesday, November 08, 2022

6:00 PM CST

Council Chambers, City Hall  
 and via teleconference, if necessary

### Call to Order

### Statement of Purpose

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

### Pledge of Allegiance

### Roll Call

### Confirmation or Adjustments to Agenda

### Approval of Minutes

2. Approval of October 25, 2022 minutes.

### New Business

3. J. White Homes, LLC, represented by Jason White has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single family residence within 9'3" of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

4. Hasselvander, LLC, represented by Brian Hasselvander, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20'. The variance requested is 4'6". The Case File Number is 202200466.

5. Approval of the 2023 Planning & Zoning Commission Calendar.

### Unfinished Business

### Open Public Comments to Non-Agenda Items

### Commissioners' Comments

### Communication / Announcements

6. The next City Council meeting is Tuesday November 15, 2022.  
 The next Planning Commission meeting is December 13, 2022.





# City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

## STAFF REPORT TO PLANNING COMMISSION

DATE: November 7, 2022

CASE FILE NUMBER: 20220046

APPLICANT: Hasselvander, LLC

TAX PARCEL NUMBER: 131M-2-11-050.000

PHYSICAL STREET ADDRESS: 3416 Lumahai Place

ZONING DISTRICT: R-2 Medium Density Single-Family Home

TYPE OF APPLICATION: Variance

NATURE OF REQUEST: to allow the construction of a deck within 15'6" from the rear property line. The rear yard setback is 20'. The variance requested is 4'6".

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: November 8, 2022

ACTION BY THE PLANNING COMMISSION:

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

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



- H. That the Variance requested will not result in any change in use or density of the subject property.

NOTES: In recommending that any variance be granted, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with the zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the zoning ordinance and punishable as determined within the zoning ordinance.

Under no circumstances shall the Planning Commission or Mayor and City Council grant a variance to allow a use not permissible under the terms of the zoning ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the zoning ordinance in said district.

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the variance as petitioned.

The staff recommends **approving** the variance based on the following findings of fact.

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *The lot is a non-conforming lot. It is 50' at the 20' setback and should be 60'.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *The house had to be moved 13' toward the rear of the lot to meet the front 20' setback.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant. *Had this been a conforming lot, no variance would be required.*
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district. *Most of the homes on the water on the Southside have a deck for the beautiful views.*
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue. *Less than 1/4 of the deck will encroach the rear set back by 4'6".*
- F. The Variance *does* observe the spirit of the Ordinance and *will not* change the character of the district (area).
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.





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

## APPLICATION FOR VARIANCE REQUEST

Case Number: 202200466Date 10-10-22Applicant: Hasselvander LLC Brian HasselvanderApplicant's Address: 17 E Reservoir Rd Columbia MS 39429Applicant's Email Address: bhassel65@gmail.comApplicant's Contact Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) 601 441-2368Property Owner: Hasselvander LLCOwner's Mailing Address: 17 E Reservoir Rd Columbia 39429Owner's Email Address: bhassel65@gmail.comOwner's Contact Number: (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) 601 441-2368Tax Roll Parcel Number: 131M-2-11-050.000Physical Street Address: 3416 LUMAHAI PLACELegal Description of Property: DIT PH 1, Unit 9, Block 1, Lot 9Zoning District: R-2State Purpose of Variance: (Front/Side/Rear/Lot Size/Parking/Building/Coverage)  
(Signage-Size-Height) \_\_\_\_\_

Rear Left Corner Paver Deck 21ft above ground  
4'6" To 0 in 16ft 20ft set back does not encroach  
on any other properties marsh Behind House  
15'6" from RPSB Rear <sup>Property Line</sup> Variance 4'6"



## STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

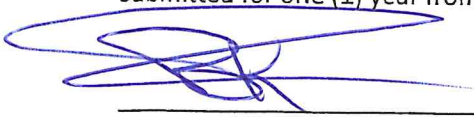
That additional information may be required by the Planning Commission prior to final disposition.

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

The Public Hearing will be held on Nov 8, 2022 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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

  
Signature of Applicant

  
Signature of Property Owner

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

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

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



REQUIRED ITEM AProperty Owner Hasselvander LLCStreet Address 3416 Lynahai Place

Statement Describing Variance Request

New construction

The reasons why it complies with the criteria for variances:

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

Response:

yes

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

Response:

Do not know others

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

Response:

No

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

Response:

Do not know



# SITE PLAN

SCALE ----- 1" = 10'

## LOT SETBACKS














FRONT: 10' 20

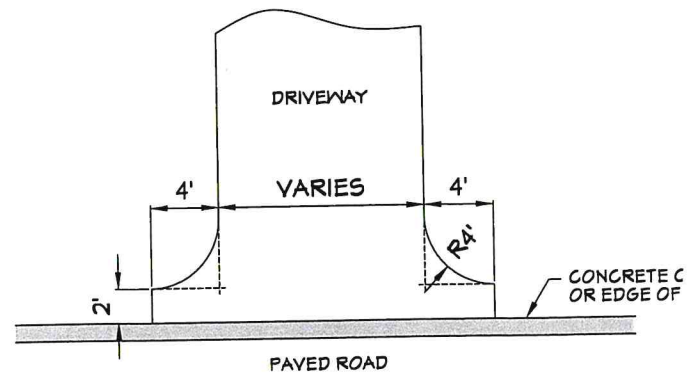
REAR: 20'

SIDES: 10'

OTHER: NA

## SITE LEGEND

	PL		PROPERTY LINE
			SETBACK LINE
			BATTER BOARD LINES
			CONCRETE
			OUTLINE OF RESIDENCE
			PAVED ROAD
			PROPERTY CORNER



### DRIVEWAY DETAIL

SCALE ----- N.T.S.



RACTOR TO  
QUATE ROOF  
AS PER CODE

10'-6" RAFTER BEARING

FINISH FLOOR LINE

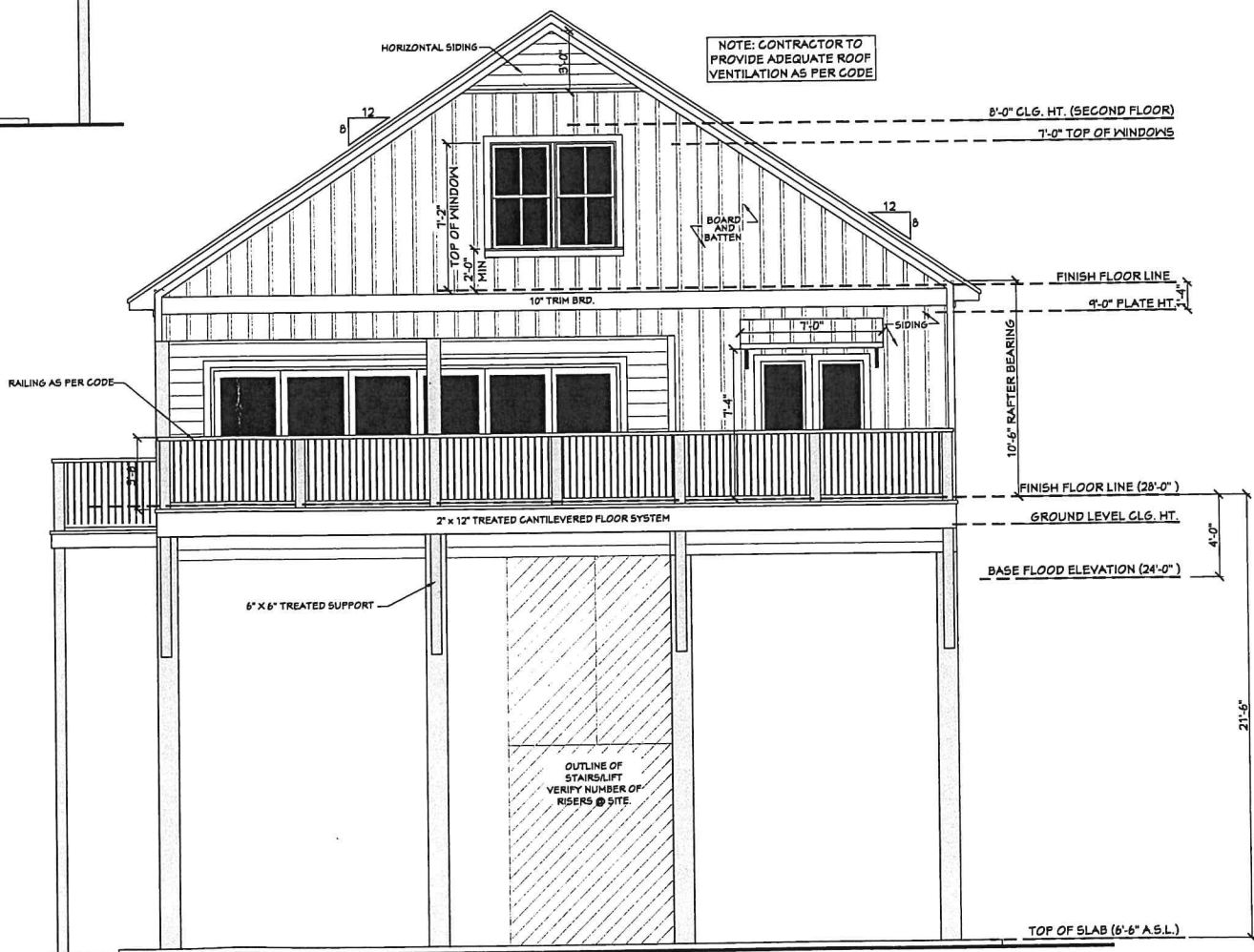
### EXTERIOR ELEVATION NOTES:

1. CONTRACTOR TO VERIFY ALL WINDOW AND DOOR STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION.
2. PROVIDE STEPS AND GUARD RAILS AS PER CODE BASED ON SITE CONDITIONS.
3. GROUND LINES SHOWN FOR REFERENCE ONLY AND VARY DEPENDING ON SITE CONDITIONS.
4. ALL FINISH MATERIALS TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
5. REFER TO TYPICAL WALL DETAIL FOR FRAMING METHODS AND OTHER MISC. INFORMATION.
6. CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION AS REQ'D BY CURRENT CODES.

### NOTES:

1. STAIRS NOT SHOWN FOR CLARITY. VERIFY NUMBER OF RISERS REQ'D. AT SITE PROVIDE RAILING AS PER CODE.
2. RISERS TO BE CLOSED, OPEN RISERS ARE NOT PERMITTED.

BASE FLOOD ELEVATION - 24'-0"







**Parcels**  
**131M-2-11-**  
**050.000**

Parcel Number: 131M-2-11-050.000  
 Owner Name: HASSELVANDER LLC  
 Owner Address: 17 EAST RESERVOIR ROAD  
 Owner City, State ZIP: COLOMBIA, MS 39429  
 Physical Address: 3416 LUMAHAI PL  
 Improvement Type:  
 Year Built: 0  
 Base Area: 0  
 Adjusted Area: 0  
 Actual Total Value: 30000  
 Taxable Total Value: 561.33000000  
 Estimated Tax: 561.33000000  
 Homestead Exemption: No  
 Deed Book: 2018  
 Deed Page: 10656

Close Export Print Labels



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

Hasselvander, LLC, represented by Brian Hasselvander, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line.

The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20'. The variance requested is 4'6". The Case File Number is 202200466.

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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, November 8, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

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





5000 Diamondhead Circle · Diamondhead, MS 39525

Phone: 228-222-4626 Fax: 228-222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

TO: Mayor, City Council and City Manager

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

DATE: November 9, 2022

SUBJECT: 982 Ala Moana Place Side Yard Setback Variance Request

J. White Homes, LLC, represented by Jason White has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single-family residence within 9'3" of both side yard property lines. The side yard setbacks are 10'. The variance requested is 9" on each side yard setback for a total of 1'6".

At its regular meeting on November 8, 2022, the Planning Commission voted 6-0 to recommend approving the variance as requested. This will allow an 1,462 square foot brick home to be built on the lot. The public notice was published in the newspaper and mailed to property owners within 400'. There was one objection to the variance.





## AGENDA PLANNING AND ZONING COMMISSION

Tuesday, November 08, 2022

6:00 PM CST

Council Chambers, City Hall  
and via teleconference, if necessary

Commissioner Bennett  
Commissioner Brewer  
Commissioner Cook  
Commissioner Debrow  
Commissioner Flowers  
Commissioner Layel  
Commissioner Nicaud

### Call to Order

### Statement of Purpose

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

### Pledge of Allegiance

### Roll Call

### Confirmation or Adjustments to Agenda

### Approval of Minutes

2. Approval of October 25, 2022 minutes.

### New Business

3. J. White Homes, LLC, represented by Jason White has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single family residence within 9'3" of both side yard property lines. The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

*Passed  
6-0*

4. Hasselvander, LLC, represented by Brian Hasselvander, has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a deck within 15'6" from the rear property line. The property address is 3416 Lumahai Place. The tax parcel number is 131M-2-11-050.000. The property is in a R-2 zoning district. The rear yard setback is 20'. The variance requested is 4'6". The Case File Number is 202200466.

*Passed  
6-0*

5. Approval of the 2023 Planning & Zoning Commission Calendar.

### Unfinished Business

### Open Public Comments to Non-Agenda Items

### Commissioners' Comments

### Communication / Announcements

6. The next City Council meeting is Tuesday November 15, 2022.  
The next Planning Commission meeting is December 13, 2022.





# City of Diamondhead

5000 Diamondhead Circle, Diamondhead, MS 39525

Phone: (228) 222.4626

FAX: (228) 222-4390

[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

## STAFF REPORT TO PLANNING COMMISSION

DATE: November 7, 2022

CASE FILE NUMBER: 202200464

APPLICANT: J. White Homes, LLC

TAX PARCEL NUMBER: 067J-1-36-054.000

PHYSICAL STREET ADDRESS: 982 Ala Moana Place

ZONING DISTRICT: R-2 Medium Density Single-Family Home

TYPE OF APPLICATION: Variance

NATURE OF REQUEST: allow the construction of a single-family residence within 9'3" of both side yard property lines. The side yard setback is 10'.

DATE OF PUBLIC HEARING BEFORE PLANNING COMMISSION: November 8, 2022

### ACTION BY THE PLANNING COMMISSION:

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

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



property.

NOTES: In recommending that any variance be granted, the Planning Commission may prescribe appropriate conditions and safeguards in conformity with the zoning ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the zoning ordinance and punishable as determined within the zoning ordinance.

Under no circumstances shall the Planning Commission or Mayor and City Council grant a variance to allow a use not permissible under the terms of the zoning ordinance in the district involved, or any use expressly or by implication prohibited by the terms of the zoning ordinance in said district.

RECOMMENDATION TO PLANNING COMMISSION: To **approve** the variance as petitioned.

The staff recommends **approving** the variance based on the following findings of fact.

- A. That special conditions and circumstances *do* exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district. *The lot is irregular shaped with the front on a cul-de-sac and narrows towards the rear.*
- B. That literal interpretation of the provisions of this title *would* deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title. *Most homes surrounding the property are brick.*
- C. That special conditions and circumstances, if any, *do not* result from the actions of the applicant. *The applicant designed this project in March, 2021, when the setbacks were 8'.*
- D. That granting the variance requested *will not* confer on the applicant any special privilege that is denied by this title to other lands, structures, or buildings in the same zoning district.
- E. The variance, if authorized, *will* represent the minimum variance that will afford relief and *will* represent the least modification possible of the regulation in issue
- F. The Variance *does* observe the spirit of the Ordinance.
- G. The Variance *will* observe the spirit of the Comprehensive Plan.
- H. That the Variance requested *will not* result in any change in use or density of the subject property.

The applicant is a custom home builder who began this proposed build in March, 2021, when the side yard setback was 10'. The building plan is for brick exterior which encroaches on the revised setback of 8'. The brick exterior enhances the look of the neighborhood and adds value to the surrounding property.





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

# APPLICATION FOR VARIANCE REQUEST

Case Number: 202202464

Date 10/6/2022

Applicant: J White Homes, LLC Jason J White M.M

Applicant's Address: 296 Beauvoir Rd Ste 100-173

Applicant's Email Address: jwhite2030@bellsouth.net

Applicant's Contact Number: (Home) Same (Work)                      (Cell) 985-209-0835

Property Owner: J White Homes, LLC Jason J White M.M

Owner's Mailing Address: 296 Beauvoir Rd Ste 100-173

Owner's Email Address jwhite2030@bellsouth.net

Owner's Contact Number: (Home) Same (Work) Same (Cell) 985-209-0835

Tax Roll Parcel Number: 0675-1-36-054.000

Physical Street Address: 982 Ala Moana Place

Legal Description of Property: 22 BLK 1 Diamondhead Phase II Unit #7

Zoning District: R-2

State Purpose of Variance: (Front/Side/Rear/Lot Size/Parking/Building/Coverage)  
(Signage-Size-Height) Applying for 9 inches variant on the left and  
right side. Please reference sheet 1  
10' SFSB 9'3" on each side



## STATEMENT OF UNDERSTANDING

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

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

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

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

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

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

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

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

The Public Hearing will be held on November 8, 2022 at 6 p.m. in the Council Chambers of the Diamondhead City Hall.

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

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

Jan J White M.M.  
Signature of Applicant

J White Homes, LLC  
Signature of Property Owner

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

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

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



**REQUIRED ITEM A**Property Owner J White Homes, LLCStreet Address 982 Ala Moana Place

Statement Describing Variance Request

Applying for a 9 inch Variance on the left and right side set back. I designed this house when the set back where were 8 feet. With this approval I would be able to build a brick house

The reasons why it complies with the criteria for variances:

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

Response: Yes the New code changed to a 10 side set back on September 7th 2021.

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

Response: Other properties where able to build with 8 foot side set back prior to September 2, 2021.

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

Response: Yes. I started the design before purchasing the lot from the seller. The purchase was delayed by uncontrollable factor from the seller

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

Response: By providing the 9 inch variance, <sup>this</sup> would allow J White Homes to build a house with Bricks. This would be better for the Diamondhead Community aesthetics.



To Whom It Concerns

J White Homes, LLC is applying for a 9 inches variant side set back on the left and right side for 982 Ala Moana Place. The parcel # is 067J-1-36-054.000. The reason I am applying for this variance is because I started designing this house plan before the side set back changed from 8 feet to 10 feet. The side set back changed to 10 feet on September 7, 2021. I started the purchase process of 982 Ala Moana Place back on March 2021. The closing was delayed due to some uncontrollable reason from the seller. The right side of this lot faces the back yard of two homes which have 20 feet set-backs. The left side is vacant lot. This lot is not a square lot. It provides 38 feet of buildable area in the front and 32.3 in the rear. Several houses in the surrounding area have 8 feet side set- backs.

I appreciate your consideration in this matter.

Thanks

Jason J White M.M

J White Homes, LLC

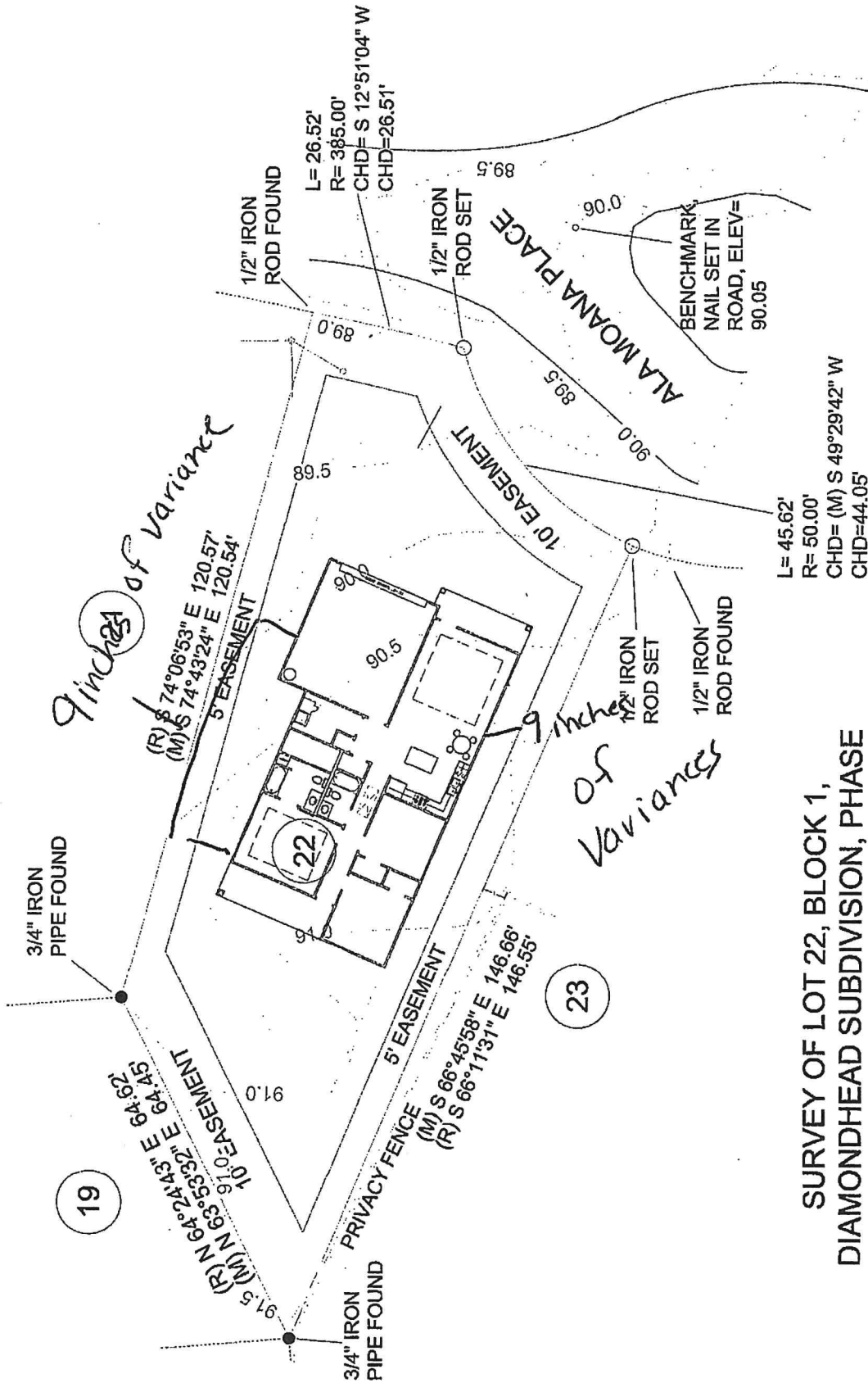


NECAISE DESIGN  
228-493-1046  
PLOT PLAN

PLANS FOR  
JASON WHITE  
LOT 22

DATE: 10-20-22  
SCALE: 1/8" = 1'-0"

Item No. 19.



SURVEY OF LOT 22, BLOCK 1,  
DIAMONDHEAD SUBDIVISION, PHASE  
2, UNIT 7, CITY OF DIAMONDHEAD,  
HANCOCK COUNTY, MISSISSIPPI

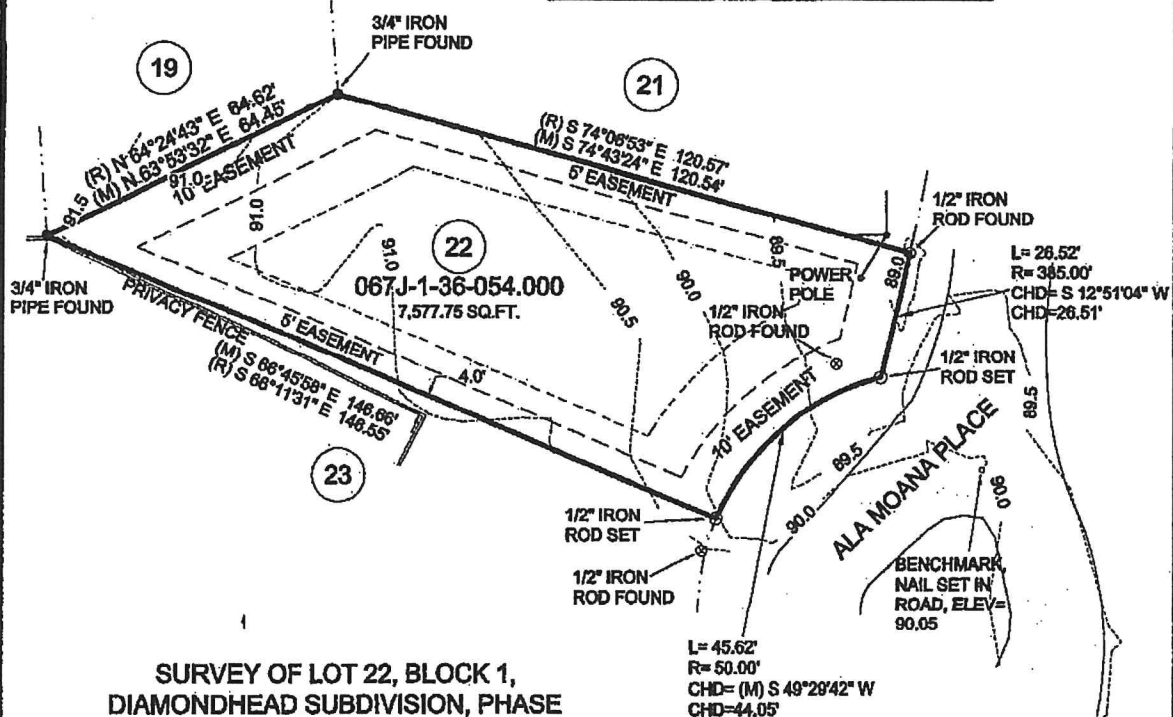
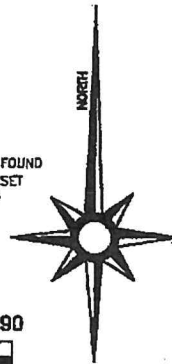


**NOTES:**

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPT-9006A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) ELEVATIONS SHOWN ARE BASED ON NAVD83, GEOID 2008.
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.
- 6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

**LEGEND:**

- ⊗ --- IRON ROD FOUND
- ⊙ --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- ⊗ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- ⊗ --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET

**REFERENCE MATERIALS:**

- 1.) RECORDED SUBDIVISION PLAT

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Clifford A. Crosby*  
CLIFFORD A. CROSBY, P.L.S.

DATE

8/12/2022



THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO  
MAP NUMBER 28045C0263D DATED OCTOBER 16, 2009

SURVEY CLASS -- "B"

SCALE: 1" = 30'

FOR:

J. WHITE HOMES

BEARINGS SHOWN HEREON ARE DERIVED BY:  
GPS OBSERVATION, STATE PLANE GRID, MS EAST

**CROSBY SURVEYING**

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE  
BILOXI, MISSISSIPPI 39532  
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATE OF FIELD WORK: 8/5/2022

PARTY CHIEF: DM

INSTRUMENT MAN: TM

RODMAN: DM

DRAWN BY: CAC

DRAWING NUMBER: 16154 LOT 22

REVISED:



2022 1754  
 Recorded in the Above  
 Deed Book & Page  
 02-02-2022 11:20:50 AM  
 Timothy A Kellar  
 Hancock County

Prepared by:  
**David B. Pilger**  
 Attorney at Law  
 1406 Bienville Blvd., Suite 101  
 Ocean Springs, MS 39564  
 (228) 215-0011

Grantor:  
**Knight Investment Company, LLC**  
**A Mississippi limited liability company**  
 987 Ana Hulu Street  
 Diamondhead, MS 39525  
 Telephone: (228) 493-9184

Return To:  
**David B. Pilger**  
 Attorney at Law  
 1406 Bienville Blvd., Suite 101  
 Ocean Springs, MS 39564  
 (228) 215-0011

Grantee:  
**J White Homes, LLC**  
**A Mississippi limited liability company**  
 296 Beauvoir Road, Suite 100-173  
 Biloxi, MS 39531  
 Telephone: (985) 209-0835

**File No. B223121S**

**INDEXING INSTRUCTIONS: Lot 27, Blk 1, Diamondhead, Unit 7, Phase 2, Hancock County, MS**

STATE OF MISSISSIPPI  
 COUNTY OF HANCOCK

**WARRANTY DEED**

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Knight Investment Company, LLC, a Mississippi limited liability company**, do hereby sell, convey and warrant unto **J White Homes, LLC, a Mississippi limited liability company**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Hancock County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

**Lot 27, Block 1, Diamondhead, Unit 7, Phase 2, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi, in Plat Book 4, at Page 48.**

This being the same property as that conveyed to Knight Investment Company, LLC, A Mississippi limited liability company, by instrument recorded in Deed Book BB 249, Page 407, Land Deed Records of Hancock County, Mississippi.

The Corporate Resolution of Knight Investment Company, LLC, a Mississippi limited liability company is attached hereto as Exhibit "A".



2022 1755  
Deed Book & Page

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee. No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Hancock County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 25<sup>th</sup> day of January 2022.

Knight Investment Company, LLC  
A Mississippi limited liability company

BY: Fred E. Bilbo, Member

#### CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Fred E. Bilbo**, the duly appointed member of **Knight Investment Company, LLC, a Mississippi limited liability company**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 25<sup>th</sup> day of January 2022.

(AFFIX SEAL)

My commission expires: \_\_\_\_\_



Derinda M. Chester  
NOTARY PUBLIC



2022 1756  
Deed Book & Page**CORPORATE RESOLUTION**

In a duly called meeting of all of the Members/Managers/Shareholders of the below named Company, it was unanimously approved by all of the Members/Managers/Board of Directors that **Fred E. Bilbo**, Member, has complete authority to execute any and all documents pertaining to the sale on behalf of the below name company for the property located at 9812 Ala Moana Place, Diamondhead, MS 39525 being described as:

**Lot 27, Block 1, Diamondhead, Unit 7, Phase 2, Hancock County, Mississippi, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi, in Plat Book 4, at Page 48.**

So, approved and acknowledged this, the 25<sup>th</sup> day of January, 2022.

**Knight Investment Company, LLC  
A Mississippi Limited Liability Company**

  
BY: **Fred E. Bilbo, Member**

**CORPORATE ACKNOWLEDGMENT**

STATE OF MS  
COUNTY OF Hancock

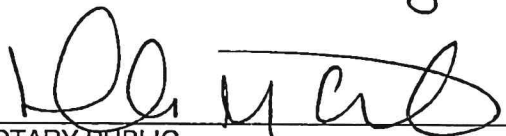
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Fred E. Bilbo, Member of Knight Investment Company, LLC, a Mississippi Limited Liability Company**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 25<sup>th</sup> day of January, 2022.

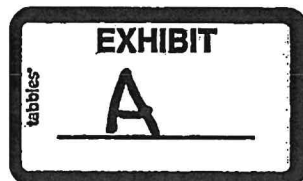
(AFFIX SEAL)



My commission expires: \_\_\_\_\_

  
NOTARY PUBLIC

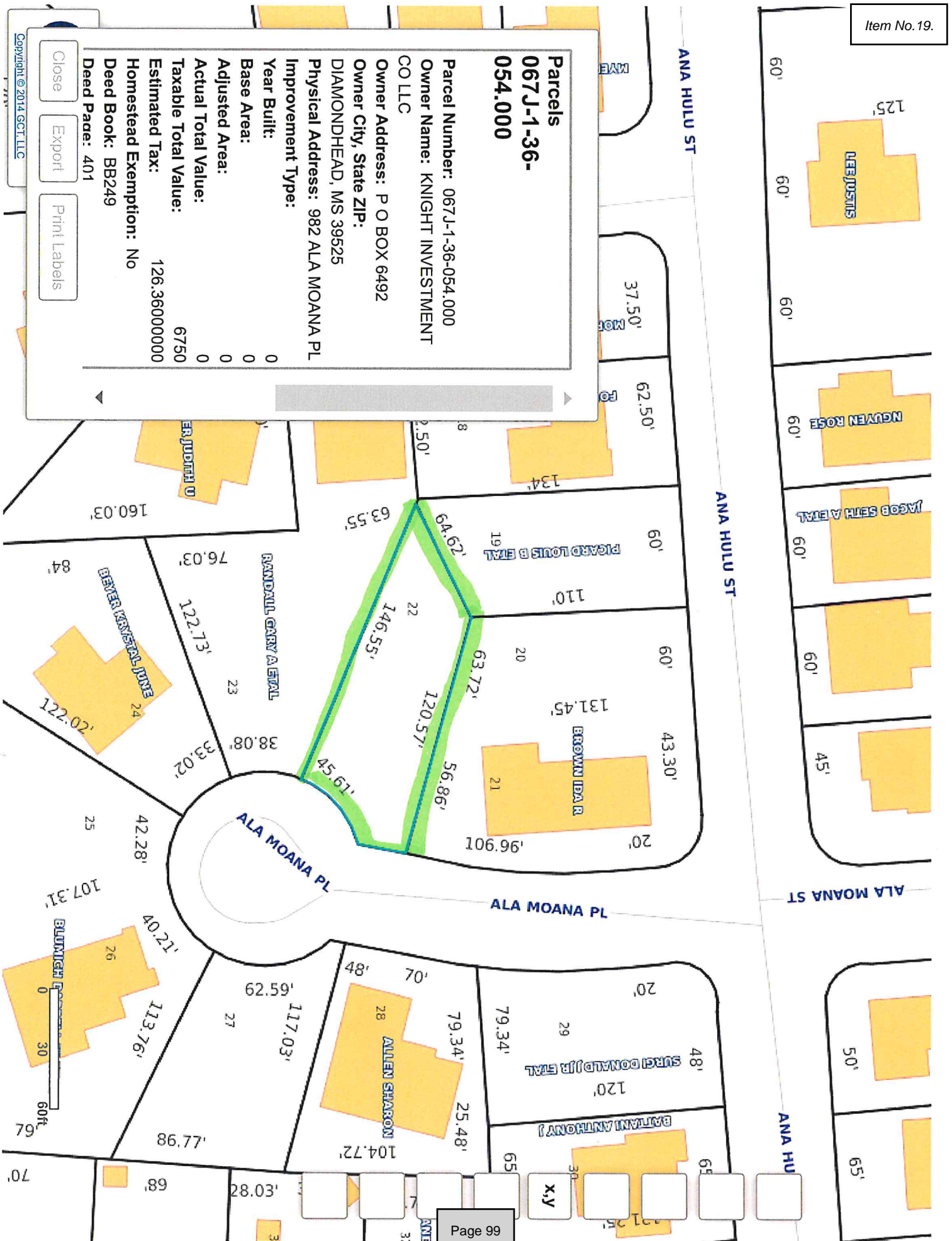
Hancock County  
I certify this instrument was filed on  
02-02-2022 11:20:50 AM  
and recorded in Deed Book  
2022 at pages 1754 - 1756  
Timothy A. Kellar



*Elvira Jordan*









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

J. White Homes, LLC, represented by Jason White has filed an application requesting a variance from the Zoning Ordinance (Article 4.19) to allow the construction of a single family residence within 9'3" of both side yard property lines.

The property address is 982 Ala Moana Place. The tax parcel number is 067J-1-36-054.000. The property is in a R-2 zoning district. The side yard setbacks are 10'. The variance requested is 9" on each side yard for a total of 1'6". The Case File Number is 202200464.

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

The Planning and Zoning Commission will consider this application at its next regularly scheduled meeting on **Tuesday, November 8, 2022, at 6:00 p.m.** The public hearing will be held at Diamondhead City Hall in the Council Chambers at 5000 Diamondhead Circle in Diamondhead, MS 39525. Interested members of the public are invited to attend. This meeting will also be live streamed for your convenience.

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





City of Diamondhead, MS

# Docket of Claims Register -

Item No.20.

APPKT01850 - 11.15.22 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount Line Amount
DKT230211	ABC Rental	11/15/2022	200533-2	FESTIVAL RENTALS	001-000-066.00	Prepaid Other	3,094.97
							3,094.97
DKT230212	BARBECUE COMPETITORS ALLIANCE	11/15/2022	BBQ2022	TEAM FEE	001-653-650.00	Promotions	75.00
							75.00
DKT230213	Big Noise Productions LLC	11/15/2022	2022029	FESTIVAL SOUND/VIDEO	001-653-650.00	Promotions	3,950.00
					001-653-650.00	Promotions	1,100.00
					001-653-650.00	Promotions	1,250.00
					001-653-650.00	Promotions	600.00
					001-653-650.00	Promotions	400.00
					001-653-650.00	Promotions	200.00
					001-653-650.00	Promotions	200.00
					001-653-650.00	Promotions	200.00
DKT230214	CAFE BRUNET, LLC	11/15/2022	BBQ2022	SPONSORSHIP PARTY FOOD	001-653-650.00	Promotions	65.00
					001-653-650.00	Promotions	20.00
							45.00
DKT230215	Coast Electric Power Association	11/15/2022	10/25/22-021	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	350.16
			10/25/22-022		001-301-630.00	Utilities - Streetlights & Other	40.50
			10/25/22-023		001-301-630.00	Utilities - Streetlights & Other	130.31
			10/25/22-024		001-301-630.00	Utilities - Streetlights & Other	45.85
			10/25/22-025		001-301-630.00	Utilities - Streetlights & Other	45.85
			10/25/22-027		001-301-630.00	Utilities - Streetlights & Other	41.80
							45.85
DKT230216	Coastal Hardware and Rental Co LLC	11/15/2022	D20323252	BBQ EVENT OUTLETS	001-301-501.00	Supplies	436.48
			d20323260	MARKING PAINT	001-301-565.00	Street Paint/Striping	89.58
					001-301-565.00	Street Paint/Striping	47.00
					001-301-565.00	Street Paint/Striping	149.95
					001-301-565.00	Street Paint/Striping	149.95
DKT230217	CSpire Cell Service	11/15/2022	10/18/22	CELLULAR SERVICE FOR SEPTEMBER	001-140-632.00	Telephone - Cell	1,029.24
					001-200-612.00	Internet	47.55
					001-280-632.00	Telephone - Cell	343.30
					001-301-632.00	Telephone - Cell	87.10
							551.29



## Docket of Claims Register - Council

APPKT01850 - Item No.20. IT

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Payment Amount
							Amount	
DKT230218	DAVID WILLIAMS	11/15/2022	11/3/22	EVENT LAWN ELECTRICITY	001-301-635.00	Professional Fees - R&M Outside Services	1,486.00	1,486.00
DKT230219	DIAMONDHEAD COUNTRY CLUB & POA	11/15/2022	NOVEMBER 2022	RENTAL OF MAINTENANCE YARD -- NOVEMBER	001-301-640.00	Rentals	1,000.00	2,000.00
			OCTOBER 2022	RENTAL OF MAINTENANCE YARD -- OCTOBER	001-301-640.00	Rentals	1,000.00	
DKT230220	Diamondhead True Value	11/15/2022	11/2022	MONTHLY OPEN PURCHASE ORDER	001-301-571.00	Repairs & Maintenance - Equipment	121.23	337.94
					001-301-571.00	Repairs & Maintenance - Equipment	25.98	
					001-301-571.00	Repairs & Maintenance - Equipment	190.73	
DKT230221	Digital Engineering and Imaging Inc	11/15/2022	25	WORK ASSIGNMENT #018 -- BEAUX VUE PHASE 2	001-301-602.00	Professional Fees - Engineering	2,392.50	11,505.00
			26	ROADWAY IMPROVEMENTS PHASE 4	104-301-602.00	Professional Fees - Engineering	9,112.50	
DKT230222	Enmon Enterprises	11/15/2022	MGC11220056	MONTHLY CONTRACT FOR NOVEMBER	001-140-633.00	Professional Fees -- Cleaning/Janitorial	2,799.00	2,799.00
DKT230223	Eric Nolan	11/15/2022	202200	4300 GEX ROAD TREE REMOVAL	001-280-681.00	Other Services & Charges	100.00	100.00
DKT230224	Fuelman	11/15/2022	np63150329	FOR THE WEEK ENDING 10.30.22	001-200-525.00	Fuel	792.30	1,817.99
			NP63229987	FOR THE WEEK ENDING 11/6/22	001-200-525.00	Fuel	951.90	
					001-280-525.00	Fuel	73.79	
DKT230225	Galls LLC	11/15/2022	022491037	POLICE BOOTS	001-200-501.00	Supplies	578.00	578.00
DKT230226	GERALYN MARIE HOLLERMAN	11/15/2022	11/5/22	COMPETITION SUPPLIES	001-653-650.00	Promotions	22.50	242.50
					001-653-650.00	Promotions	220.00	



## Docket of Claims Register - Council

APPKT01850 - 1 Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount
DKT230227	GULF COPY SYSTEMS LLC	11/15/2022	4153	COPY COUNT FOR THE MONTH	001-110-506.00	Copier Usage/Maintenance		459.63
					001-110-506.00	Copier Usage/Maintenance	77.44	
					001-140-506.00	Copier Usage/Maintenance	34.29	
					001-140-506.00	Copier Usage/Maintenance	202.25	
					001-200-506.00	Copier Usage/Maintenance	28.67	
					001-200-506.00	Copier Usage/Maintenance	11.66	
					001-200-506.00	Copier Usage/Maintenance	94.32	
					001-301-506.00	Copier Usage/Maintenance	3.00	
					001-301-506.00	Copier Usage/Maintenance	8.00	
DKT230228	Hancock County Chamber of Commerce	11/15/2022	DH 10 2022	DIGITAL MARKETING & PUBLIC RELATIONS -- OCT 2022	001-140-623.00	Membership Dues/Fees		1,000.00
							1,000.00	
DKT230229	Hancock County Sheriffs Office	11/15/2022	2022-DH-010H	INMATE HOUSING FOR OCTOBER 2022	001-200-689.00	Prisoner's Expense		100.00
							100.00	
DKT230230	Hancock County Solid Waste	11/15/2022	1138	OCTOBER RESIDENTIAL SOLID WASTE COLLECTION	401-322-680.00	Other Services & Charges		60,378.01
							60,378.01	
DKT230231	Huey P Stockstill LLC	11/15/2022	1	ROADWAY IMPROVEMENTS PHASE 4	001-301-912.01	Capital Outlay - Paving		326,943.84
							326,943.84	
DKT230232	King Waste Services LLC	11/15/2022	10226	FESTIVAL PORTOLETS	001-000-066.00	Prepaid Other		1,095.00
							1,095.00	
DKT230233	Law offices of Derek R Cusick PLLC	11/15/2022	701	GENERAL MATTERS OCTOBER	001-140-603.00	Professional Fees - Legal		3,187.50
							3,187.50	
DKT230234	Lowe's Home Improvement	11/15/2022	902466-jyaoph	GARDEN SUPPLIES	001-301-585.00	Guard Rails		106.06
					001-301-585.00	Guard Rails	85.20	
							20.86	
DKT230235	Machado Patano PLLC	11/15/2022	14348	WORK ASSIGNMENT #03 -- HILO STREET DRAINAGE	190-000-602.00	Professional Fees - Engineering		937.50
							937.50	
DKT230236	Marvin J Bobinger III	11/15/2022	OCTOBER 2022	LOBBYING SERVICES FOR OCTOBER	001-653-601.00	Professional Fees - Consulting		4,000.00
							4,000.00	
DKT230237	MS Department of Public Safety	11/15/2022	OCTOBER22	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable		85.03
							85.03	



## Docket of Claims Register - Council

APPKT01850 - 1

Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230238	MS Power Company	11/15/2022	10/31/2022	SURVEILLANCE CONTRACT FOR OCTOBER	001-200-681.00	Other Services & Charges	1,265.00
DKT230239	Napa of Bay St Louis	11/15/2022	10/30/22	MONTHLY OPEN PURCHASE ORDER	001-200-570.00	Repairs & Maintenance - Vehicle	23.36
					001-301-571.00	Repairs & Maintenance - Equipment	93.21
					001-301-571.00	Repairs & Maintenance - Equipment	79.34
DKT230240	NATALIE GUESS	11/15/2022	64	MONTHLY CONSULTING	001-140-601.00	Professional Fees - Consulting	1,275.00
DKT230241	Orion Planning and Design	11/15/2022	3694	GENERAL SERVICES CONSULTING AGREEMENT	001-653-601.00	Professional Fees - Consulting	165.00
DKT230242	Rebel Sound Systems Inc	11/15/2022	14574	FIRE ALARM	001-140-635.00	Professional Fees - Repair & Maint Outside Serv	337.00
DKT230243	Sea Coast Echo	11/15/2022	10/26/22	BOND VALIDATION	001-140-620.00	Advertising	110.00
DKT230244	Southern Printing	11/15/2022	224104	SHIRTS & KOOZIES	001-140-650.00	Promotions	234.88
			224689		001-140-650.00	Promotions	85.25
					001-140-650.00	Promotions	60.00
					001-653-650.00	Promotions	75.00
					001-140-650.00	Promotions	128.00
DKT230245	SOUTHERN TROPHIES AND MORE	11/15/2022	1737	BBQ TROPHIES	001-653-650.00	Promotions	73.50
					001-653-650.00	Promotions	37.00
					001-653-650.00	Promotions	40.00
					001-653-650.00	Promotions	54.00
					001-653-650.00	Promotions	63.00
DKT230246	State Treasurer	11/15/2022	OCTOBER2022	COURT ASSESSMENT/FINE FOR OCTOBER	650-110-131.00	State Assessments Payable	1,643.97
					650-110-131.01	Court Bond Fees Payable	30.00
DKT230247	Timothy A Kellar Chancery Clerk	11/15/2022	8678	RECORDING FEES	001-140-681.00	Other Services & Charges	312.00



## Docket of Claims Register - Council

APPKT01850 - 1 Item No.20.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT230248	TransUnion Risk and Alternative Data Solutions Inc						175.00
	11/15/2022	5859551-2022-10-1	TLOxp FOR OCTOBER	001-110-681.00	Other Services & Charges		75.00
		6177932-202210-1		001-200-681.00	Other Services & Charges		100.00
DKT230249	UMB Card Services						457.71
	11/15/2022	002026	BBQ FOOD AND SUPPLIES	001-653-650.00	Promotions		179.96
		002789		001-653-650.00	Promotions		112.86
		7201488627-01	CHRISTMAS PARTY - GRINCH	001-140-650.00	Promotions		149.90
		INV173723988	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees		14.99
DKT230250	UniFirst Corporation						438.41
	11/15/2022	1530035391	UNIFORM RENTAL FOR THE WEEK ENDING 10.31.22	001-301-535.00	Uniforms		201.32
		1530036903	UNIFORM RENTAL FOR THE WEEK ENDING 11/07/22	001-301-535.00	Uniforms		237.09
						<b>Total Claims: 40</b>	<b>Total Payment Amount: 435,415.48</b>



Inspections By Type  
October 2022

		PRIORITY									TOTAL
		1	2	3	4	5	6	7	8	9	
STATUS	ACTIVE										
	CLOSED	164									164
	VOIDED										
	SUSPENDED										
TOTALS		164									164

SEQUENCES		COUNT
INCIDENT CODE		
BRICK TIE		6
BUILDING FINAL		8
CONCRETE SLAB FOUND		6
CULVERT FINAL		2
DWV TEST		6
ELECTRICAL FINAL		9
ELECTRICAL ROUGH		11
FLATWORK FINAL		2
FOOTINGS/COLUMNS		3
FORMS		2
FRAMING		18
HIGH WIND CONNECTORS		9
MECHANICAL FINAL		3
MECHANICAL ROUGH		11
MISCELLANEOUS		3
PARK/DRIVEWAY FINAL		4
PLAN REVIEW		3
PLUMBING BLD DRAIN		6
PLUMBING BLD SEWER		3
PLUMBING FINAL		4
PLUMBING ROUGH		7
PLUMBING WATER SVC		2
SHEATHING-ROOF		2
SHEATHING-WALL		1
SITE		7
SITE FINAL		4
SLAB COMPACT TEST		4
TEMP ELECTRIC POWER		4
TEMP POWER POLE		3
TERMITE CERTIFICATE		5
WATER PRESSURE TEST		6
TOTAL INCIDENTS		164



11/08/2022 2:27 PM

L I C E N S E   M A S T E R   R E P O R T

LICENSES: ALL

SORTED BY: LICENSE NUMBER

EFFECTIVE DATES: 0/00/000

PAGE:

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

EXPIRATION DATES: 0/00/000

Item No.a.

CLASSES: All

STATUS: ACTIVE

COMMENT:

PAY STATUS:

CITY LIMITS: INSIDE, OUTSIDE

ID	CODE	NAME/ PROPERTY ADDRESS	STATUS	CLASS/ REPORT	ORIG/ RENEW	TERM/ PRINTED
01623	PRIV-SERV	LUXURY AUTO RENTALS &TRANS	ACTIVE	PRIV	10/05/2022	
10/05/22-10/05/23		9838 KAIMUKI COURT		DELIVERY		10/05/2022

REPORT TOTALS:

1 LICENSES

Privilege License  
Oct. 2022



11/08/2022 2:21 PM

PROJECT MASTER REPORT

PAGE:

PROJECTS: THRU ZZZZZZZZZZ

PROJECT TYPE: All

CONTRACTORS: All

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

STATUS INCLUDED: All

CONTRACTOR CLASS: All

REPORT SEQUENCE:

- All Contra

Item No.a

se

EXPIRE DATES: 0/00/0000 THRU 99/99/

ISSUED DATES: 10/01/2022 THRU 10/31/

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

PROJECT TYPE	# OF PROJECTS	BALANCE
B01-SFR - SINGLE FAMILY RESIDENTI	2	385.00
B02-ADD - RESIDENTIAL ADDITION	5	217.00
B04-ACC - RESIDENTIAL ACCESSORY	2	0.00
B05-REP - RESIDENTIAL REPAIR	7	101.00
ELEC-RES - RESIDENTIAL ELECTRICAL	4	150.00
FENCE-RES - RESIDENTIAL FENCE	6	182.00
FLAT-COM - COMMERCIAL FLATWORK	1	0.00
FLAT-RES - RESIDENTIAL FLATWORK	2	0.00
MECH-RES - RESIDENTIAL MECHANICAL	2	0.00
PZ-06 - VARIANCE	2	0.00
SIGN - SIGN	1	200.00
*** TOTALS ***	34	1,235.00

Projects by types  
Oct 2022



## Diamondhead Monthly Statistics

October 2022

(Sections in *italics* not counted toward call total)

False Alarms- Residential/ Business/ 911	25		
Civil Disputes / Escorts / Process	27		
Complaint / See An Officer	8	Stolen Vehicle	0
Death	2	Burglary – Residence	0
Disturbance	7	Burglary – Vehicle	0
Follow ups/ citizen call requests	886	Attempted Burglary	0
Juvenile Problem	6	Counterfeit Money	0
Lost/Found Item	2	Damage – Property	5
Miscellaneous	8	Embezzlement	0
		Forgery / Bad Check/Fraud	2
<b>TOTAL MISCELLANEOUS</b>	<b>971</b>	Malicious Mischief	1
		Recovered Stolen Vehicle	0
Drug Law Violation	0	Recovered Stolen Property	0
Prostitution	0	Shoplifting	0
		Theft (Grand)	2
<b>TOTAL CRIMES AGAINST PUBLIC SAFETY</b>	<b>0</b>	Theft (Petit)	4
		Trespassing	2
Animal Problem / Complaints	12	Unauthorized Use / Vehicle	1
Public Drunk	0		
Fire Structure / Vehicle	0	<b>TOTAL PROPERTY CRIME</b>	<b>17</b>
Fireworks	0		
Funeral Escort	0	Accident – Private Property	6
Littering/Dumping/Haz-Mat Spill	2	Accident – Public Roadway	11
Medical Emergency	12	Accident - Hit & Run	2
Missing/Runaway	3		
Parking Violation	11	<b>TOTAL ACCIDENTS/COLLISIONS</b>	<b>19</b>
Shots Fired	0		
Suicide / Threat / Attempt	2		
Suicide	0	Assist motorist	7
Suspicious / Person / Vehicle	25	Traffic Stop	127
Welfare Concern	31	<i>Traffic Citation (Adults)</i>	<i>13</i>
		<i>Traffic citation (minors)</i>	<i>0</i>
<b>TOTAL PUBLIC HEALTH &amp; SAFETY</b>	<b>98</b>	Traffic Fatality	0
Animal Bite	0	<b>TOTAL TRAFFIC</b>	<b>134</b>
Assault By Threat	0		
Assault	1		
Child Abuse / Neglect	0	<i>Warrant Arrests</i>	<i>6</i>
Domestic violence	3	<i>Drunk Driver (DUI) Arrests</i>	<i>0</i>
Harassment	2	<i>Traffic Arrests</i>	<i>0</i>
Harassing Phone Call	0	<i>Domestic Assault Arrests</i>	<i>2</i>
Robbery – Armed	0	<i>Other Arrests</i>	<i>6</i>
Sexual Abuse / Molestation	0	<b>TOTAL ARRESTS</b>	<b>14</b>
Stalking	0		
<b>TOTAL CRIMES AGAINST PERSON</b>	<b>6</b>	<b>TOTAL CALLS</b>	<b>1,245</b>





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

November 2, 2022

To: **DIAMONDHEAD CITY MANAGER**

Stats for the month of October 2022

Total number of Tickets written: 19  
Violation of City Animal Ordinance written: 5  
Leash Law Violations: 3

Total fines and fees collected: \$3,627.00  
State portion of the fees collected: \$1,673.97  
Wireless Communication portion collected: 85.03  
Remaining balance the City of Diamondhead receives: \$1,868.00

Total defendants arrested on Failure to Appear Warrants: 6  
Total inmates held and billed for jail housing 3 inmates @ (5 days)  
Housing cost rate of \$20 per day = Jail bill costs-\$100.00