



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

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
Wednesday, March 02, 2022
6:00 PM CST
Council Chambers, City Hall
and via teleconference, if necessary

Call to Order.

Invocation
Pledge of Allegiance
Roll Call
Confirm or Adjust Agenda Order

Presentation Agenda.

Council Comments.

- a. The next Regular Meeting of the City Council will be held March 15, 2022 at 6:00 p.m. in Council Chamber at Diamondhead City Hall.
- b. The 2nd Annual Dog Park Day will held Saturday, April 9th from 11 a.m. to 4 p.m. on the south side.
- c. Celebration commemorating the City of Diamondhead 10th Anniversary of Incorporation will be held at City Hall on Tuesday, April 26th at 5:30 p.m.
- d. Presentation honoring the late Mark Duffy, Blessing of the Classics Coordinator
- e. Frank Bordeaux of BXS Insurance - 2022 Insurance Renewals
- f. Public Employees Retirement System of Mississippi presentation.

City Manager's Report.

Public Comments on Agenda Items.

Policy Agenda.

Minutes:

1. Motion to approve the February 15, 2022 Regular Meeting Minutes.

Tabled Matters:

2. **2022-046:** Motion to approve and establish policy for Constant Contact Eblast Messaging.
3. **2022-059:** Motion to adopt Resolution 2022-013 thereby acquiring, by donation, grant or conveyance, certain real property located within the City from Structures of Diamondhead, Inc. in exchange for the City conveying to Structures of Diamondhead, Inc. surplus property of equal or lesser value not part of right of way for the Town Center Project.

- 4.** **2022-060:** Motion to adopt Resolution 2022-014 requesting the donation of land from Diamondhead Water & Sewer District consisting of a 1,915 square foot part of Lot 7, Block 2, Subdivision Phase 3, Unit 1 for right of way construction as part of the Town Center Project.

Resolutions:

- 5.** **2022-069:** Motion to adopt Resolution 2022-017 thereby requesting the Hancock County Port & Harbor Commission assist the City with economic development projects, including but not limited to, purchase of real property for future private development.
- 6.** **2022-086:** Motion to declare the necessity for Sam's Club Membership, determining that anticipated savings gained from use of the card would exceed the cost of the card fee and for other related matters.

Consent Agenda:

- 7.** **2021-054:** Motion to authorize the City Manager to make offer to purchase from the Estate of Myrtle Haas real property consisting of 490 sq. ft. (a portion of parcel 132H-1-03-004.000) at the purchase price of \$1,151.50 based on the highest appraisal for the Right of Way for the town center project (Park Ten Drive) and further authorize the City Manager to execute any and all documents necessary to effectuate the purchase.
- 8.** **2021-387:** Motion to approve the Interlocal Agreement with Hancock County Board of Supervisors and Diamondhead Fire Department for the transfer of Insurance Rebate Funds in the amount of \$58,873.79.
- 9.** **2022-067:** Motion to approve a Master Service Agreement Work Assignment with Digital Engineering in the amount of \$89,400 for Roadway Improvements Phase 4 design, bid and CEI services.
- 10.** **2022-075:** Motion to approve payment to Pickering Firm in the amount of \$3,560 for professional services relating to the Hilo Street Culvert Replacement project.
- 11.** **2022-076:** Motion to accept Substantial Completion of the Hilo Street Culvert Replacement Project as of January 28, 2022.
- 12.** **2022-078:** Motion to approve a Master Service Agreement Work Assignment with Pickering Firm, Inc. for design, bidding and CEI for Kolo Court Drainage in the amount of \$28,900.
- 13.** **2022-079:** Motion to request Mississippi Development Authority grant an extension for the East Aloha Improvements Project Phase 1 (SMLPC Grant) to June 30, 2022 and authorize the City Manager to execute on behalf of the City the official request for same.
- 14.** **2022-080:** Motion to accept from the James Hightower Memorial Fund the donation of a magnolia tree and memorial bench with a total estimated value of \$750 to be planted and installed at Maluhia Garden.
- 15.** **2022-081:** Motion to approve Change Order No. 2 to the contract with Moran Hauling, Inc. in the net amount of \$27,688.50 and extending the contract period 15 days to April 7, 2022 for the City Hall Parking Project.
- 16.** **2022-082:** Motion to approve Payment Application No. 2 in the amount of \$41,021.24 to Moran Hauling, Inc. for the City Hall Parking Lot Project.
- 17.** **2022-083:** Motion to approve Master Service Agreement Work Assignment with Machada Patano in the amount of \$27,500 for design, bidding and CEI phases of the Dog Park Project.

- 18.** **2021-087:** Motion to approve the purchase of two (2) Kabota 60" zero-turn mowers in the amount of \$14,811.22 each for a total of \$29,622.44 from Lee Tractor Co. of Mississippi through State Sourcwell Pricing #8200055841.
- 19.** **2022-088:** Motion to approve payments to Covington Civil & Environmental in the amount of \$11,942.50 for Turnberry Detention Pond Design, \$4,906.00 for Stormwater Master Plan- Watershed A Phase 1, \$17,985.00 for Commercial District Transformation Project.
- 20.** **2022-089:** Motion to approve payments to Chiniche Engineering & Surveying for professional services in the amount of \$1,853.00 for Noma Drive Improvements and \$2,001.45 for Bayou Drive Kayak Launch Improvements.
- 21.** **2022-090:** Motion to approve amendment to Master Service Agreement Work Assignment with Chinche Engineering & Surveying in the amount of \$9,000 for construction administration for East Aloha Improvements Phase 1
- 22.** **2022-091:** Motion to approve Change Order 2 in the amount of \$1,269.33 to contract with Bottom 2 Top Construction for the Hilo Street Culvert Replacement.
- 23.** **2022-092:** Motion to rescind council action taken on February 15, 2022 whereby Budget Amendment 2022-022 was approved and further to approve budget amendments 2022-022 as revised and 2022-023.
- 24.** **2022-092:** Motion to authorize the City Manager to make request to the Department of Marine Resources to modify project scope for the active GOMESA grant to remove shoreline restoration and include the existing stormwater retention pond on Diamondhead Drive North (Lily Pond).
- 25.** **2022-095:** Motion to approve the proposed streets for the Phase 4 Paving Project.
- 26.** **2021-096:** Motion to authorize a request the US Army Corps of Engineers for assistance with Section 205 - Small Risk Management Projects.

Action Agenda.

- 27.** **2022-091:** Motion to open the floor for nominations for Mayor Pro Tempore for City Council.

Routine Agenda.

Claims Payable

- 28.** Motion to approve the Docket of Claims (DKT159326 - DKT159367) in the amount of \$172,184.94

Department Reports

Public Comments on Non-Agenda Items.

Executive Session - If Necessary

Adjourn/Recess.

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



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

MINUTES
REGULAR MEETING OF THE CITY COUNCIL
Tuesday, February 15, 2022
6:00 PM CST
Council Chambers, City Hall

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 3 Ricky Sheppard
- Ward 4 Charles Clark

ABSENT

- Ward 2 Alan Moran

Confirm or Adjust Agenda Order

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to amend the agenda and approve as follows

TABLE:

2022-059: Motion to adopt Resolution 2022-013 thereby acquiring, by donation, grant or conveyance, certain real property located within the City from Structures of Diamondhead, Inc. in exchange for the City conveying to Structures of Diamondhead, Inc. surplus property of equal or lesser value not part of right of way for the Town Center Project.

2022-060: Motion to adopt Resolution 2022-014 requesting the donation of land from Diamondhead Water & Sewer District consisting of a 1,915 square foot part of Lot 7, Block 2, Subdivision Phase 3, Unit 1 for right of way construction as part of the Town Center Project.

2022-046: Motion to approve and establish policy for Constant Contact Eblast Messaging

ADD:

2022-075: Motion to adopt Resolution 2022-020 thereby setting the annual compensation and hourly rate of compensation for the Public Works Clerk/Receptionist position.

20 a. **2022-072:** Motion to participate in the MEMA Region 9 Hazard Mitigation Plan Update and further designate the City Manager to represent the City in the update process.

20. b **2022-073**:. Motion authorize the installation of the Little Free Library on the near the Town Green at City Hall and further authorize the necessary supplies and labor to assistance with the installation.

20. c. **2022-074**: Motion to approve agreement with AGJ Systems, Inc. to implement multi-factor authentication for the IT network and administrative software at a one-time set up cost of \$661.25 and a monthly recurring fee of \$3.50 per user for a total monthly recurring of \$87.50.

21 a. **2022-062**: Motion to make 2 Council appointments to serve on the FY21 Audit Committee to serve with the City Manager and City Clerk.

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

MOTION CARRIED UNANIMOUSLY

Presentation Agenda.

Council Comments.

1. The next Regular Meeting of the City Council will be held Wednesday, March 2, 2022 at 6:00 p.m. in Council Chamber at Diamondhead City Hall.
2. City Hall will be closed Monday, February 21, 2022 in observance of President's Day.
3. City Hall will be closed on Tuesday, March 1, 2022 in observance of Mardi Gras.
4. The 2nd Annual Dog Park Day will held Saturday, April 9th from 11 a.m. to 4 p.m. on the south side.
5. Krewe of Diamondhead will parade on its usual route on Saturday, February 26th at noon.
6. Hilo Way Drainage Project - Gerrod Kilpatrick of Machado Patano
7. Medical Marijuana Bill - Update from City Attorney Cusick

City Manager's Report.

1. Right of Way for Town Center Roads – I am seeking authorization to begin negotiations with several property owners to acquire right of way for the future Town Center Roads in phase 1. We will begin getting appraisals and negotiate the selling price. Once that is determined, I will return to the council to get authorization to purchase. We will also be working on phase 2 land acquisition as well. We are hoping to be able to bid this project in the near future.
2. E. Aloha Drive Project – We have scheduled a ground breaking for the E. Aloha Drive project for Friday, March 4th at 2pm on E. Aloha. The contractor will begin work on the next Monday, March 7, and the project is expected to last 75 days. There will be road closures and detours during construction, but we will keep access open to all of the businesses. Residents are asked to be patient and to drive safely during this construction period.
3. GRPC Grant Applications – I am asking for authorization to submit two grant applications to GRPC for the roadway improvements, sidewalks, streetlights and landscaping on W. Aloha and Kalani. This grant requires the 20% local matching funds. This will be using the Gateway Master Plan design by Orion Planning and Design.
4. Main Street Association – I am asking the council to allow the administration to set up a 501c3 organization for the new Diamondhead Main Street Association. This will be a separate organization from the City and will have its own board of directors once established.

5. Dirt – I am asking the council to declare an estimated 3,000 cubic yards of top soil as surplus. This is from ditch digging in the city and we have it piled up at the public works barn. We need to have it removed. It will cost the city more money to haul it off than to simply surplus it, and allow residents to come get it for their use. We will set up several locations around the city to put the dirt piles for residents to access on their own for personal use.
6. Rostan Task Order – There is a new task order for Rostan Solutions for grant administration relating to the mitigation consulting for the hazard mitigation grant for the outdoor emergency siren system and generator for public works. It is looking very good that the city will be awarded this grant and this task order takes it to completion of the project and all documentation requirements for FEMA.
7. Public Works Clerk Job Description – I am asking the council to approve a new job description for the public works clerk, which will combine the receptionist position with the public works clerk position.
8. Short-Term Rental Policy – Orion Planning has completed the survey to get residents input on the development of a short-term rental policy for the city. As of today, we had 465 responses to the survey. Bob from Orion will provide a review of the survey results to the planning and zoning commission on Tuesday, February 22.
9. Dog Park Project –The Hancock Community Foundation was awarded a \$10K grant from the Coast Electric Round Up Grant for the Diamondhead Dog Park.
10. 10th Anniversary Celebration Planning – Mayor Depreo will provide update.

Public Comments on Agenda Item – None.

Policy Agenda.

Minutes:

1. Motion to approve the February 1, 2022 Regular Meeting Minutes.

Motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to approve the February 1, 2022 Minutes.

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

MOTION CARRIED UNANIMOUSLY

Resolutions:

2. **2022-052:** Motion to adopt Resolution 2022-012 thereby increasing the maximum size chassis of a marina office trailer from 12' in length to 30' in length and from 10' in width to 12' in width under Condition #6 of Resolution 2021-070. This would allow a marina office trailer of 360 square feet.

Motion made by Ward 3 Sheppard, Seconded by Ward 1 Finley to adopt Resolution 2022-012 thereby increasing the maximum size chassis of a marina office trailer from 12' in length to 30' in length and from 10' in width to 12' in width under Condition #6 of Resolution 2021-070.

MOTION CARRIED UNANIMOUSLY

5. **2022-061:** Motion to adopt Resolution 2022-015 thereby designating funds received from the US Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as lost revenues under the Treasury's Standard Allowance Presumption; and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Ward 3 Sheppard to adopt Resolution 2022-015 thereby designating funds received from the US Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as lost revenues under the Treasury's Standard Allowance Presumption; and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

6. **2022-068:** Motion to adopt Resolution 2022-016 thereby establishing a revised salary for Public Works Employee prorated at \$30,160 for FY22 effective February 14, 2022 and further resolve to incorporate same in to the official minutes.

Motion made by Ward 1 Sheppard, Seconded by At-Large Maher to adopt Resolution 2022-016 thereby establishing a revised salary for Public Works Employee prorated at \$30,160 for FY22 effective February 14, 2022 and further resolve to incorporate same in to the official minutes.

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

MOTION CARRIED UNANIMOUSLY

7. **2022-070:** Motion to adopt Resolution 2022-018 thereby authorizing a Surface Transportation Block Grant Application to the Gulf Regional Planning Commission for West Aloha Drive and Kalani Drive Roadway Improvements in the amount of \$998,021 (federal share \$798,416.80), committing matching funds of 20% or \$199,604.20 and for other related purposes.

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to adopt Resolution 2022-018 thereby authorizing a Surface Transportation Block Grant Application to the Gulf Regional Planning Commission for West Aloha Drive and Kalani Drive Roadway Improvements in the amount of \$998,021 (federal share \$798,416.80), committing matching funds of 20% or \$199,604.20 and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

8. **2022-071:** Motion to adopt Resolution 2022-019 thereby authorizing a Transportation Alternative or Surface Transportation Block Grant Grant Application to the Gulf Regional Planning Commission for West Aloha Sidewalks and Lighting Project in the amount of \$894,821.20 (federal share \$715,856.96), committing matching funds of 20% or \$178,964.24 and for other related purposes.

Motion made by Ward 1 Finley, Seconded by Councilmember-At-Large Maher to adopt Resolution 2022-019 thereby authorizing a Transportation Alternative or Surface Transportation Block Grant Application to the Gulf Regional Planning Commission for West Aloha Sidewalks and Lighting Project in the amount of \$894,821.20 (federal share \$715,856.96), committing matching funds of 20% or \$178,964.24 and for other related purposes.

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

MOTION CARRIED UNANIMOUSLY

8. a. **2022-075:** Motion to adopt Resolution 2022-020 thereby setting the annual compensation and hourly rate of compensation for the Public Works Clerk/Receptionist position.

Motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard to adopt Resolution 2022-020 thereby setting the annual compensation and hourly rate of compensation for the Public Works Clerk/Receptionist position.

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

MOTION CARRIED UNANIMOUSLY

Consent Agenda:

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to approve the following agenda items by consent:

9. **2022-049:** Motion to approve payments to Pickering Firm in the amount of \$1,161.00 for Makiki Drive Culvert, in the amount of \$4,450.00 Hilo Street Culvert and in the amount of \$425.00 for Strategic Initiatives & Project Agreement.
10. **2022-051:** Motion to approve Amendment No.1 to the Rostan Task Order No. 2 - Hurricane Ida to include additional services for Hurricane Ida Cost Reimbursement increasing the Task Order from \$4,500 to \$10,000.
11. **2022-053:** Motion to approve payment in the amount of \$7,157.25 to Machado Patano for Hilo Way Drainage Project.
12. **2021-054:** Motion to authorize the City Manager to begin negotiations to purchase real property from the Estate of Myrtle Haas for Right of Way for the town center project (Park Ten Drive).
13. **2022-055:** Motion to authorize the City Manager to begin negotiations to purchase real property from Jeff Pressman for Right of Way for the town center project (Park Ten Drive).
14. **2022-056:** Motion to authorize the administration and legal counsel to create a 501(c)(3) organization for the Diamondhead Main Street Association.
15. **2022-057:** Motion to declare surplus 3,000 +/- cubic yards of topsoil excavated during drainage maintenance and located at the public works yard and finding that disposal by offering to residents would be most beneficial to the City and not for the benefit of residents based on cost associated with other methods of disposal.

- 16. **2022-058:** Motion to approve Task Order #4 with Rostan Solutions, LLC in an amount not to exceed \$25,000 for Grant Administration relating to mitigation consulting for the Hazard Mitigation Program Grant for the outdoor emergency siren system and generator projects.
- 17. **2022-063:** Motion to approve Budget Amendment 2022-19.
- 18. **2021-064:** Motion to approve amended job description for Public Works Clerk/Receptionist.
- 19. **2022-065:** Motion to approve Master Service Agreement Work Assignment with Machada Patano in an amount not to exceed \$2,250 for topographic survey at Twin Lakes Fishing Pier and Trail project site.
- 20. **2022-066:** Motion to approve Master Service Agreement Work Assignment with Machada Patano in an amount not to exceed \$11,750 for Hilo Way Drainage Project design, bid and CEI phases.
- 20 a. **2022-072:** Motion to participate in the MEMA Region 9 Hazard Mitigation Plan Update and further designate the City Manager to represent the City in the update process.
- 20. b **2022-073:** Motion authorize the installation of the Little Free Library on the near the Town Green at City Hall and further authorize the necessary supplies and labor to assistance with the installation.
- 20. c. **2022-074:** Motion to approve agreement with AGJ Systems, Inc. to implement multi-factor authentication for the IT network and administrative software at a one-time set up cost of \$661.25 and a monthly recurring fee of \$3.50 per user for a total monthly recurring of \$87.50.

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

MOTION CARRIED UNANIMOUSLY

Action Agenda.

- 21 a. **2022-062:** Motion to make 2 Council appointments to serve on the FY21 Audit Committee to serve with the City Manager and City Clerk.

Motion made by Ward 3 Sheppard, Seconded by Ward 4 Clark to appoint Mayor Depreo and Ward 4 Councilmember Clark for council appointments to serve on the FY21 Audit Committee.

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

MOTION CARRIED UNANIMOUSLY

Routine Agenda.

Claims Payable

- 22. Motion to approve the Docket of Claims (DKT159295 - DKT159325) in the amount of \$88,478.50.

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to approve the Docket of Claims (DKT159295 - DKT159325) in the amount of \$88,478.50.

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

MOTION CARRIED UNANIMOUSLY

- 23. Motion to approve Payroll Payables DKT159277 - DKT159293 in the amount of \$50,180.81, PRCLAIM113 in the amount of \$30,230.24, PRCLAIM114 in the amount of \$2,699.55 and PRCLAIM115 in the amount of \$30,414.02.

Motion made by Ward 1 Finley, Seconded by Ward 3 Sheppard to approve Payroll Payables DKT159277 - DKT159293 in the amount of \$50,180.81, PRCLAIM113 in the amount of \$30,230.24, PRCLAIM114 in the amount of \$2,699.55 and PRCLAIM115 in the amount of \$30,414.02.

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

MOTION CARRIED UNANIMOUSLY

Department Reports

Motion made by Ward 3 Sheppard, Seconded by Councilmember-At-Large Maher to accept and approve the following:

- a. January 2022 Financial Report
- b. Police Department
Code Enforcement
Building Department
Privilege Licensing

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

MOTION CARRIED UNANIMOUSLY

Public Comments on Non-Agenda Items. -None.

Adjourn/Recess.

Attorney Cusick introduced Melissa Williams, a new partner joining his firm.

At 6:45 p.m. and with no further issues to come before the Council, motion made by Ward 4 Clark, Seconded by Ward 3 Sheppard.

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

MOTION CARRIED UNANIMOUSLY

Nancy Depreo
Mayor

Jeannie Klein
City Clerk



E-BLAST POLICY

Email blast (“E-blast”) is an email that is sent directly to a recipient’s email address from the City of Diamondhead. The recipient must sign up to receive these City emails. The recipient may also request to be removed from receiving emails from the City. The City does not remove a recipient unless requested.

The City Council hereby sets forth its E-Blast Policy and authorizes the Administration to use the E-blast system for the following types of communications with the E-blast system without further City Council approval:

1. City sponsored events
2. General election information
3. Communications sent by the Hancock Emergency Operations Center (EOC)
4. Communications from the Hancock Sherriff Office or Diamondhead Police (i.e. public safety, traffic problems, animal control, weather, crime, etc.)
5. Public service announcements from the Hancock County School System
6. Community blood or food drive information
7. Hancock Military Banner Program
8. Diamondhead Main Street events or promotions and other economic development promotions
9. Chamber of Commerce events located in Diamondhead
10. Disaster preparedness and recovery information
11. General information about City Hall operations (i.e. office closed for weather, limited access to the building, etc.)
12. Promotion of city council meetings, town hall meeting and ward meetings

The City Council prohibits the Administration from distributing the following types of communications with the E-blast system:

1. Any political messages OR messages promoting a specific candidate or ballot initiative
2. Promotion of any individual business or non-profit organization (unless this is part of a City of Diamondhead or Diamondhead Main Street promotion)

If a City Council Member or the Administration requests a message to be E-blast that is not specifically approved above, the City Council must approve the distribution of this message by a favorable vote in a public meeting. The Council Member or Administration must submit an RCA and provide specific language that will be used in the E-blast message as well as any attachments or pictures for City Council approval.

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE “GOVERNING BODY”) OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE “CITY), TO ACQUIRE, BY DONATION, GRANT OR CONVEYANCE, CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY FROM STRUCTURES OF DIAMONDHEAD, INC. IN EXCHANGE FOR THE CITY CONVEYING SURPLUS PROPERTY OF EQUAL OR LESSER VALUE NOT PART OF THE ROADWAY IMPROVEMENTS TO STRUCTURES OF DIAMONDHEAD, INC. AS SET FORTH HEREIN.

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

1. The City is in need of acquiring certain real properties for roadway improvement purposes that were owned by private property owners, has previously accepted certain properties and, is in need of acquiring certain additional land.
2. Since the time of the initial transfers of properties by and between the property owners and the City, the scope of the design of said roadway improvements has been modified necessitating the additional transfer and acquisition of property by the City.
3. The City is authorized to acquire and convey real property pursuant to Miss. Code Ann. §21-17-1.
4. Structures of Diamondhead, Inc. has expressed a willingness to donate, grant or convey the property legally described in surveys completed by Covington Engineering and attached hereto as Exhibit “A” to this resolution in exchange for the City conveying adjacent land back to Structures of Diamondhead, Inc. of equal or lesser value that the City will not require as part of roadway improvement purposes, is therefore surplus and, that the City will have no use for.
5. The City is willing to accept the donation, grant or conveyance of the aforementioned property in exchange for quitclaiming and conveying surplus property not needed for roadway improvement purposes back to Structures of Diamondhead, Inc.

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

SECTION 1. That the Governing Body of the City will accept the donation, grant or conveyance of the aforementioned property from Structures of Diamondhead, Inc. and will convey surplus, unneeded adjacent property of equal or lesser value to Structures of Diamondhead, Inc..

SECTION 2. That the Governing Body of the City does hereby authorize the City Attorney to prepare any and all documentation related to the acquisition and conveyance of the

aforementioned properties, for the City Manager to execute any necessary documentation to effectuate the acquisition and conveyance of the subject properties and, for the City to execute the Dedication Deeds on behalf of the City attached collectively hereto as Exhibit “B.”

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

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

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

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25TH AVENUE
POST OFFICE BOX 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

PART OF LOTS 4, 5, 6, AND 7,
BLOCK 2, DIAMONDHEAD
SUBDIVISION PHASE 3, UNIT 1,
HANCOCK COUNTY, MISSISSIPPI

GRANTOR'S ADDRESS:
STRUCTURES OF DIAMONDHEAD, INC.
758 AUGUSTA WAY
DIAMONDHEAD, MS 39525
()

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____,
2022, by and between STRUCTURES OF DIAMONDHEAD, INC., GRANTOR, and THE
CITY OF DIAMONDHEAD, a municipality created and existing under the State of
Mississippi ("City"), GRANTEE.

****WITNESSETH****

WHEREAS, STRUCTURES OF DIAMONDHEAD, INC. wishes to dedicate, grant and convey the following property to the City and be relieved of the cost and responsibilities associated with maintaining same; and

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

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

WHEREAS, on _____, the Governing Body of the STRUCTURES OF DIAMONDHEAD, INC. passed a resolution authorizing the dedication of the property herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "C"; and

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

DEDICATION OF PROPERTY FOR PUBLIC RIGHT OF WAY

For and in consideration of the City accepting the property and maintaining a public street, STRUCTURES OF DIAMONDHEAD, INC., being the sole owner of, and the only party having any interest in, the street, does hereby dedicate, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a public street and right-of-way, the property described herein below and improvements thereon and appurtenances thereto. This dedication of the property is made without warranties of any kind.

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

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

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

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

Legal Description of the Property:

See attached Exhibit "A"- adopted herein by reference.

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

EXECUTED, this the ____ day of _____, 2022.

GRANTOR:

STRUCTURES OF DIAMONDHEAD, INC.

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that he is _____ of the STRUCTURES OF DIAMONDHEAD, INC., and that in said capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____

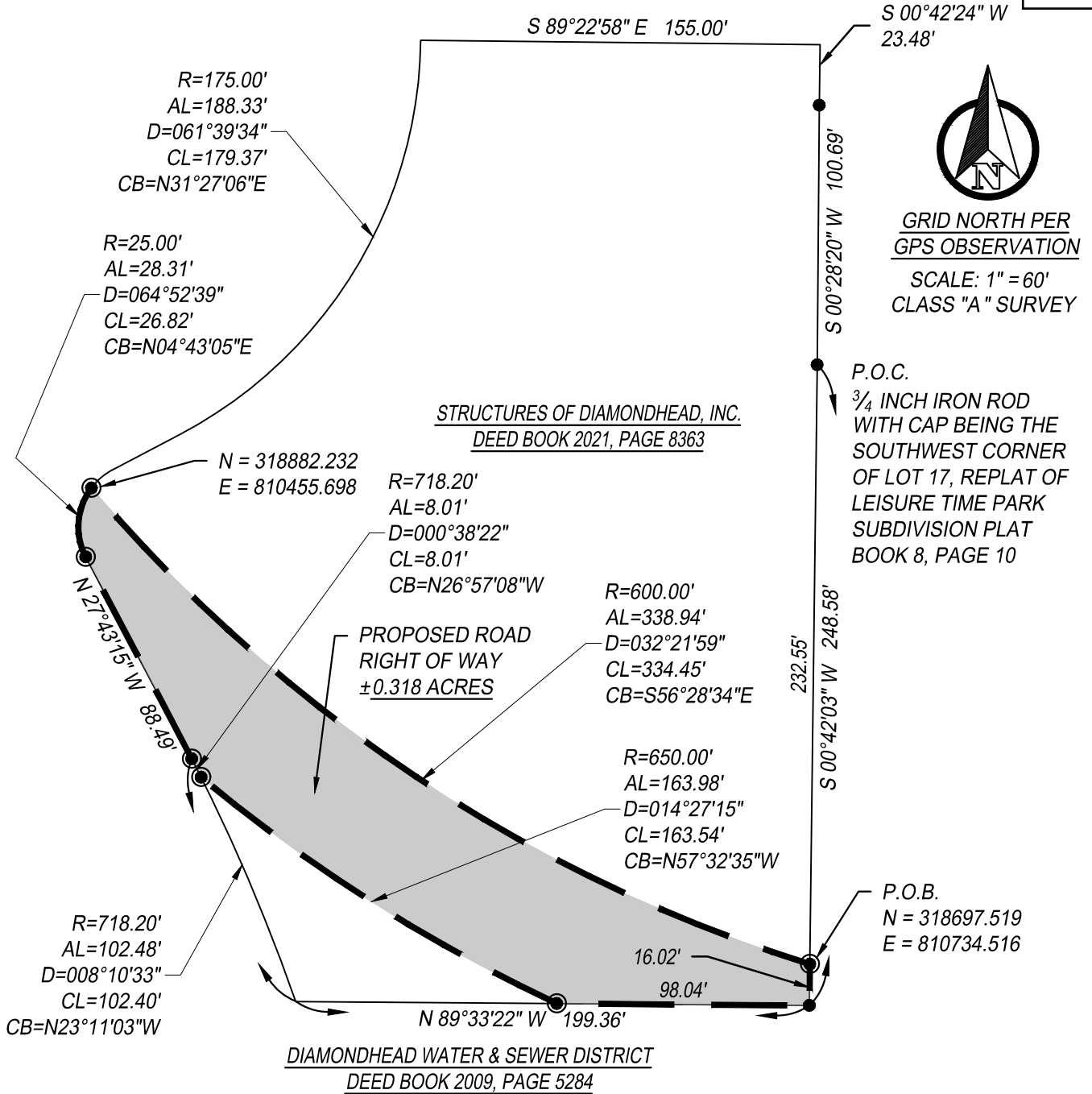
STATE OF MISSISSIPPI
COUNTY OF HANCOCK

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

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:



DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed **December __, 2021**

Surveyor's Notes:

1. This survey has been performed without the benefit of a title report and may not show all rights-of-way, easements, and restrictions. Such features can be added if a current title report is performed and certified by an attorney, and is provided to the surveyor.
2. Copies of this survey without an original signature and seal in blue ink are not valid. Any alteration of this survey, in whole or part, without prior written permission of Tice Engineering, Inc. is prohibited.
3. No flood zone information is shown hereon.
4. No wetland information is shown hereon.
5. ● = 1/2 inch Iron Rod Found unless otherwise noted.
6. ● = 1/2 inch Iron Rod Set with Cap unless otherwise noted.
7. Parcel Indexing Instructions: Lot 4, 5, 6, AND 7, Block 2, Diamondhead Subdivision Phase 3, Unit 1,, Hancock County, Mississippi
8. All ownership information shown hereon are "now or formally".
9. If shown, the aerial image in the background is for geographic reference only, and is provided by MARIS.
10. This survey is referenced to the Mississippi State Plane East Zone (2301) with NAD (83) Datum.
Scale Factor at P.O.B.: 0.999984494
Convergence Angle at P.O.B.: -00° 16' 41.669"
All distances and coordinates shown hereon are in U.S. survey feet. (3.280833³³ per meter)

DRAWN: JCR	PROJECT TITLE:	TEI TICE ENGINEERING, INC. ENGINEERS / SURVEYORS <i>Trusted Engineers. Experienced Surveyors. Innovative Results</i>
CHECK: RLN	DIAMONDHEAD DOWNTOWN TRANSFORMATION	
DATE: 12/___/2021	CROSSING THE PROPERTY OF:	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
SCALE: NONE	STRUCTURES OF DIA	PROJECT NUMBER : 1466-21 T10
TRACT: 10	INC.	
SHEET: 2 of 2	Page 18	

TRACT 10 STRUCTURES OF DIAMONDHEAD, INC.

RIGHT OF WAY DESCRIPTION:

A variable width right of way located in Lots 4, 5, 6, and 7, Block 2, Diamondhead Subdivision Phase 3, Unit 1, Hancock County, Mississippi being a portion of the property conveyed to Structures of Diamondhead, Inc per Deed Book 2021, Page 8363 being more particularly described as follows:

Commence at a 3/4 inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; thence South 00 degrees 42 minutes 03 seconds West 232.55 feet to a 1/2 inch iron rod with cap, and the Point of Beginning, said Point of Beginning having grid coordinates of N 318697.519 and E 810734.516 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984494 and a convergence angle of -00 degrees 16 minutes 41.669 seconds (at the P.O.B.); thence South 00 degrees 42 minutes 03 seconds West 16.02 feet to the southeast corner of said Structures of Diamondhead, Inc property and a 1/2 inch iron rod; thence North 89 degrees 33 minutes 22 seconds West 98.04 feet along the south line of said Structures of Diamondhead, Inc property to a 1/2 inch iron rod with cap; thence 163.98 feet along the arc of a curve to the right having a radius of 650.00 feet, a central angle of 14 degrees 27 minutes 15 seconds, and a chord which bears North 57 degrees 32 minutes 35 seconds West 163.54 feet to a 1/2 inch iron rod with cap; thence 8.01 feet along the arc of a curve to the right being non-tangent with the previously described line, said curve having a radius of 718.20 feet, a central angle of 00 degrees 38 minutes 22 seconds, and a chord which bears North 26 degrees 57 minutes 08 seconds West 8.01 feet to a 1/2 inch iron rod with cap; thence North 27 degrees 43 minutes 15 seconds West 88.49 feet to a 1/2 inch iron rod with cap; thence 28.31 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 64 degrees 52 minutes 39 seconds, and a chord which bears North 04 degrees 43 minutes 05 seconds East 26.82 feet to a 1/2 inch iron rod with cap; thence 338.94 feet along the arc of a curve to the left having a radius of 600.00 feet, a central angle of 32 degrees 21 minutes 59 seconds, and a chord which bears South 56 degrees 28 minutes 34 seconds East 334.45 feet to the Point of Beginning.

Said right of way containing 0.318 acres, more or less.

DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed December __, 2021

DRAWN: JCR	PROJECT TITLE:	TEI	TICE
CHECK: RLN	DIAMONDHEAD DOWNTOWN TRANSFORMATION		
DATE: 12/__/2021		<small>Trusted Engineers. Experienced Surveyors. Innovative Results</small>	
SCALE: NONE	CROSSING THE PROPERTY OF:	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com	
TRACT: 10	STRUCTURES OF DIA Page 19 , INC.	PROJECT NUMBER : 1466-21_T10	
SHEET: 1 of 2			

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
LAW OFFICES OF DEREK R. CUSICK, PLLC
1325 25TH AVENUE
POST OFFICE BOX 4008
GULFPORT, MS 39502
(228) 206-3819

INDEXING INSTRUCTIONS:

PART OF LOTS 4, 5, 6, AND 7,
BLOCK 2, DIAMONDHEAD
SUBDIVISION PHASE 3, UNIT 1,
HANCOCK COUNTY, MISSISSIPPI

GRANTEE'S ADDRESS
STRUCTURES OF DIAMONDHEAD, INC.
758 AUGUSTA WAY
DIAMONDHEAD, MS 39525
()

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

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

QUITCLAIM DEED

This QUITCLAIM DEED ("Deed") is made this ____ day of _____, 2021,
by and between THE CITY OF DIAMONDHEAD, a municipality created and existing
under the State of Mississippi ("City"), GRANTOR, and STRUCTURES OF
DIAMONDHEAD, INC. ("STRUCTURES"), GRANTEE.

****WITNESSETH****

WHEREAS, City wishes to quitclaim, grant and convey the following surplus and non-necessary property for use by the public to STRUCTURES and be relieved of the cost and responsibilities associated with maintaining same in exchange for STRUCTURES dedicating, granting and conveying property to City for Right-of-Way use of equal or greater value; and

WHEREAS, STRUCTURES wishes to acquire the property in exchange for its dedicating, granting and conveying land to City for a public street and assuming the cost and responsibilities for maintaining same; and

WHEREAS, on _____, STRUCTURES passed a resolution accepting the quitclaim of the property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "B"; and

WHEREAS, on _____, the Diamondhead City Council passed a resolution authorizing the quitclaim of the property herein upon finding that said property is surplus and not needed for public use and had previously been dedicated to the City by STRUCTURES for a public street; however, said portion of the property is now not necessary for same and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "C"; and

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

**QUITCLAIM OF PROPERTY IN EXCHANGE FOR PROPERTY
FOR PUBLIC RIGHT OF WAY**

For and in consideration of STRUCTURES accepting the property and maintaining same, the City, being the sole owner of, and the only party having any interest in said property does hereby quitclaim, grant and convey unto STRUCTURES, its successors and assigns, in fee simple, the property described herein below and improvements thereon and appurtenances thereto. This quitclaim of the property is made without warranties of any kind.

STRUCTURES specifically accepts the quitclaim of the property without warranty and subject to the following conditions:

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

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

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

Legal Description of the Property:

See attached Exhibit "A"- Legal Description and Survey adopted herein by reference.

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

EXECUTED, this the ____ day of _____, 2022.

GRANTOR:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

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

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

GRANTEE:

STRUCTURES OF DIAMONDHEAD, INC.

BY: _____

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named _____, who acknowledged that he is _____ of the STRUCTURES OF DIAMONDHEAD, INC., and that in said capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

TRACT 11

CITY OF DIAMONDHEAD

RIGHT OF WAY DESCRIPTION:


A variable width right of way being a portion of Alapai Drive, Diamondhead Subdivision Phase 3, Unit 1, Hancock County, Mississippi more particularly described as follows:

Begin at a 1/2 inch iron rod with cap being the southeast corner of Lot 131, Diamondhead Subdivision Phase 3, Unit 1, Slide A322 and the Point of Beginning, said Point of Beginning having grid coordinates of N 318708.906 and E 810442.776 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984610 and a convergence angle of -00 degrees 16 minutes 43.355 seconds (at the P.O.B.); thence 41.20 feet along the arc of a curve to the left having a radius of 25.00 feet, a central angle of 94 degrees 24 minutes 44 seconds, and a chord which bears North 20 degrees 50 minutes 31 seconds West 36.69 feet to a 1/2 inch iron rod with cap; thence 12.16 feet along the arc of a curve to the left having a radius of 636.78 feet, a central angle of 01 degrees 05 minutes 37 seconds, and a chord which bears North 26 degrees 54 minutes 40 seconds West 12.16 feet to a 1/2 inch iron rod with cap; thence North 27 degrees 43 minutes 15 seconds West 241.59 feet to a 1/2 inch iron rod with cap; thence 255.71 feet along the arc of a curve to the left having a radius of 650.00 feet, a central angle of 22 degrees 32 minutes 24 seconds, and a chord which bears South 38 degrees 59 minutes 27 seconds East 254.06 feet to a 1/2 inch iron rod with cap; thence 95.03 feet along the arc of a curve to the right having a radius of 675.00 feet, a central angle of 08 degrees 04 minutes 00 seconds, and a chord which bears South 23 degrees 02 minutes 18 seconds East 94.96 feet to a 1/2 inch iron rod with cap; thence North 89 degrees 33 minutes 22 seconds West 153.78 feet to a 1/2 inch iron rod with cap; thence North 68 degrees 09 minutes 51 seconds East 66.34 feet to the Point of Beginning.

Said right of way containing 10,099 square feet, more or less.

DRAFT FOR REVIEW

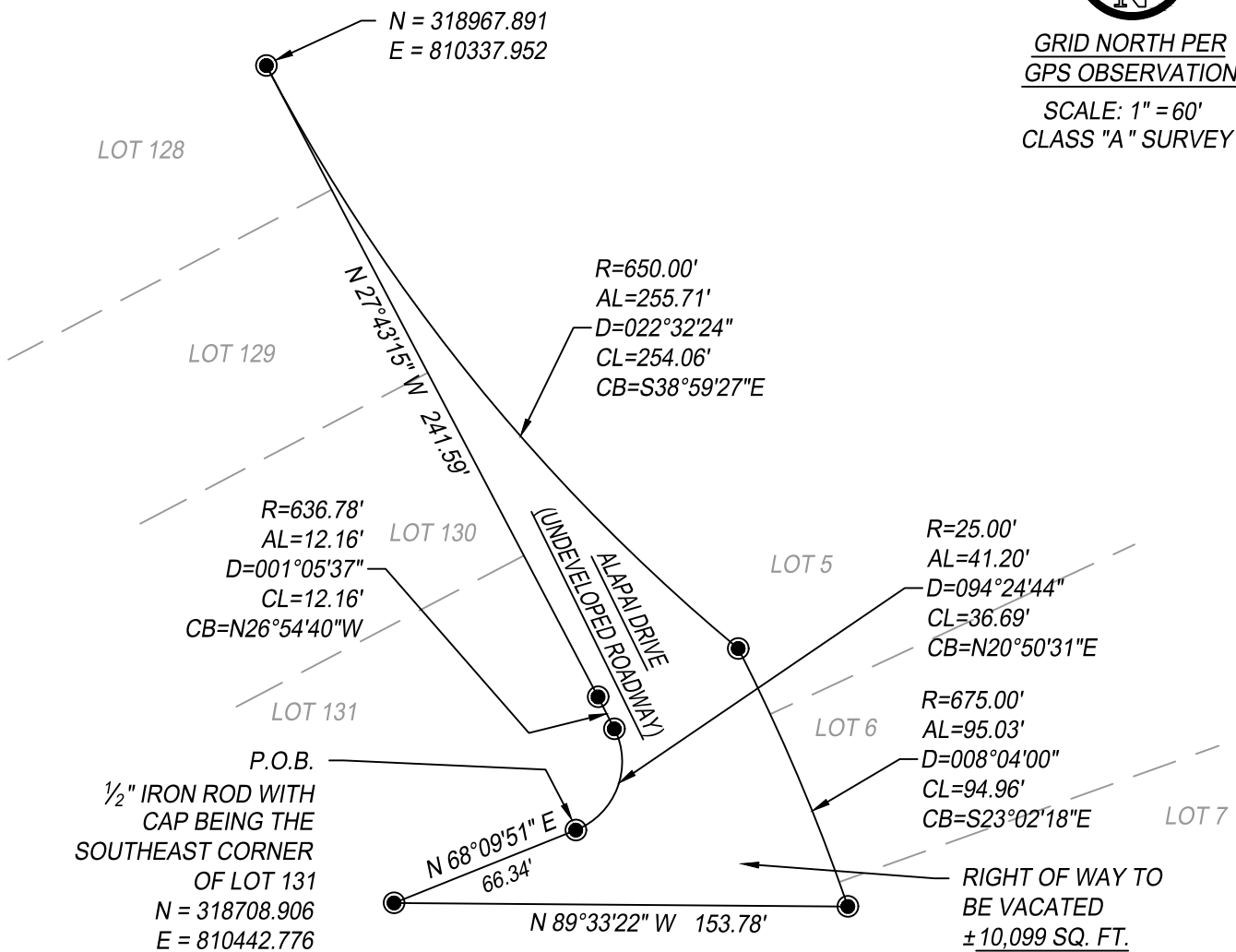
J. Colter Ratliff, P.S.
Field Surveyed **December __, 2021**

DRAWN: JCR	PROJECT TITLE: DIAMONDHEAD DOWNTOWN TRANSFORMATION	 <small>ENGINEERS / SURVEYORS</small> <i>Trusted Engineers. Experienced Surveyors. Innovative Results</i>
CHECK: RLN		
DATE: 12/__/2021		
SCALE: NONE	CROSSING THE PROPERTY OF: CITY OF DIAMONDHEAD	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
TRACT: 11		
SHEET: 1 of 2		



GRID NORTH PER
GPS OBSERVATION

SCALE: 1" = 60'
CLASS "A" SURVEY



DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed December __, 2021

Surveyor's Notes:

1. This survey has been performed without the benefit of a title report and may not show all rights-of-way, easements, and restrictions. Such features can be added if a current title report is performed and certified by an attorney, and is provided to the surveyor.
2. Copies of this survey without an original signature and seal in blue ink are not valid. Any alteration of this survey, in whole or part, without prior written permission of Tice Engineering, Inc. is prohibited.
3. No flood zone information is shown hereon.
4. No wetland information is shown hereon.
5. ● = 1/2 inch Iron Rod Found unless otherwise noted.
6. ● = 1/2 inch Iron Rod Set with Cap unless otherwise noted.
7. Parcel Indexing Instructions: Diamondhead Subdivision Phase 3, Unit 1, Hancock County, Mississippi
8. All ownership information shown hereon are "now or formally".
9. If shown, the aerial image in the background is for geographic reference only, and is provided by MARIS.
10. This survey is referenced to the Mississippi State Plane East Zone (2301) with NAD (83) Datum.
Scale Factor at P.O.B.: 0.999984610
Convergence Angle at P.O.B.: -00° 16' 43.355"
All distances and coordinates shown hereon are in U.S. survey feet. (3.280833 33 per meter)

DRAWN: JCR	PROJECT TITLE:	TEI TICE ENGINEERING, INC. ENGINEERS / SURVEYORS <i>Trusted Engineers. Experienced Surveyors. Innovative Results</i>
CHECK: RLN	DIAMONDHEAD DOWNTOWN TRANSFORMATION	
DATE: 12/___/2021	CROSSING THE PROPERTY OF:	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
SCALE: NONE	CITY OF DIAM	PROJECT NUMBER : 1466-21 T11
TRACT: 11	Page 25	
SHEET: 2 of 2		

RESOLUTION OF THE CITY OF DIAMONDHEAD REQUESTING THE DONATION OF A 1,915 SQUARE FOOT PART OF LOT 7, BLOCK 2, DIAMONDHEAD SUBDIVISION PHASE 3, UNIT 1, HANCOCK COUNTY, MISSISSIPPI FROM THE DIAMONDHEAD WATER AND SEWER DISTRICT TO THE CITY OF DIAMONDHEAD, MISSISSIPPI FOR RIGHT-OF-WAY CONSTRUCTION

WHEREAS, the City of Diamondhead (the “City”) desires to increase the commercial opportunities to the residents of Diamondhead by expanding the commercial district through the construction of new right-of-ways; and

WHEREAS, the Diamondhead Water and Sewer District (the “District”) owns Lot 7, Block 2, Diamondhead Subdivision Phase 3, Unit 1, Hancock County; and

WHEREAS, the City of Diamondhead has engaged Covington Engineers to design new roadways for the development of a new commercial mixed-use district and is in need of a 1,915 square foot corner of the aforementioned Lot owned by the District; and

WHEREAS, the City and the District have previously entered into an Interlocal Governmental Cooperation Agreement whereby both agreed to cooperate in the most efficient manner possible to provide services and facilities; and

WHEREAS, the City will only use said portion of Lot 7 for right-of-way construction and will maintain said portion of Lot 7 for such purposes only.

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

SECTION I. The findings, conclusions and statements of fact contained in the preamble are hereby adopted, ratified and incorporated herein.

SECTION II. Pursuant to the terms of the Interlocal Governmental Cooperation Agreement with the District, the City respectfully requests that the District donate the 1,915 square

foot corner of Lot 7, Block 2, Diamondhead Subdivision Phase 3, Unit 1, Hancock County to the City of Diamondhead, Mississippi for right-of-way construction. The survey and legal description of same are attached hereto as Exhibit "A". The costs associated with the donation from the District to the City will be paid by the City and will not result in any costs to the District.

THE ABOVE AND FOREGOING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2022.

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

 NANCY DEPREO MAYOR

Attest:

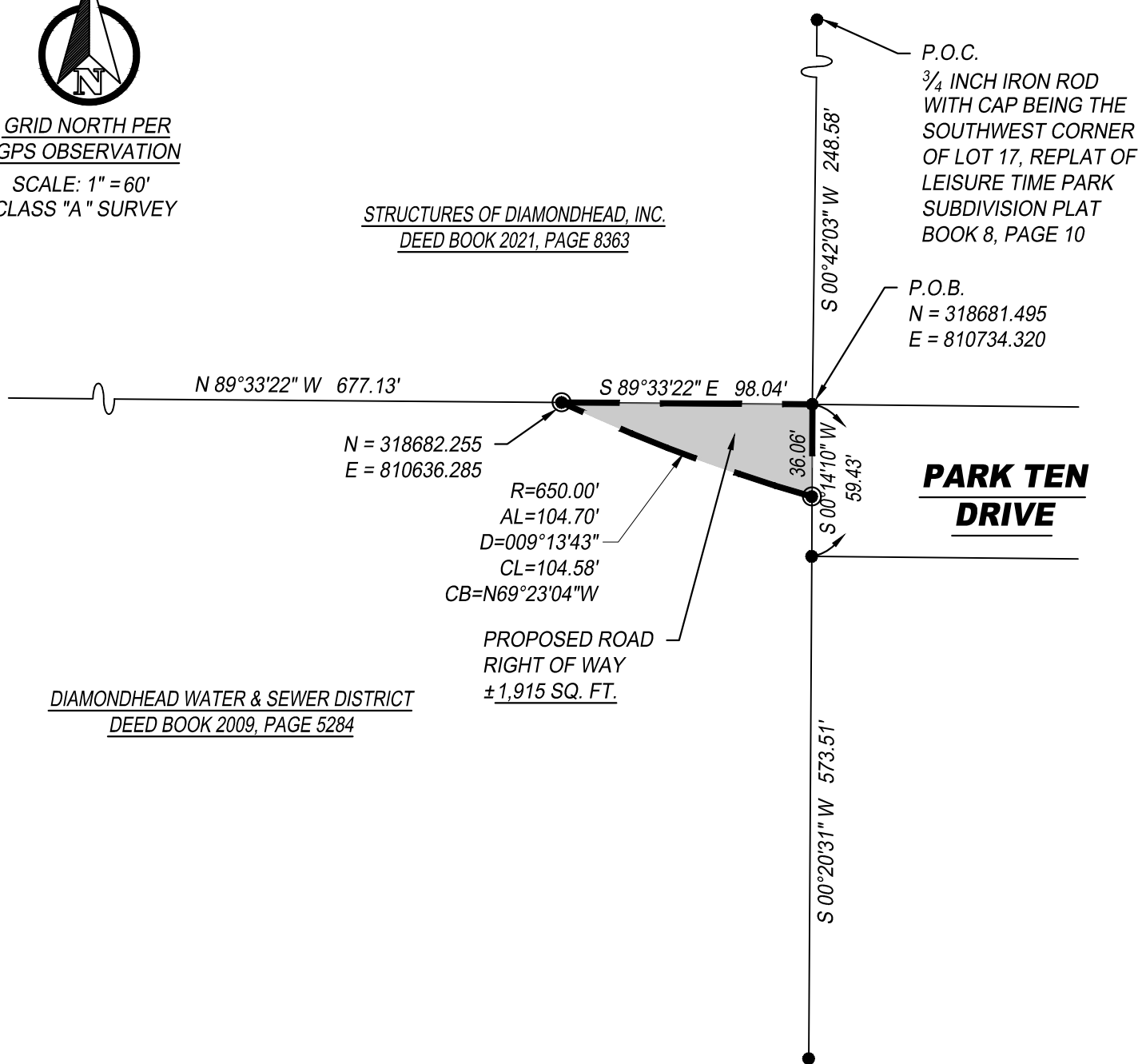
 Jeannie Klein, City Clerk

(seal)



GRID NORTH PER
GPS OBSERVATION
SCALE: 1" = 60'
CLASS "A" SURVEY

STRUCTURES OF DIAMONDHEAD, INC.
DEED BOOK 2021, PAGE 8363



DIAMONDHEAD WATER & SEWER DISTRICT
DEED BOOK 2009, PAGE 5284

PROPOSED ROAD
RIGHT OF WAY
± 1,915 SQ. FT.

**PARK TEN
DRIVE**

DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed **December __, 2021**

Surveyor's Notes:

1. This survey has been performed without the benefit of a title report and may not show all rights-of-way, easements, and restrictions. Such features can be added if a current title report is performed and certified by an attorney, and is provided to the surveyor.
2. Copies of this survey without an original signature and seal in blue ink are not valid. Any alteration of this survey, in whole or part, without prior written permission of Tice Engineering, Inc. is prohibited.
3. No flood zone information is shown hereon.
4. No wetland information is shown hereon.
5. ● = 1/2 inch Iron Rod Found unless otherwise noted.
6. ● = 1/2 inch Iron Rod Set with Cap unless otherwise noted.
7. Parcel Indexing Instructions: Lots 7 and 8, Block 2, Diamondhead Subdivision Phase 3, Unit 1, Hancock County, Mississippi
8. All ownership information shown hereon are "now or formally".
9. If shown, the aerial image in the background is for geographic reference only, and is provided by MARIS.
10. This survey is referenced to the Mississippi State Plane East Zone (2301) with NAD (83) Datum.
Scale Factor at P.O.B.: 0.999984494
Convergence Angle at P.O.B.: -00° 16' 41.669"
All distances and coordinates shown hereon are in U.S. survey feet. (3.280833 $\overline{33}$ per meter)

DRAWN: JCR	PROJECT TITLE:	TEI TICE ENGINEERS / SURVEYORS <small>Trusted Engineers. Experienced Surveyors. Innovative Results</small>
CHECK: RLN	DIAMONDHEAD DOWNTOWN TRANSFORMATION	
DATE: 12/___/2021	CROSSING THE PROPERTY OF:	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
SCALE: NONE	DIAMONDHEAD WATER	PROJECT NUMBER : 1466-21 T9
TRACT: 9	STRIC	
SHEET: 2 of 2	Page 28	

TRACT 9

DIAMONDHEAD WATER AND SEWER DISTRICT

RIGHT OF WAY DESCRIPTION:


A variable width right of way located in Lot 7 and 8, Block 2, Diamondhead Subdivision Phase 3, Unit 1, Hancock County, Mississippi being a portion of the property conveyed to Diamondhead Water and Sewer District per Deed Book 2009, Page 5284 being more particularly described as follows:

Commence at a 3/4 inch iron rod with cap being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; thence South 00 degrees 42 minutes 03 seconds West 248.58 feet to a 1/2 inch iron rod, the northeast corner of said Diamondhead Water and Sewer District property and the Point of Beginning, said Point of Beginning having grid coordinates of N 318681.495 and E 810734.320 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984494 and a convergence angle of -00 degrees 16 minutes 41.669 seconds (at the P.O.B.); thence South 00 degrees 14 minutes 10 seconds West 36.06 feet to a 1/2 inch iron rod with cap; thence 104.70 feet along the arc of a curve to the right having a radius of 650.00 feet, a central angle of 09 degrees 13 minutes 43 seconds, and a chord which bears North 69 degrees 23 minutes 04 seconds West 104.58 feet to a 1/2 inch iron rod with cap; thence South 89 degrees 33 minutes 22 seconds East 98.04 feet to the along the north line of said Diamondhead Water and Sewer District property to the Point of Beginning.

Said right of way containing 1,915 square feet, more or less.

DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed **December __, 2021**

DRAWN: JCR	PROJECT TITLE: DIAMONDHEAD DOWNTOWN TRANSFORMATION	 <small>ENGINEERS / SURVEYORS</small> <i>Trusted Engineers. Experienced Surveyors. Innovative Results</i>
CHECK: RLN		
DATE: 12/__/2021		
SCALE: NONE	CROSSING THE PROPERTY OF: DIAMONDHEAD WATER AND SEWER DISTRICT	510 S. VARDAMAN ST. WIGGINS, MS 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
TRACT: 9	Page 29	PROJECT NUMBER : 1466-21_T9
SHEET: 1 of 2		

RESOLUTION OF THE CITY OF DIAMONDHEAD REQUESTING FROM THE HANCOCK COUNTY PORT & HARBOR COMMISSION ASSISTANCE WITH ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CORPORATE LIMITS OF THE CITY OF DIAMONDHEAD, MISSISSIPPI.

WHEREAS, the City engaged the professional services of Orion Planning & Design to prepare its 25 Year Comprehensive Plan, Envision Diamondhead 2040 (the “Plan”), and it was adopted by the City Council in July 2021; and

WHEREAS, Envision Diamondhead 2040 included an emphasis on commercial development, development of a town center and revitalization of the existing commercial corridor resulted in a finding of approximately \$135 million in potential retail sales; and

WHEREAS, the residential growth within the City is continuous and measurable by the number of subdivision plats approved and new home construction permits issued over the past two (2) years; and

WHEREAS, the City is in the planning and design phases of various improvements to boost economic development and business opportunity within the corporate limits of the City; and

WHEREAS, the City would like to seek from the Hancock County Port & Harbor Commission assistance with economic development projects, to include but not limited to acquisition of real property as may be necessary to achieve the economic development and revitalization goals of the City.

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

SECTION I. The findings, conclusions and statements of fact contained in the preamble are hereby adopted, ratified and incorporated herein.

SECTION II. The City of Diamondhead is hereby formally requesting from the Hancoc

Port & Harbor Commission its commercial development expertise and other assistance with economic development projects, to include but not limited to acquisition of real property, as may become necessary to achieve the economic development and revitalization goals of the City.

THE ABOVE AND FOREGOING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2022.

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

NANCY DEPREO, MAYOR

Attest:

Jeannie Klein, City Clerk

(SEAL)

RESOLUTION OF THE CITY OF DIAMONDHEAD DECLARING THE NECESSITY TO OBTAIN A SAM’S CLUB, FINDING THAT ANTICIPATED COST SAVINGS REALIZED WOULD EXCEED THE ANNUAL COST OF THE CARD AND FURTHER AUTHORIZING THE ADMINISTRATION TO TAKE THE NECESSARY ACTION TO OBTAIN THE SAM’S CLUB MEMBERSHIP.

WHEREAS, the City of Diamondhead (the “City”) hosts several events annually that necessitate the purchase of supplies in addition to the purchase general office supplies for the operation of the City; and

WHEREAS, the option to purchase necessary items in bulk quantity from Sam’s Club would result in anticipated savings that would exceed the cost of the \$100 annual membership fee; and

WHEREAS, the City desires to pursue membership with Sam’s Club for the express purpose of purchasing items necessary for the operation of the City.

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

SECTION I. The findings, conclusions and statements of fact contained in the preamble are hereby adopted, ratified and incorporated herein.

SECTION II. The governing body of the City of Diamondhead hereby finds that membership with Sam’s Club is desirable and justified based on anticipated savings that would exceed the cost of annual membership and authorizes the administration to proceed as necessary to effectuate such membership.

THE ABOVE AND FOREGOING RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DIAMONDHEAD, AFTER HAVING FIRST BEEN REDUCED TO WRITING, WAS INTRODUCED BY COUNCILMEMBER _____, SECONDED BY COUNCILMEMBER _____, AND THE MATTER BEING PUT TO VOTE, I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING

RESOLUTION WAS ADOPTED IN THE AFFIRMATIVE BY THE FOLLOWING VOTE OF COUNCIL OF THE CITY OF DIAMONDHEAD ON THE ____ DAY OF _____, 2022.

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

NANCY DEPREO MAYOR

Attest:

Jeannie Klein, City Clerk

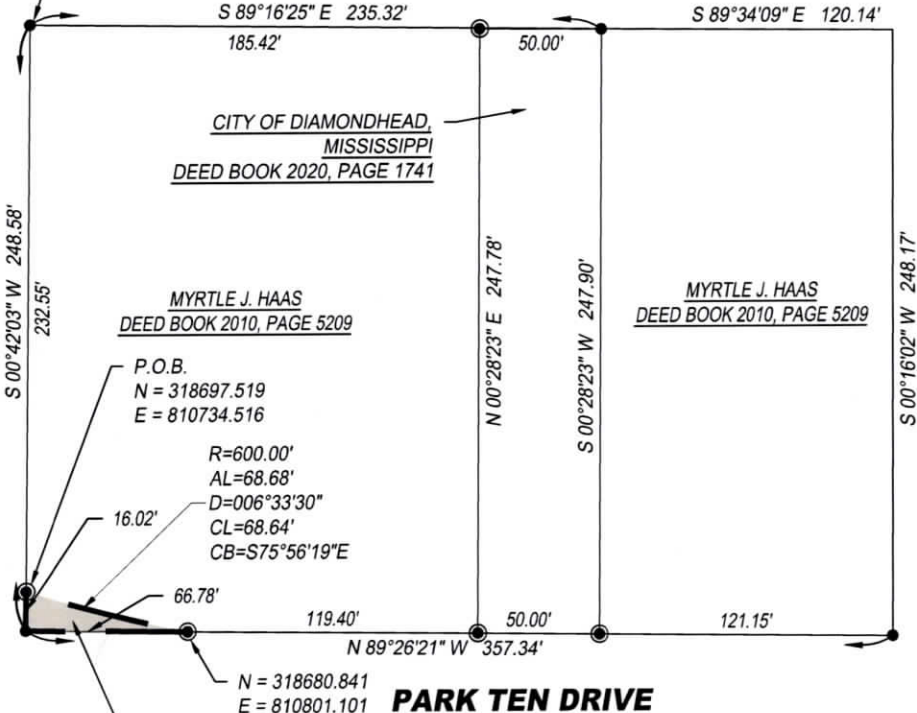
(seal)



GRID NORTH PER
GPS OBSERVATION
SCALE: 1" = 60'
CLASS "A" SURVEY

P.O.C.
1/2" IRON ROD FOUND
BEING THE
SOUTHWEST CORNER
OF LOT 17, LEISURE
TIME PARK
SUBDIVISION PLAT
BOOK 8, PAGE 10

JEFFREY A. PRESSMAN, ETAL
DEED BOOK 2019, PAGE 6150



CITY OF DIAMONDHEAD,
MISSISSIPPI
DEED BOOK 2020, PAGE 1741

MYRTLE J. HAAS
DEED BOOK 2010, PAGE 5209

MYRTLE J. HAAS
DEED BOOK 2010, PAGE 5209

P.O.B.
N = 318697.519
E = 810734.516

R=600.00'
AL=68.68'
D=006°33'30"
CL=68.64'
CB=S75°56'19"E

N = 318680.841
E = 810801.101

PARK TEN DRIVE

PROPOSED ROAD
RIGHT OF WAY
±490 SQ. FT.

DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed December __, 2021

Surveyor's Notes:

1. This survey has been performed without the benefit of a title report and may not show all rights-of-way, easements, and restrictions. Such features can be added if a current title report is performed and certified by an attorney, and is provided to the surveyor.
2. Copies of this survey without an original signature and seal in blue ink are not valid. Any alteration of this survey, in whole or part, without prior written permission of Tice Engineering, Inc. is prohibited.
3. No flood zone information is shown hereon.
4. No wetland information is shown hereon.
5. ● = 1/2 inch Iron Rod Found unless otherwise noted.
6. ⊙ = 1/2 inch Iron Rod Set with Cap unless otherwise noted.
7. Parcel Indexing Instructions: North 1/2 Lot 6, Section 3, Township 8 South, Range 14 West, St. Stephens Principal Meridian, Hancock County, Mississippi
8. All ownership information shown hereon are "now or formally".
9. If shown, the aerial image in the background is for geographic reference only, and is provided by MARIS.
10. This survey is referenced to the Mississippi State Plane East Zone (2301) with NAD (83) Datum.
Scale Factor at P.O.B.: 0.999984494
Convergence Angle at P.O.B.: -00° 16' 41.669"
All distances and coordinates shown hereon are in U.S. survey feet. (3.28083333 per meter)

DRAWN:	JCR
CHECK:	RLN
DATE:	12/1/2021
SCALE:	NONE
TRACT:	8
SHEET:	2 of 2

PROJECT TITLE:	DIAMONDHEAD DOWNTOWN TRANSFORMATION
CROSSING THE PROPERTY OF:	MYRTL

TEI TICE ENGINEERING, INC.
ENGINEERS / SURVEYORS

510 S. VARDAMAN ST.
WIGGINS, MS 39577
PHONE: 601.928.4121
EMAIL: info@ticeeng.com

PROJECT NUMBER: 1466-21 T8

TRACT 8 MYRTLE HAAS

RIGHT OF WAY DESCRIPTION:

A variable width right of way located in Government Lot 6, Section 3, Township 8 South, Range 14 West, Hancock County, Mississippi being a portion of the property conveyed to Myrtle J. Haas per Deed Book 2010, Page 5209 being more particularly described as follows:

Commence at a 1/2 inch iron rod being the southwest corner of Lot 17, Replat of Leisure Time Park Subdivision Plat Book 8, Page 10; thence South 00 degrees 42 minutes 03 seconds West 232.55 feet to a 1/2 inch iron rod with cap and the Point of Beginning, said Point of Beginning having grid coordinates of N 318697.519 and E 810734.516 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet), bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999984494 and a convergence angle of -00 degrees 16 minutes 41.669 seconds (at the P.O.B.); thence 68.68 feet along the arc of a curve to the left being non-tangent with the previously described line, said curve having a radius of 600.00 feet, a central angle of 06 degrees, 33 minutes 30 seconds, and a chord which bears South 75 degrees 56 minutes 19 seconds East 68.64 feet to the north margin of Park Ten Drive and a 1/2 inch iron rod with cap; thence North 89 degrees 26 minutes 21 seconds West 66.78 feet to the southwest corner of said Haas property and a 1/2 inch iron rod; thence North 00 degrees 42 minutes 03 seconds East 16.02 feet along the west line of said Haas property to the Point of Beginning.

Said right of way containing 490 square feet, more or less.

DRAFT FOR REVIEW

J. Colter Ratliff, P.S.
Field Surveyed **December** __, 2021

DRAWN: JCR	PROJECT TITLE:	TEI TICE ENGINEERING, INC. ENGINEERS / SURVEYORS <small>Professional Engineering, Elevation and Surveying, Information Systems</small>
CHECK: RLN	DIAMONDHEAD DOWNTOWN TRANSFORMATION	
DATE: 12/__/2021	CROSSING THE PROPERTY OF:	510 S. VARDAMAN ST. WIGGINS, MS. 39577 PHONE: 601.928.4121 EMAIL: info@ticeeng.com
SCALE: NONE	MYRTL	PROJECT NUMBER: 1466-21_T8
TRACT: 8		
SHEET: 1 of 2		

FIRE PROTECTION AGREEMENT
BETWEEN
CITY OF DIAMONDHEAD, MISSISSIPPI,
HANCOCK COUNTY BOARD OF SUPERVISORS
AND
THE DIAMONDHEAD FIRE DISTRICT

The City of Diamondhead and Hancock County, recognizing the necessity and wisdom of cooperation in fire protection, do hereby agree to assist each other as described below and in furtherance to and pursuant to the terms of the Interlocal Cooperation Agreement between the City of Diamondhead and Hancock County.

The Diamondhead Fire District of Diamondhead, Mississippi provides fire protection services to the residents of the City of Diamondhead, and recognizes that fire protection to such residents and areas of Diamondhead is best provided at this time by cooperative agreements between fire protection districts and municipalities, State agencies other entities located within the County.

The Diamondhead Fire District agrees to respond to fires in the City of Diamondhead corporate limits as well as other agreed response areas established by the parties hereto and shown on map maintained by the Diamondhead Fire District Fire Chief. The geographic area shall hereafter be referred to as the "agreed response area". It is understood between the parties that, except as otherwise hereafter provided, the Diamondhead Fire District has a first responsibility to provide fire protection to its Diamondhead municipal residents. The Diamondhead Fire District further agrees to respond to rural fires beyond the agreed response area as it feels necessary and proper.

In accordance with the provisions of the Mississippi Code, the Hancock County Board of Supervisors has appointed the Hancock County Emergency Management Director as County Fire Coordinator to act as a liaison between the City of Diamondhead, Diamondhead Fire District, State Coordinator, the Commissioner of Insurance and The State Rating Bureau and entities providing fire protection services to City of Diamondhead, including the City signatory to the contract. This duties of the Fire Coordinator include administrative functions, including securing of documents and reports necessary to secure rebate funds through the Department of Insurance. City of Diamondhead, Diamondhead Fire District and Hancock County Board of Supervisors agree the County Fire Coordinator shall be the initial County representative for receipt of documents and reports required hereunder related to inspection, maintenance and use of fire equipment, and for certificates of insurance and other documentation required by the Commissioner of Insurance for release of fire rebate funds.

In return for provision of fire protection services for the residents of the corporate city limits of Diamondhead, the governing body of the City of Diamondhead agrees to transfer to the Hancock County Board of Supervisors all annual insurance rebate allocations which funds shall be earmarked and solely expended for the support, operation, maintenance and equipping of the Diamondhead Fire District for

the purpose of providing fire protection within the corporate limits of the City of Diamondhead; as is provided by State Law under the provision of Section 83-1-39 of the Mississippi Code. The Diamondhead Fire District and the Hancock County Board of Supervisors further agree to follow and comply with guidelines established by the Commissioner of Insurance in the compliance with Section 45-11-7 of the Mississippi Code, and to establish and maintain a system of record keeping and reports related to the receipt and expenditure of fire protection funds, the training of fire personal and the submission of other data reasonably related to local fire protection responsibilities. Such information and reports shall be provided on a monthly basis to County Fire Coordinator.

City of Diamondhead, Mississippi

Date: _____

BY: _____

Nancy Depreo, Mayor

Hancock County Board of Supervisors

DATE: _____

BY: _____

Scotty Adam, Board President

DATE: _____

Diamondhead Fire District

BY: _____

Board President

Approved

DATE: _____

Commissioner of Insurance

EXHIBIT “C”
WORK ASSIGNMENT
WORK ASSIGNMENT NO. 004
ROADWAY IMPROVEMENTS PHASE 4

ENGINEER PROJECT NUMBER: 730-1001-004

This Work Assignment is executed in accordance with the Master Services Agreement entered into by **THE CITY OF DIAMONDHEAD** and **DIGITAL ENGINEERING**, on the 29th day of October, 2021.

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

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

Scope of Work for the City of Diamondhead Roadway Improvements Phase 4

1. Design (Lump Sum) – Includes field verification of the proposed roadway work , design of roadway improvements, preparation of plans, specifications and a construction cost estimate, and review meeting(s) with the City.
2. Bidding (Lump Sum) –Includes printing and selling of bid documents, responding to questions, holding a pre-bid meeting, preparing and issuing addendums, review and evaluation of bids received and making recommendation for award.
3. Construction Administration (Lump Sum) - Includes holding a pre-construction meeting, attending regularly scheduled progress meetings, review and approval of submittals, review and approval of Contractor’s pay estimates and substantial completion inspection.
4. Record Drawings (Lump Sum) – Includes preparation and furnishing (hard copy and electronic files) of as-built drawings, based on information provided by the contractor.
5. Resident Inspection (Hourly Not to Exceed) - Includes the daily inspection of Contractor’s work, preparation of daily inspection reports, and attending regularly scheduled progress meetings.

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. 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 PROJECT MANAGER

John M. Stein, PE

PROFESSIONAL ENGINEER

Christina Wheeler-Shurley, PE

CADD TECHNICIAN

Michael Prine

CLERICAL

Candice Cox

RESIDENT PROJECT REPRESENTATIVE

Ronnie Vanney, Jr.

CJ Boynes

Norman Bordes

PROGRESS SCHEDULE

A schedule for this work assignment will be established within 30 days of the Notice to Proceed.

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the Owner for this assignment exceed **\$89,400.00** (Total of all Charges) without the prior consent of both parties. The fee is broken out as follows:

Design	\$41,400.00	Lump Sum
Bidding	\$6,375.00	Lump Sum
Construction Administration	\$12,750.00	Lump Sum
Record Drawings	\$1,500.00	Lump Sum
<u>Resident Inspection</u>	<u>\$27,375.00</u>	Hourly Not to Exceed
Total	\$89,400.00	

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 ENGINEER	\$ 145
Christina Wheeler-Shurley, PE	SENIOR PROFESSIONAL ENGINEER	\$ 145
Abby Gollott	PROJECT ENGINEER	\$ 95
Michael Prine	SENIOR CAD TECHNICIAN	\$ 90
Candice Cox	SENIOR ADMINISTRATION	\$ 50
Ronnie Vanney, Jr.	RESIDENT PROJECT REPRESENTATIVE	\$ 70

Both parties hereto represent that they have authority to enter into this Work Assignment No. 004, 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

Michael Reso, City Manager

WITNESS this my signature in execution hereof, this the 24th day of February, 2022,

DIGITAL ENGINEERING

L. Bruce Newton
By: L. Bruce Newton, PE., Executive Vice President

ATTEST: *Candice H. Cox*



INVOICE

Pickering Firm, Inc.

Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources

126 Rue Magnolia, Biloxi, MS 39530

PH 228.432.5925 FAX 228.432.5928 www.pickeringfirm.com

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

February 9, 2022
Project No: 26025.01
Invoice No: 0090639

Hilo Street Culvert -Design
Professional Services from January 2, 2022 to January 29, 2022

Task	001	Wetland Delineation	
Fee			
Total Fee		5,000.00	
Percent Complete	100.00	Total Earned	5,000.00
		Previous Fee Billing	5,000.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this Task
			0.00

Task	002	Wetland Permitting	
Fee			
Total Fee		7,800.00	
Percent Complete	100.00	Total Earned	7,800.00
		Previous Fee Billing	7,800.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this Task
			0.00

Task	003	Engineering Design	
Fee			
Total Fee		11,300.00	
Percent Complete	100.00	Total Earned	11,300.00
		Previous Fee Billing	11,300.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this Task
			0.00

Task	004	Project Bidding	
Fee			
Total Fee		4,000.00	
Percent Complete	100.00	Total Earned	4,000.00
		Previous Fee Billing	4,000.00

Project	26025.01	Hilo Street Culvert - Design	Invoice	00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Task	0.00

Task	005	CEI		
Fee				
Total Fee		8,900.00		
Percent Complete	90.00		Total Earned	8,010.00
			Previous Fee Billing	4,450.00
			Current Fee Billing	3,560.00
			Total Fee	3,560.00
			Total this Task	\$3,560.00
			Total this Invoice	\$3,560.00

Outstanding Invoices

Number	Date	Balance
0090555	1/25/2022	4,450.00
Total		4,450.00

Total Now Due \$8,010.00



Monday, February 7, 2022

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

**Re: Hilo Street Culvert Replacement
Pickering Firm, Inc. Project No. 26025.01
Substantial Completion**

Mike:

Transmitted herewith is a copy of the Substantial Completion Form with Punch List for the above referenced project and contract. We have conducted a walkthrough to produce the accompanied punch list and we recommend substantial completion of the project at this time to the City at the next available board meeting.

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

Sincerely,

PICKERING FIRM, INC.

A handwritten signature in blue ink, appearing to read "Koby Coulon", is written over a faint, larger version of the signature.

Koby Coulon, PE

Enclosures (1)

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Diamondhead
Contractor: Bottom 2 Top
Engineer: Pickering Firm, Inc
Project/Contract Name: Hilo Street Culvert Replacement

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 26025.01

This final Certificate of Substantial Completion applies to:

- All Work
- The following specified portions of the Work:

January 28, 2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract.

Amendments to Owner's responsibilities:

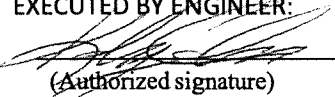
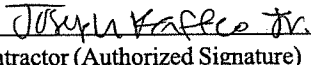
- None
- As follows:

Amendments to Contractor's responsibilities:

- None
- As follows:

The following documents are attached to and made a part of this Certificate: *Punch List*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By:	 (Authorized signature)	By:	_____	By:	
Title:	Civil Engineer	Title:	Owner (Authorized Signature)	Title:	Owner
Date:	01/28/2022	Date:	_____	Date:	2/10/2022

City of Diamondhead, MS; HILO STREET CULVERT REPLACEMENT
Bottom 2 Top Construction, llc. Construction Contract
PUNCH LIST
From Project Walk-Thru; Monday February 7th, 2022

PEOPLE/COMPANIES PRESENT FOR PROJECT WALK-THRU

Michael Pavlisick	Bottom 2 Top Construction, llc.
Michael Reso	City Manager, Diamondhead
Stanley Bychruch	Public Works, Diamondhead
Koby Coulon	Pickering Firm, Inc.
Ron Ellis	Pickering Firm, Inc.

General:

1. Complete all work for Item No. 21. Asphalt Cart Path Repair (4" depth-9.5 MM MT S.C.) including adjacent curb repair.
2. Project will be closed out with a few areas of grassing are not completely established. Contractor shall provide a letter confirming their intent to honor establishing vegetation during the warranty period.
3. Backfill, regrade, and stabilize with Erosion Control Blanket - sink holes along the North side of existing ditch that was graded for positive drainage at Station 10+00 to 10+98.04 along project alignment.
4. Water sprinkler on Lot 131B-0-01-185.000 Patsy Ledford Trustee was removed and capped. Verify acceptance.
5. Fill, grade, restabilize, and sod washout beneath sod around the NW - end of Bid Item 25. Reinf. Concrete Headwall located at Station 10+98.04 along project alignment.
6. Fill, grade, and restabilize with erosion-control blanket/sod washout besides Bid Item 24. Cast in Place 5' x 8' Yard Inlet/ Conflict Box. Located at Station 12+76.27± along project alignment.
7. Add 200-lb Rip-Rap to stabilize the SE corner against the existing headwall of the existing ditch that was regraded from invert to top of bank located at Station 15+15.44 along project alignment.

WORK ASSIGNMENT

WORK ASSIGNMENT NO. _____

PROJECT NUMBER: 26071.00; Kolo Ct Ditch Improvements

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

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

See ‘Attachment A – Scope of Services’

WORK ASSIGNMENT TERM

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

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 zero percent (0%).

KEY PERSONNEL

CITY PROJECT MANAGER:

Mike Reso _____

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

Cara Wagner, PE (MS #26030)

PROGRESS SCHEDULE

Applications, meetings, and other items requested by the client will be prepared and submitted in a timely fashion following client request.

MAXIMUM ALLOWABLE COST

Contract Maximums:

Under no circumstances shall the amount payable by the City for this assignment exceed **\$28,900** (Total of all Charges exclusive of easement plats to be paid on a per each basis) plus the cumulative fee for Easement Plats as referenced below, 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	Wetland Delineation	\$ 4,000
II	Wetland Permitting Assistance	\$ 6,000
III	Engineering Design	\$4,900
IV	Project Bidding	\$4,000
V	Construction Engineering and Inspection	\$10,000

Table 2: Compensation for Easement Plats

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
VI	Easement Plats*	\$ 2,000 (Per Each)

*Easement Plat Fee shown is a “per each” fee. Based on GIS data, approximately 4 of these may be required for a total fee of \$8,000. Actual number of easements will be determined during design. Easement work will not begin without prior consent from the City.

Table 3: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE
	Principal Engineer (P.E.)	\$ 162
	Senior P.E. (licensed > 10 yr)	\$145
	Senior P.E. (licensed >5, <10 yr)	\$125
	Professional Engineer	\$ 105
	Senior Project Manager (min. 15 yr Experience)	\$115
	Project Engineer	\$ 95
	Professional Land Surveyor	\$98
	Survey Crew Chief	\$68
	Instrumental Person	\$41
	Senior CAD Technician (15+ yr of Experience)	\$90
	Senior CAD Technician (min. 15 yr Experience)	\$80
	CAD Technician	\$70
	Clerical	\$50
	Senior Administration (15yr + Experience)	\$80
	Resident Project Representative	\$ 75
	Engineering/Specification Technician	\$ 65
	Student Intern/Co-op	\$40
	Scientist	\$85
	Biologist	\$115
	1 man GPS Survey Crew	\$150
	2 man GPS Survey Crew	\$175
	Drone (minimum charge, up to half day)	\$350
	Drone (more than half day to all day)	\$475

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 23st day of February, 2022.

Pickering Firm, Inc.

ATTEST: Payton A. Billingsley
Payton Billingsley, EI

Cara Wagner
By: Cara Wagner, PE

General Project Description

In general, the Engineer will perform wetland delineation, environmental permitting, preparation of easement plats, engineering design (including production of construction documents), bid phase, and construction engineering and inspection services relative to the rehabilitation of existing ditch between the manhole southwest of Lono PI and the second manhole west of there (approximately 135 linear feet). Riprap will be utilized for approximately 135 linear feet between existing sewer manholes. Grouted riprap will be considered in areas.

Items not specifically outlined below are excluded from this proposal; subsequent services may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

Phase I – Wetland Delineation (\$4,000)

We understand the project to consist of a Wetland Delineation and a submittal of a Joint Permit Application and Notification to the Mississippi Department of Marine Resources (DMR) and the United States Army Corps of Engineers (USACE), in accordance with Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act, for the proposed Kolo Ct Ditch Improvements and Culvert Replacement project.

For the delineation, the Engineer will perform the following:

- Mobilization to the site;
- Traversal of the project area and immediately surrounding areas;
- Establishment of representative sampling locations;
- Observation and identification of vegetation, soils, and hydrologic conditions at each sampling location;
- Record field data including photographs of site conditions and sampling locations;
- Identification of portions of the site qualifying as potential “waters of the U.S.”, if present;
- Locating, flagging, and mapping of wetland boundaries, if present; and
- Mapping of the sampling locations and potential wetland boundaries using mobile GPS unit capable of sub-meter accuracy.

Upon completion of the field activities, we will submit our request for a jurisdictional determination (JD) from the USACE, Mobile District. This scope of work will be guided by Section 404 of the Clean Water Act.

Phase II – Wetland Permitting Assistance (\$6,000)

For the permitting phase, the Engineer will perform the following:

- Obtain and review any Environmental Assessments or other environmental studies that have been conducted in the project area.
- Provide a written report documenting potential impacts to wetlands and “other waters of the U.S.”

- Solicit written correspondence from Federal, State, and Local resource agencies, as necessary, regarding proposed Project.
- Consult with the US Army Corps of Engineers, Department of Marine Resources, the Mississippi Department of Environmental Quality, and the US Fish and Wildlife Service.
- Consult with the Mississippi Secretary of State.
- Submit a Section 10/Section 404 Joint Permit Application and Notification to the Department of Marine Resources and the US Army Corps of Engineers.
- Provide permitting assistance, as required, to obtain the necessary permits for the construction phase of the project.

The following is specifically excluded from the aforementioned Scope of Work for this task order. However, these items can be provided, if necessary, with a revision to the Scope of Work and fees. If the Client requests that any of these services be performed by the Consultant, then the Client will pay the Consultant for these authorized additional services on the basis of a negotiated lump sum fee or on the basis of the hourly rates plus reimbursable expenses.

1. Mitigation Plan

- Wetland mitigation assessment and planning for “other waters of the U.S.” are not included in this proposal
- Wetland Acreage/Stream mitigation credits to be purchased are unknown at this time

2. A cultural resources survey and threatened and endangered species survey could be required by the US Army Corps of Engineers prior to Section 404 permit authorization.

Phase III – Engineering Design (\$4,900)

Utilizing information acquired in previous phases and per any other deliverable subject to any CLIENT-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from CLIENT, for the general scope of work described above, the Engineer shall:

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

documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the CLIENT.

Phase IV – Bidding Phase (\$4,000)

After acceptance by CLIENT of the final bidding documents prepared in Phase II and the final Opinion of Probable Construction Cost, and upon written authorization by the CLIENT to proceed, Engineer shall:

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

Phase V – Construction Phase (including RPR) (\$10,000)

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR, as needed, at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
 3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory, where necessary

4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Engineer will make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between CLIENT and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of

Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
15. *Contractor's Completion Documents:* Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 10 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 11 above.
 16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of CLIENT, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
 17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract. For purposes of this proposal, a construction phase of not more than 30 days was assumed.

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

Phase VI – Easement Plats (\$2,000 Per Each)

At the City’s discretion, legal description and plat for easements needed will be provided. This will include setting rods at the easement corner.

Additional Services

Any service not specifically outlined above is excluded from Pickering Firm, Inc.’s scope of work. In the event you request additional services over and above the subject scope of work, we will perform said additional services under a new work assignment or an amendment to this work assignment. Additional Services may include, but are not limited to: preparation of right-of-way or easement acquisition documents, environmental assessments, project permitting, engineering design of proposed improvements not outlined above.

February 23, 2022

Michael Reso
City of Diamondhead

RE: City of Diamondhead City Hall Parking Lot – Change Order #2
Moran Hauling Inc.
Diamondhead, MS

Dear Mr. Reso:

Attached you will find Change Order No. 2 for City of Diamondhead City Hall Parking Lot from Moran Hauling Inc. This change is to replace the failing base in the parking area that was milled as part of Change Order #1. The total increase is **\$27,688.50**. The contractor has given a credit for the portion of work that was approved in Change Order #1, and not completed due to the issues of the failing sub-grade. Please see attached for the cost associated with proposed changes.


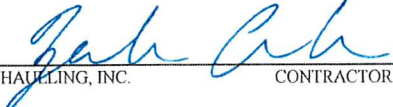
Additionally, Moran Hauling has asked for an additional 15 days to complete this work. The new contract completion date is April 7, 2022.

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

Respectfully submitted,
MACHADO | PATANO, PLLC



Gerrod W. Kilpatrick, P.E.
Machado | Patano

CONTRACT CHANGE ORDER NO.2					
OWNER:		CITY OF DIAMONDHEAD			
CONTRACTOR		MORAN HAULING, INC.			
PROJECT NAME:		CITY HALL PARKING LOT			
CONTRACT NUMBER:					
REASON FOR CHANGE:		FAILING BASE IN PARKING LOT (CHANGE ORDER 1 AREA)			
You are Hereby Requested to Comply with the Following Changes to the Contract Plans, Specifications and Contract Documents:					
DEDUCTIONS				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
CO#1	Asphalt Credit	1	LS	\$ (5,516.00)	\$ (5,516.00)
TOTAL DEDUCTIONS =				\$	(5,516.00)
ADDITIONS				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
	Removal of Pavement	686	SY	\$ 6.50	\$ 4,459.00
	Unclassified Excavation	114	CY	\$ 6.50	\$ 741.00
	Mirafi 140N Geotextile Fabric	686	SY	\$ 2.50	\$ 1,715.00
	"610" Crushed Aggregate Base	160	CY	\$ 69.00	\$ 11,040.00
	Asphalt Binder Course	77	Tons	\$ 96.00	\$ 7,392.00
	Asphlat Surface Course	77	Tons	\$ 98.50	\$ 7,584.50
	Sodding	42	SY	\$ 6.50	\$ 273.00
TOTAL ADDITIONS =				\$	33,204.50
TOTAL DEDUCTIONS =				\$	(5,516.00)
TOTAL ADDITIONS =				\$	33,204.50
NET RESULT =					27,688.50
ORIGINAL CONTRACT AMOUNT:					\$ 197,872.25
TOTAL CONTRACT CHANGES TO DATE:					\$ 47,737.04
CURRENT CONTRACT AMOUNT:					\$ 245,609.29
THIS CONTRACT CHANGE:					\$ 27,688.50
REVISED CONTRACT AMOUNT:					\$ 273,297.79
CURRENT CONTRACT COMPLETION DATE:					3/23/2022
TIME EXTENSION REQUIRED BY CHANGE:					15
REVISED CONTRACT COMPLETION DATE:					4/7/2022
NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.					
RECOMMENDED BY:	 MACHADO PATANO, PLLC ENGINEER			2/23/22 DATE	
ACCEPTED BY:	 MORAN HAULING, INC. CONTRACTOR			2/23/22 DATE	
APPROVED BY:	CITY OF DIAMONDHEAD, OWNER			DATE	

MORAN HAULING, INC.

10380 Three Rivers Rd Gulfport, MS 39503 Office: (228) 206-1850

February 23, 2022

Proposal for: **Diamondhead City Hall**

ATTN: **Gerrod Kilpatrick**

Prices are good for (30) days from bid date.

Proposal includes all labor, equipment, mobilization.

Exclusions: Bonding, Layout, Testing, Traffic Control, Permits, Taxes, Dewatering, Dust Control, and Tapping Fees.

Pricing for the following scopes:

Remove the existing failing base course of asphalt in the East parking area. Remove 6" of failed subgrade material, install Geotextile fabric, and install 6" of new Crushed Aggregate Base Course. Install new asphalt base course and surface course. Estimated quantities are as follows:

Removal of Pavement	686 SY	\$6.50 SY	\$4,459.00
Unclassified Excavation	114 CY	\$6.50 CY	\$741.00
Mirafi 140N Geotextile Fabric	686 SY	\$2.50 SY	\$1,715.00
Crushed Aggregate Base Course	160 CY	\$69.00 CY	\$11,040.00
Asphalt Binder Course	77 TONS	\$96.00 TON	\$7,392.00
Asphalt Surface Course	77 TONS	\$98.50 TON	\$7,584.50
Sodding	42 SY	\$6.50 SY	\$273.00
		Sub Total	\$32,931.50
CO#1 Credit			-\$5,516.00
		Total	\$27,415.50

*Bid as per civil plans and specs only. Any changes in scope will be re-priced.

* Graded to within 1/10 tolerance

** All quantities are approximate. Unit prices will be honored if actual quantities vary from quoted amount.

We appreciate the opportunity



Zach Anderson
Vice President

Accepted by: _____

Signature: _____

* Graded to within 1/10 tolerance

** All quantities are approximate. Unit prices will be honored if actual quantities vary from quoted amount.

February 23, 2022

Michael Reso
City of Diamondhead

RE: City of Diamondhead City Hall Parking Lot – Pay Application No. 3
Moran Hauling Inc.
Diamondhead, MS

Dear Mr. Reso:

Attached you will find Pay Application No. 3 for City of Diamondhead City Hall Parking Lot from Moran Hauling Inc. I have reviewed the progress of the construction and find it to be consistent with what has been requested in the application. I recommend payment be made to Moran Hauling Inc. in the amount of \$41,021.24.

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

Respectfully submitted,
MACHADO | PATANO, PLLC



Gerrod W. Kilpatrick, P.E.
Machado | Patano

Attachments: Pay Application No. 3

<p>Item No. 16.</p> <p>City of Diamondhead 4000 Diamondhead Circle Diamondhead, MS 39525</p>	<p>PROJECT: City of Diamondhead Parking Lot RFP 2021-004</p>
<p>FROM CONTRACTOR: Moran Hauling Inc. 10380 Three Rivers Rd Gulfport, MS 39503</p>	<p>VIA ARCHITECT: Machado Patano, PLLC 918 Howard Ave., Suite F Biloxi, MS 39530</p>
<p>CONTRACTOR'S APPLICATION FOR PAYMENT</p>	

<p>1. ORIGINAL CONTRACT SUM \$ 197,872.25</p> <p>2. Net change by Change Orders \$ 47,737.04</p> <p>3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 245,609.29</p> <p>4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 146,293.75</p> <p>5. RETAINAGE:</p> <p style="margin-left: 20px;">a. <u>5</u> % of Completed Work \$ 7,314.69 (Column D + E on G703)</p> <p style="margin-left: 20px;">b. <u>5</u> % of Stored Material \$ 0 (Column F on G703)</p> <p style="margin-left: 40px;">Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 7,314.69</p> <p>6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 138,979.06</p> <p>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 97,957.83</p> <p>8. CURRENT PAYMENT DUE \$ <u>41,021.24</u></p> <p>9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 106,650.23</p>	<p>APPLICATION NO: 3</p> <p>PERIOD TO: 2/23/2022</p> <p>PROJECT NOS: MP 0275.20.003</p> <p>CONTRACT DATE: 9/14/2021</p>
--	---

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: John L. Lill Date: 9/23/22
 By: Mississippi Harrison
Dawelle Rigus



GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed and 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 \$ 41,021.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$47,737.04	
Total approved this Month	\$47,737.04	
TOTALS	\$47,737.04	\$0.00
NET CHANGES by Change Order	\$47,737.04	

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

GENERAL CONTRACTOR: Esimer.

By: Paul Hill Date: 9/23/22

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.

CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

Application No. 16.

ent G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

signed certification is attached.

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

APPLICATION NO: 3
 APPLICATION DATE: 2/23/2022
 PERIOD TO: 2/23/2022
 ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	D WORK VALUE COMPLETED FROM PREVIOUS APPLICATION		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed Previous App	Completed this App					
BASE BID ITEMS												
1	Mobilization	1	LS	\$15,900.00	\$15,900.00	0	0	\$0.00		\$15,900.00	\$0.00	\$397.50
2	Saw Cutting	245	LF	\$10.00	\$2,450.00	245	0	\$0.00		\$2,450.00	\$0.00	\$122.50
3	Removal of Pavement	1,225	SY	\$6.50	\$7,962.50	1,225	0	\$0.00		\$7,962.50	\$0.00	\$398.13
5	Removal of Obstructions	10	CY	\$100.00	\$1,000.00	10	0	\$0.00		\$1,000.00	\$0.00	\$50.00
7	Temporary Silt Fence	600	LF	\$3.75	\$2,250.00	600	0	\$0.00		\$2,250.00	\$0.00	\$112.50
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00		\$0.00	\$150.00	\$0.00
9	Unclassified Excavation	1,000	CY	\$6.50	\$6,500.00	1,000	0	\$0.00		\$6,500.00	\$0.00	\$325.00
10	Import Fill Material	500	CY	\$10.00	\$5,000.00	500	0	\$0.00		\$5,000.00	\$0.00	\$250.00
11	Hot Bituminous Pavement, Binder Course	115	TON	\$96.00	\$11,040.00	0	0	\$0.00		\$0.00	\$11,040.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	115	TON	\$98.50	\$11,327.50	0	0	\$0.00		\$0.00	\$11,327.50	\$0.00
13	610 Curshed Aggregate Base Course	225	CY	\$69.00	\$15,525.00	225	0	\$0.00		\$15,525.00	\$0.00	\$77.25
14	White Parking Striping	600	LF	\$1.50	\$900.00	0	0	\$0.00		\$0.00	\$900.00	\$0.00
15	Blue Parking Striping	300	LF	\$1.50	\$450.00	0	0	\$0.00		\$0.00	\$450.00	\$0.00
16	Concrete Wheel Stops	27	EA	\$150.00	\$4,050.00	0	0	\$0.00		\$0.00	\$4,050.00	\$0.00
18	Concrete Sidewalk	70	SY	\$80.00	\$5,600.00	70	0	\$0.00		\$5,600.00	\$0.00	\$280.00
19	Truncated Dome Detectable Warning	2	EA	\$360.00	\$720.00	2	0	\$0.00		\$720.00	\$0.00	\$36.00
20	Combination Curb and Gutter	60	LF	\$26.25	\$1,575.00	60	0	\$0.00		\$1,575.00	\$0.00	\$78.75
22	Handicap Signage	4	EA	\$325.00	\$1,300.00	0	0	\$0.00		\$0.00	\$1,300.00	\$0.00
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00		\$0.00	\$100.00	\$0.00
24	Solid Sodding, Centipede	2,050	SY	\$6.50	\$13,325.00	0	1,845	\$11,992.50		\$11,992.50	\$1,332.50	\$599.63
25	Topsoil	200	CY	\$10.00	\$2,000.00	0	0	\$0.00		\$0.00	\$2,000.00	\$0.00
ADDITIVE ALTERNATE NO. 1												
2	Saw Cutting	70	LF	\$10.00	\$700.00	70	0	\$0.00		\$700.00	\$0.00	\$35.00
3	Removal of Pavement	440	SY	\$6.50	\$2,860.00	440	0	\$0.00		\$2,860.00	\$0.00	\$143.00
4	Removal of Curb	80	LF	\$20.00	\$1,600.00	80	0	\$0.00		\$1,600.00	\$0.00	\$80.00
6	Milling of Pavement	315	SY	\$10.00	\$3,150.00	0	0	\$0.00		\$0.00	\$3,150.00	\$0.00
7	Temporary Silt Fence	550	LF	\$3.75	\$2,062.50	550	0	\$0.00		\$2,062.50	\$0.00	\$103.13
8	Temporary Inlet Protection	1	EA	\$150.00	\$150.00	0	0	\$0.00		\$0.00	\$150.00	\$0.00
9	Unclassified Excavation	400	CY	\$6.50	\$2,600.00	400	0	\$0.00		\$2,600.00	\$0.00	\$130.00
10	Import Fill Material	200	CY	\$10.00	\$2,000.00	200	0	\$0.00		\$2,000.00	\$0.00	\$100.00
11	Hot Bituminous Pavement, Binder Course	85	TON	\$96.00	\$8,160.00	0	0	\$0.00		\$0.00	\$8,160.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	50	TON	\$98.50	\$4,925.00	0	0	\$0.00		\$0.00	\$4,925.00	\$0.00
13	610 Curshed Aggregate Base Course	100	CY	\$69.00	\$6,900.00	100	0	\$0.00		\$6,900.00	\$0.00	\$345.00
14	White Parking Striping	450	LF	\$1.50	\$675.00	0	0	\$0.00		\$0.00	\$675.00	\$0.00
15	Blue Parking Striping	225	LF	\$3.00	\$675.00	0	0	\$0.00		\$0.00	\$675.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

Application No. 3
 Application Date: 2/23/2022
 Period To: 2/23/2022
 Architects Project No: MP 02/15.20.003

Application No: 3
 Application Date: 2/23/2022
 Period To: 2/23/2022
 Architects Project No: MP 02/15.20.003

Application No: 3
 Application Date: 2/23/2022
 Period To: 2/23/2022
 Architects Project No: MP 02/15.20.003

A NO.	B DESCRIPTION OF WORK	C Units	D Units of Measure	E Unit Price	F SCHEDULED VALUE	G Total work in units		H WORK VALUE FROM PREVIOUS APPLICATION	I THIS PERIOD	J MATERIALS PRESENTLY STORED (NOT IN D OR E)	K TOTAL COMPLETED AND STORED TO DATE (D+E+F)	L % (G+C)	M BALANCE TO FINISH (C-G)	N RETAINAGE (IF VARIABLE RATE)
						Completed Previous App	Completed this App							
ADDITIVE ALTERNATE NO. 2														
2	Saw Cutting	120	LF	\$10.00	\$1,200.00	120	0	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$60.00
3	Removal of Pavement	100	SY	\$6.50	\$650.00	0	0	\$0.00	\$0.00		\$650.00	0.00%	\$650.00	\$0.00
11	Hot Bituminous Pavement, Binder Course	3	TON	\$240.00	\$720.00	0	0	\$0.00	\$0.00		\$720.00	0.00%	\$720.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	3	TON	\$240.00	\$720.00	0	0	\$0.00	\$0.00		\$720.00	0.00%	\$720.00	\$0.00
13	610 Curshed Aggregate Base Course	9	CY	\$69.00	\$621.00	9	0	\$621.00	\$0.00		\$621.00	100.00%	\$0.00	\$0.00
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00		\$90.00	0.00%	\$90.00	\$0.00
20	Combination Curb and Gutter	90	LF	\$25.25	\$2,272.50	0	0	\$0.00	\$2,272.50		\$2,272.50	100.00%	\$100.00	\$113.63
23	Directional Signage	1	LS	\$100.00	\$100.00	0	0	\$0.00	\$0.00		\$100.00	0.00%	\$100.00	\$0.00
24	Solid Sodding, Centipede	40	SY	\$6.50	\$260.00	0	0	\$0.00	\$234.00		\$234.00	90.00%	\$26.00	\$11.70
25	Topsoil	3	CY	\$10.00	\$30.00	0	0	\$0.00	\$0.00		\$30.00	0.00%	\$30.00	\$0.00
ADDITIVE ALTERNATE NO. 3														
2	Saw Cutting	50	LF	\$10.00	\$500.00	50	0	\$500.00	\$0.00		\$500.00	100.00%	\$0.00	\$25.00
3	Removal of Pavement	350	SY	\$6.50	\$2,275.00	350	0	\$2,275.00	\$0.00		\$2,275.00	100.00%	\$0.00	\$113.75
4	Removal of Curb	240	LF	\$20.00	\$4,800.00	170	0	\$3,400.00	\$0.00		\$3,400.00	70.83%	\$1,400.00	\$170.00
7	Temporary Silt Fence	170	LF	\$3.75	\$637.50	0	0	\$0.00	\$0.00		\$637.50	0.00%	\$637.50	\$0.00
11	Hot Bituminous Pavement, Binder Course	4	TON	\$240.00	\$960.00	0	0	\$0.00	\$0.00		\$960.00	0.00%	\$960.00	\$0.00
12	Hot Bituminous Pavement, Surface Course	4	TON	\$240.00	\$960.00	30	0	\$7,200.00	\$0.00		\$7,200.00	750.00%	(\$6,240.00)	\$360.00
13	610 Curshed Aggregate Base Course	30	CY	\$69.00	\$2,070.00	0	0	\$0.00	\$0.00		\$2,070.00	0.00%	\$2,070.00	\$0.00
14	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00		\$90.00	0.00%	\$90.00	\$0.00
16	Concrete Wheelstops	2	EA	\$150.00	\$300.00	0	0	\$0.00	\$0.00		\$300.00	0.00%	\$300.00	\$0.00
17	Concrete Pavement	100	SY	\$90.00	\$9,000.00	89	0	\$8,010.00	\$0.00		\$8,010.00	89.00%	\$990.00	\$400.50
24	Solid Sodding, Centipede	770	SY	\$6.50	\$5,005.00	0	0	\$0.00	\$5,005.00		\$5,005.00	100.00%	\$0.00	\$250.25
25	Topsoil	55	CY	\$10.00	\$550.00	0	0	\$0.00	\$0.00		\$550.00	0.00%	\$550.00	\$0.00
Change Order 1														
	Milling and Overlay of Existing Asphalt	1,335	SY	\$20.40	\$27,234.00	0	0	\$0.00	\$0.00		\$27,234.00	0.00%	\$27,234.00	\$0.00
	Temp				\$637.50	0	0	\$0.00	\$0.00		\$637.50	0.00%	\$637.50	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

3 PAGE OF PAGES 3

Item No. 16.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
 APPLICATION DATE: 2/23/2022
 PERIOD TO: 2/23/2022
 ARCHITECT'S PROJECT NO: MP 0275.20.003

A NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	Total work in units		D WORK VALUE COMPLETED FROM PREVIOUS APPLICATION	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed Previous App	Completed this App							
	610 Crushed Aggregate Base Course	30.66	CY	\$69.00	\$2,115.54	0	0	\$0.00	\$0.00		\$146,293.75	0.00%	\$99,315.54	\$7,314.69
	Concrete Pavement	184	SY	\$90.00	\$16,560.00	0	184	\$0.00	\$16,560.00		\$146,293.75	100.00%	\$2,115.54	\$0.00
	Concrete Wheelstops	2	EA	\$150.00	\$300.00	0	0	\$0.00	\$0.00		\$146,293.75	0.00%	\$300.00	\$828.00
	White Parking Striping	60	LF	\$1.50	\$90.00	0	0	\$0.00	\$0.00		\$146,293.75	0.00%	\$90.00	\$0.00
	Wire Reinforcement	1	LS	\$800.00	\$800.00	0	1	\$0.00	\$800.00		\$146,293.75	100.00%	\$0.00	\$40.00
	TOTAL				\$245,609.29			\$106,206.00	\$40,087.75		\$146,293.75		\$99,315.54	\$7,314.69

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

EXHIBIT "C"

WORK ASSIGNMENT

WORK ASSIGNMENT NO 2
(Diamondhead Park Professional Services)

PROJECT NUMBER: - _____

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Machado Patano, PLLC on October 29th, 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

The Scope of Work is as follows: The scope of work will be in accordance with Machado Patano proposal dated 1.11.22 Diamondhead Park, Rev.3.

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.

DBEGOAL

The DBE goal established for this Work Assignment shall be N/A %

KEYPERSONNEL

Principal in Charge
Sr. Professional Engineer
Project Manager
Project Manager

Gerrod Kilpatrick, P.E.
Nick Moody, P.E.
Bradford Jones, AIA
Fernanda Silva, AIA

PROGRESS SCHEDULE

M | P will complete this scope of work within 10 working days from the Notice to Proceed

MAXIMUM ALLOWABLE COST

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$ 27,500 (Total of all Charges) without the prior written consent of both parties. See attached labor estimate. 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
Gerrod Kilpatrick, P.E.	Principal Engineer	\$162
Brad Jones, AIA	Principal Architect	\$145
Fernanda Silva, AIA	Principal Architect	\$145
Nick Moody, P.E.	Sr. Professional Engineer (Civil)	\$145
Tyler Able	Project Engineer (Mechanical)	\$95
Jason Polite, EI	Project Engineer (Civil)	\$95
Kenneth Beverin	Project Engineer (Electrical)	\$95
Vanessa Hemingway, AIA	Project Architect	\$95

Both parties hereto represent that they have authority to enter into Work Assignment No. 2, 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

By; _____

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

By:



Gerrod Kilpatrick, P.E.,

ATTEST:



January 11, 2022

Mr. Michael Reso
City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

VIA EMAIL: mreso@diamondhead.ms.gov

RE: Diamondhead Park
Diamondhead, MS 39525

Michael:

Per your request and our recent conversations, we are pleased to provide you with a proposal for professional services for the above referenced project. This proposal is for full architectural & engineering services associated with a new Park in Diamondhead (See attached Site Plan). M | P will work with and coordinate with the City of Diamondhead on this project. M | P understands the city budget for this project is \$200,000 and will work to keep the project cost within budget. We have prepared a scope of work and fee proposal for your review. Please see below:

I. SCOPE OF WORK

Task 1 –Architectural & Engineering Services

a.) Architectural Services

M | P will provide architectural services for the above referenced project. The scope of the architectural services will be limited to a new entry “dog house” building with a single handicap accessible restroom.

M | P will provide a full construction estimate prior to construction to insure the City has the necessary funds available prior to public bidding.

b.) Civil Engineering Services

M | P will provide civil engineering services for the above referenced project. It is our understanding that a survey is being performed by others and will be provided as a basis for the design. The provided survey will include both boundary and topographic information. The civil design will include the following:

- Civil Site Layout
- Civil Utility Plans including water, sewer, drainage
- Civil Grading Plan
- Synthetic Turf Design/Layout

- Timber pier Design
- Parking Lot Design
- Design Specifications and Details

a) Electrical Engineering

Provide electrical design drawings to be used as construction documents. The scope of the electrical design will include: Parking lot lighting, convenience receptacles on site, and electrical design for building as required. It is assumed that the local utility provider will provide site lighting for the dog park.

Task 2: Bid and Construction Phase Services

1. M|P will prepare the necessary plans and specifications necessary to bid the project.
2. M|P will prepare the advertisement for submission to contractors, and will attend the pre-bid meeting (if necessary).
3. M|P will receive the bids, prepare certified bid tabulation, and make a recommendation of award to the Client.
4. M|P will review and approve all construction product submittals from the Contractor.
5. M|P will field and respond to construction “Request for Information” from Contractor.
6. M|P will review all applications for payment and provide approval.
7. M|P will perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor. One to Two Site inspections will be performed per week at a minimum of 2 hours per visit during the duration of the Construction. It is anticipated that the construction duration will be 150 days. Inspection logs will be prepared, including photographs, and will be provided to the Client. MP will utilize the Procore software platform to perfume all Construction Administration services
8. M|P will perform one (1) substantial completion inspection and provide a punch list for work items to the Contractor.
9. M|P will perform one (1) final inspection at the completion of the punch list items by the Contractor.

II. DESIGN FEE PROPOSAL

Task 1 A/E Services	
Architectural Services	= \$5,000
Civil Engineering	= \$10,000
Electrical Engineering	= \$5,000
Task 2 ** Bidding & Construction Phase Services (Not to exceed)	= \$7,500
Total Fee	\$ 27,500

*** Bid and CA services will be billed hourly with a NTE based on attached rate schedule*

III. ASSUMPTIONS

- Professional will provide Adobe PDF files to the Client.
- Survey will be provided in ACAD format prior to proceeding
- Site lighting will be provided by others
- Owner to provide approved concept plan prior to final design proceeding.

IV. EXCLUSIONS (available at additional cost or at M|P Standard Hourly and Reimbursement Schedule)

- Printing of documents (other than that stated in the assumptions)
- Shipping cost
- DMR or USCOE 404 Wetland Permitting
- Mechanical Engineering
- Landscape Architecture Design
- Irrigation Design
- Structural Engineering Design
- Permitting Fees

We appreciate the opportunity to provide our services and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,
Machado | Patano, PLLC
M|P Design Group, PLLC



Gerrod Kilpatrick, P.E.
Principal

The Terms and Conditions of this agreement are accepted this _____ day of _____, 2022

Signature

Printed or typed name

_____ Title _____ Date



Utility Tractors & Mowers - 031121
 CE and AG - 040319
 Utility Vehicles 122220
 Arkansas 4600041718
 Delaware 688-21673
 Mississippi (CE Only) 8200056371
 Mississippi 8200055841

ZD1211R-3-60R WEB QUOTE #2287157

Date: 2/24/2022 12:58:48 PM

- Customer Information -

McCraw, Jon

CITY OF DIAMONDHEAD

jmccraw@diamondhead.ms.gov

228-222-4626

Item No. 18.

Quote Provided By
 LEE TRACTOR CO. OF MISS., INC.
 WILLIAM HARDY
 12306 NORTH OAKLAWN LANE
 BILOXI, MS 39532
 email: lori@leetractor.net
 phone: 2286691678

-- Standard Features --

-- Custom Options --



ZD1200 Series ZD1211R-3-60R
 *** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
 D1105
 24.8 Gross HP @ 3000 rpm
 68.5 cu. in. Displacement
 12v 430 Amp Hr. Battery
 14 Amps Charging Output

TRANSMISSION

Hydrostatic Drive
 (2) HST w/Gear Reduction
 Brake - Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
 Hydraulically Damped,
 Adjustable

POWER TAKE OFF

Hydraulic Independent PTO
 Shaft Drive Mower Deck
 Wet Disk Clutch

FLUID CAPACITY

Fuel Tank 13.1 gal
 Engine Coolant w/ Recovery
 tank 3.96 qts
 Crankcase w/ Filter 4.1 qts
 Transmission Case and Axle
 Gear 12.8 qts

^ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
 Rear 26 x 12.0 - 16 Turf, Low Profile

SAFETY EQUIPMENT

Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS
 Seat Safty Switch

DIMENSIONS

Height 78.7"
 Length 89.0"
 Width Overall 63.0"
 Wheelbase 56.7"

OPERATING FEATURES

Zero Turn Radius
 Adj. Front Axle: Rigid/Oscillating
 Dual Element Air Filter
 Deluxe Suspension Seat w/
 Kubota Exclusive Seat Design
 Hands-free Hydraulic Deck Lift
 Hands-free Parking Brake
 Cup Holder

REAR DISCHARGE MOWER

60" and 72" Kubota PRO Deck
 5.5" Deep Deck
 1-5" Cut Height, Adjustable
 1/4" Increments
 3 Blades
 Bolt-on Skid Bars

ZD1211R-3-60R Base Price: \$18,399.00
Configured Price: \$18,399.00
 Sourcewell Discount: (\$4,047.78)
SUBTOTAL: \$14,351.22
 Dealer Assembly: \$0.00
 Freight Cost: \$210.00
 PDI: \$250.00

Total Unit Price: \$14,811.22
 Quantity Ordered: 2
 Final Sales Price: \$29,622.44

**Purchase Order Must Reflect
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting
 dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

Covington Civil & Environmental, LLC

2510 14th Street, Suite 1010
 Gulfport, MS 39501
 228-396-0486
 228-396-0487 fax

Invoice

Invoice #: 16175.08-27
 Invoice Date: 1/31/2022
 Due Date: 3/2/2022
 Project: WA #13 - Turnberry Det...
 P.O. Number: 2022-0556
 Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Turnberry Detention Pond Design PO #2022-0555 Requisition #R-04403 Services Provided 12/01/21 - 12/31/21			
Task 1: Survey and Data Collection	0.95	10,700.00	10,165.00
Task 2: Geotechnical Investigations and Analysis	0.05	15,800.00	790.00
Task 3: Permitting	0	14,900.00	0.00
Task 4: Design Plans and Specifications	0.025	39,500.00	987.50
Task 5: Bidding	0	6,000.00	0.00

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

Total	\$11,942.50
Payments/Credits	\$0.00
Balance Due	\$11,942.50



Covington Civil & Environmental, LLC
 2510 14th Street, Suite 1010
 Gulfport, MS 39501
 228-396-0486

Project Title		Turnberry Detention Pond Design			
Project Number		16175.08			
Invoice #		16175.08-27			
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Balance Remaining	Percentage Complete
Task 1: Survey and Data Collection	\$ 10,700.00	\$ 535.00	\$ 10,165.00	\$ -	100.00%
Task 2: Geotechnical Investigations and Analysis	\$ 15,800.00	\$ -	\$ 790.00	\$ 15,010.00	5.00%
Task 3: Permitting	\$ 14,900.00	\$ 6,705.00	\$ -	\$ 8,195.00	45.00%
Task 4: Design Plans and Specifications	\$ 39,500.00	\$ 2,370.00	\$ 987.50	\$ 36,142.50	8.50%
Task 5: Bidding	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	0.00%
Total	\$ 86,900.00	\$ 9,610.00	\$ 11,942.50	\$ 65,347.50	25%

Covington Civil & Environmental, LLC

2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486
228-396-0487 fax

Invoice

Invoice #: 16175.08-26
Invoice Date: 1/31/2022
Due Date: 3/2/2022
Project: WA #12 - Stormwater M...
P.O. Number: 2022-0556
Terms: Net 30

Bill To: [Redacted]

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Professional Engineering Fees Stormwater Master Plan - Watershed A Phase II PO #2022-0556 Requisition #R-04404 Services Provided 12/01/21 - 12/31/21			
Stormwater Master Plan - Watershed A Phase II	0.05	98,120.00	4,906.00

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

Total	\$4,906.00
Payments/Credits	\$0.00
Balance Due	\$4,906.00

Covington Civil & Environmental,
 2510 14th Street, Suite 1010
 Gulfport, MS 39501
 228-396-0486
 228-396-0487 fax

RECEIVED
 FEB 15 2022
 BY:

Invoice

Invoice #: 16383.08-4
 Invoice Date: 1/31/2022
 Due Date: 3/2/2022
 Project: 16383.08 Commercial Di...
 P.O. Number:
 Terms: Net 30

Bill To:

City of Diamondhead

Description	Hours/Qty	Rate	Amount
Commercial District Transformation Project Professional Engineering Services Services Provided 12/01/2021 - 12/31/2021			
Task 3 – Permitting	0.01	15,500.00	155.00
Task 4 - Land Acquisition Support Documents	0.1	60,000.00	6,000.00
Task 5 - Geotechnical Investigations	0	10,500.00	0.00
Task 6 – Roadway Design Plans	0.065	182,000.00	11,830.00
Task 7 - Bidding	0	9,500.00	0.00
Task 8 - Construction Engineering and Inspection	0	245,000.00	0.00

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

Total	\$17,985.00
Payments/Credits	\$0.00
Balance Due	\$17,985.00



Covington Civil & Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501
228-396-0486

RECEIVED
FEB 15 2022
BY:

Project Title Project Number Invoice #	Commercial District Transformation Project					
	16383.08					
	16383.08-4					
Budgeted Tasks	Budget	Previously Billed	Current Invoice	Total Billed to Date	Balance Remaining	Percentage Complete
Task 1 - Topographic and Boundary Surveying	\$ 63,000.00	\$ 63,000.00	\$ -	\$ 63,000.00	\$ -	100.00%
Task 2 - Preliminary Design and Conceptual Roadway Alignment Plan	\$ 34,500.00	\$ 34,500.00	\$ -	\$ 34,500.00	\$ -	100.00%
Task 3 - Permitting	\$ 15,500.00	\$ 10,075.00	\$ 155.00	\$ 10,230.00	\$ 5,270.00	66.00%
Task 4 - Land Acquisition Support Documents	\$ 60,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 54,000.00	10.00%
Task 5 - Geotechnical Investigations	\$ 10,500.00	\$ -	\$ -	\$ -	\$ 10,500.00	0.00%
Task 6 - Roadway Design Plans	\$ 182,000.00	\$ 36,400.00	\$ 11,830.00	\$ 48,230.00	\$ 133,770.00	26.50%
Task 7 - Bidding	\$ 9,500.00	\$ -	\$ -	\$ -	\$ 9,500.00	0.00%
Task 8 - Construction Engineering and Inspection	\$ 245,000.00	\$ -	\$ -	\$ -	\$ 245,000.00	0.00%
Total	\$ 620,000.00	\$ 143,975.00	\$ 17,985.00	\$ 161,960.00	\$ 458,040.00	26%
<p>*Task 8 is based on a 12-month construction schedule. 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 attached rate schedule</p>						

Chiniche Engineering
& Surveying
407 HWY 90
Bay St. Louis, MS
39520



In Item No.20.

Date	2/22/2022
Invoice #	
17-057-133	

228-467-6755

alexa@ijc-eng.com

Bill To

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Project

Bayou Drive Kayak Launch Rev.

Work Assignment Description - Bayou Drive Kayak Launch Improvements
 Total Amount of Work Assignment - \$8,000.00
 Total Previously Paid on Work Assignment - \$0
 Amount of Current Invoice - \$2,001.45
 Remaining Balance to be paid on Work Assignment - \$5,998.55

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS Proj. Eng.	kayak launch modification	10/28/2021	4.5	75.00	337.50
17-057-002 Engineer Intern	kayak launch	10/29/2021	2.5	45.68	114.20
	modifications				
17-057-002 Engineer Intern	kayak launch	11/2/2021	2.5	45.68	114.20
	modifications				
17-057-002 Engineer Intern	project coordination	11/5/2021	2	45.68	91.36
17-057-002 Cad Technician	project updates	11/8/2021	3.5	48.43	169.51
17-057-002 Engineer Intern	project coordination	11/8/2021	2	45.68	91.36
17-057 Dhead MS Proj. Eng.	project coordination	11/9/2021	2	75.00	150.00
17-057-002 Engineer Intern	kayak launch	11/16/2021	2.25	45.68	102.78
17-057-002 Engineer Intern	plan updates	11/29/2021	2	45.68	91.36
17-057-002 Cad Technician	project updates	12/2/2021	4.5	48.43	217.94
17-057-002 Engineer Intern	project coordination	12/3/2021	2	45.68	91.36
17-057-002 Engineer Intern	project coordination	12/9/2021	3.5	45.68	159.88
17-057 Dhead MS Principal	project coordination	1/12/2022	2	135.00	270.00

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$2,001.45

Chiniche Engineering
& Surveying

407 HWY 90
Bay St. Louis, MS
39520

228-467-6755

alexa@jjc-eng.com



In Item No.20.

Date	2/22/2022
Invoice #	
17-057-132	

Bill To

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

Work Assignment Description - Noma Drive Improvements
Total Amount of Work Assignment - \$54,500
Total Previously Paid on Work Assignment - \$11,125.87
Amount of Current Invoice - \$1,853.00
Remaining Balance to be paid on Work Assignment - \$41,521.13

Project

Noma Drive

Item	Description	Serviced	Qty	Rate	Amount
17-057 Dhead MS PLS	Plat and Calcs	11/29/2021	3	80.00	240.00
17-057 Dhead MS PLS	Plat and Calcs	11/30/2021	1	80.00	80.00
17-057 Dhead MS Survey Crew ...	site survey	11/30/2021	4.5	47.00	211.50
17-057 Dhead MS Survey Crew ...	site survey	11/30/2021	4.5	47.00	211.50
17-057 Dhead MS Sen. PM	permit coordination	11/30/2021	1.5	105.00	157.50
17-057 Dhead MS Sen. PM	permit coordination	12/1/2021	1.5	105.00	157.50
17-057 Dhead MS PLS	Plat and Calcs	12/2/2021	1.5	80.00	120.00
17-057 Dhead MS Sen. PM	project coordination	1/11/2022	2	105.00	210.00
17-057 Dhead MS Sen. PM	project coordination	1/13/2022	2	105.00	210.00
17-057 Dhead MS Sen. PM	project coordination	1/24/2022	0.5	105.00	52.50
17-057 Dhead MS Principal	project coordination	2/16/2022	1.5	135.00	202.50

3% Transaction fee for all credit/debit payments.

1% Service Charge on all accounts over 30 days

Balance Due \$1,853.00

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-Amendment

CITY OF DIAMONDHEAD

WORK ASSIGNMENT

East Aloha Improvements

Phase 1

NO 00-008-2021

ENGINEER'S PROJECT NUMBER: - 17-057-008

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 29th day of October 2021.

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

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

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

Construction administration services including part time Resident Project Representative construction observations.

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

Mike Reso, City Manager

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

Jason Chiniche, PE

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 \$ 9,000.00 _____ (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, PE	Principal	162.00
Nancy Hoelzel	Project Engineer	95.00
Tyler Kirby	RPR	75.00

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 INFORMAT

SUPPORTING DATA (Sample Only)

Engineer's Project No _____

Hancock County

<u>Employee and Classification</u>	<u>Rate of Pay</u>	<u>Current Period Hours</u>	<u>Current Period Costs</u>	<u>Previous Period Costs</u>	<u>Cost to Date</u>
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
SUBTOTAL	\$ 0.00/hour	0.00	\$0.00	\$0.00	\$0.00

TOTAL LABOR

Direct Costs

PROJECT TOTAL

Employee and Classification

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 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.

EXHIBIT "H"**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 bone 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

February 23, 2022

Mike Reso
City Project Manager
City of Diamondhead Public Works
5000 Diamondhead Circle
Diamondhead, Ms
Ph: 228-222-4626 Fax: 228-222-4390
Sent via Email to: mreso@diamondhead.ms.gov

Re: Hilo Street Culvert – Summary Change Order 2
Pickering Firm, Inc. Project No. 26025.01

Mr. Reso,

The final punch list for the construction of the Hilo Street Culvert Replacement has been inspected. All items are complete.

The attached spreadsheet details the summary quantities that were used to complete this project. Differences in quantities and costs are included:

- Item 4: Temporary Sediment Baffle 70 (LF) this item was not required and therefore not used.
- Item 7: Erosion Control Blanket 1,190 (SY) decreased by 213 Square Yards. This reduction was by the request of Diamondhead Club, “The Pines” Golf Course.
- Item 15: Bedding Material in Undercut Areas (FM) 50 (SY) was decreased by 3.35 Square Yards. This item was Field Measured to be 46.65 Square Yards.
- Item 18: Bermuda Sod 686 (SY) decreased by 2 Square Yards. This reduction was reported per the contractor.
- Item 21: Asphalt Cart Path Repair (4" depth-9.5 mm mt s.c.) (includes adjacent curb repair) 60 (SY) increased 28.66 Square Yards. This quantity was added to maintain perpendicular joints between the existing and repaved roadway.
- Item 22: 4" White Painted Stripe 60 (LF) increased 16 Linear Feet. This quantity was added to maintain perpendicular joints between the existing and repaved roadway.
- Item 23: 4" Double Yellow Painted Stripe 30 (LF) increased 8 Linear Feet. This quantity was added to maintain perpendicular joints between the existing and repaved roadway.

Items mentioned above add \$1,269.33 to the project total.

Please find a copy of the change order document requesting changes in items that are discussed above. No additional time is requested. This request is for the summary change order for project completion.

Pickering recommends approval of Change Order No. 2 to Bottom to Top Construction, llc. for additional monetary amount of \$1,269.33 with an extension to the contract time of no additional calendar days. The revised contract amount is \$188,980.03 with a substantial completion of January 28, 2022.

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

Sincerely,
PICKERING FIRM, INC.



Koby Coulon, PE
Civil Engineer

Summary - Change Order No. 2


Date of Issuance: 2/23/2022 Effective Date: Date of full Execution below
 Owner: City of Diamondhead Owner's Contract No.: _____
 Contractor: Bottom 2 Top Contractor's Project No.: _____
 Engineer: Pickering Firm, Inc. Engineer's Project No.: 26025.01
 Project: Hilo Street Culvert, Diamondhead, MS Contract Name: Hilo St. Culvert

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

Description: Summary Change Order. Addition of 0 working days to contract time.

Attachments: Cost breakdown.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>184,054.50</u>	Original Contract Times: Substantial Completion: <u>January 28, 2022</u> Ready for Final Payment: _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>3,656.20</u>	Increase from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____
Contract Price prior to this Change Order: \$ <u>187,710.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>January 28, 2022</u> Ready for Final Payment: _____
Increase of this Change Order: \$ <u>1,269.33</u>	Increase of this Change Order: Substantial Completion: <u>0 working days</u> Ready for Final Payment: _____
Contract Price incorporating this Change Order: \$ <u>188,980.03</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>January 28, 2022</u> Ready for Final Payment: _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: _____
Date: <u>02/23/2022</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

HILO CULVERT
CITY OF DIAMONDHEAD, MS

BASE BID	Bottom 2 Top Construction, llc. 23272 Highway 49 Frontage Rd. Suite B. Saucier, MS 39574					Reported		Difference	
Item No.	Description	Unit	Qty	Unit Price	Extension	Qty	Extension	Qty	Extension
1	MOBILIZATION	LS	1	\$ 15,195.60	\$ 15,195.60	1	\$ 15,195.60	0	\$ -
2	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00	0	\$ -
3	TEMPORARY ROCK CHECK DAM	EA	1	\$ 3,008.00	\$ 3,008.00	1	\$ 3,008.00	0	\$ -
4	TEMPORARY SEDIMENT BAFFLE	LF	70	\$ 15.28	\$ 1,069.60	0	\$ -	-70	\$ (1,069.60)
5	TEMPORARY STRAW WATTLE	LF	80	\$ 26.33	\$ 2,106.40	80	\$ 2,106.40	0	\$ -
6	TEMPORARY SILT FENCE	LF	220	\$ 4.66	\$ 1,025.20	220	\$ 1,025.20	0	\$ -
7	EROSION CONTROL BLANKET	SY	1190	\$ 3.58	\$ 4,260.20	977	\$ 3,497.66	-213	\$ (762.54)
8	CLEARING & GRUBBING	SY	910	\$ 6.50	\$ 5,915.00	910	\$ 5,915.00	0	\$ -
9	REMOVAL & REPLACEMENT OF WODDEN FENCE	LF	20	\$ 56.10	\$ 1,122.00	20	\$ 1,122.00	0	\$ -
10	REMOVAL OF CONCRETE HEADWALL	EA	1	\$ 750.00	\$ 750.00	1	\$ 750.00	0	\$ -
11	REMOVAL OF YARD INLET	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	0	\$ -
12	REMOVAL OF CMP STORM PIPING, ALL SIZES	LF	238	\$ 14.00	\$ 3,332.00	238	\$ 3,332.00	0	\$ -
13	EXCESS EXCAVATION (FM) - REGRADE & SHAPE EXIST DITCH	CY	256	\$ 43.40	\$ 11,110.40	256	\$ 11,110.40	0	\$ -
14	EXCESS EXCAVATION (FM) - GOLF COURSE POND DREDGING	CY	495	\$ 62.00	\$ 30,690.00	495	\$ 30,690.00	0	\$ -
15	BEDDING MATERIAL IN UNDERCUT AREAS (FM)	CY	50	\$ 21.36	\$ 1,068.00	46.65	\$ 996.44	-3.35	\$ (71.56)
16	24" THICK ROCK RIP-RAP (200 LB) (INCLUDES GEOTEXTILE FABRIC)	SY	31	\$ 77.96	\$ 2,416.76	31	\$ 2,416.76	0	\$ -
17	GRASSING	SY	966	\$ 4.48	\$ 4,327.68	966	\$ 4,327.68	0	\$ -
18	BERMUDA SOD	SY	686	\$ 7.72	\$ 5,295.92	684	\$ 5,280.48	-2	\$ (15.44)
19	ASPHALT ROAD REPAIR	SY	60	\$ 73.16	\$ 4,389.60	88.66	\$ 6,486.37	28.66	\$ 2,096.77
20	CONCRETE DRIVE REPAIR	SY	12	\$ 111.60	\$ 1,339.20	20.36	\$ 2,272.18	8.36	\$ 932.98
21	ASPHALT CART PATH REPAIR (4" DEPTH-9.5 MM MT S.C.) (INCLUDES ADJACENT CURB REPAIR)	SY	50	\$ 80.10	\$ 4,005.00	50	\$ 4,005.00	0	\$ -
22	4" WHITE PAINTED STRIPE	LF	60	\$ 4.96	\$ 297.60	76	\$ 376.96	16	\$ 79.36
23	4" DOUBLE YELLOW PAINTED STRIPE	LF	30	\$ 9.92	\$ 297.60	38	\$ 376.96	8	\$ 79.36
24	CAST IN PLACE 5' X 8' YARD INLET / CONFLICT BOX	EA	1	\$ 6,200.00	\$ 6,200.00	1	\$ 6,200.00	0	\$ -
25	SINGLE BARREL REINF. CONCRETE HEADWALL FOR 65"X40" RCAP	EA	1	\$ 8,928.00	\$ 8,928.00	1	\$ 8,928.00	0	\$ -
26	65"X40" REINFORCED CONCRETE ARCH FLARED END SECTION	EA	1	\$ 4,349.60	\$ 4,349.60	1	\$ 4,349.60	0	\$ -
27	65"X40" REINFORCED CONCRETE ARCH PIPE	LF	234	\$ 237.21	\$ 55,507.14	234	\$ 55,507.14	0	\$ -
28	8" DUCTILE IRON SEWER PIPE	LF	20	\$ 92.40	\$ 1,848.00	20	\$ 1,848.00	0	\$ -
CO1	Remov & Replace 8" Water Main above conflict	LS	1	\$ 3,656.20	\$ 3,656.20	1	\$ 3,656.20	0	\$ -
TOTAL - BASE BID + Changer Orders					\$187,710.70		\$188,980.03		\$ 1,269.33

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

Budget Entry No. (InCode)	Account	Account Name	Acct Type	Adjustment Amount	Effect on Budget	Description	Form to Council	Agenda Item	Council Approval	Date	Posted to InCode Packet
Reclass donated Land from Capital Outlay to Capital Contributions											
2022-22	001-301-900.00	Capital Outlay - Land	Expense	(108,400.00)	(108,400.00)	Reclass donated Land from Capital Outlay to Capital Contributions					
2022-22	001-301-900.01	Capital Contributions - Land	Expense	108,400.00	108,400.00	Reclass donated Land from Capital Outlay to Capital Contributions					
2022-22	001-000-346.00	Donations	Revenue	30,000.00	(30,000.00)	Kapalama Cove Donation of Roads to City					
2022-22	001-301-912.01	Capital Contributions - Streets/Drainage	Expense	30,000.00	30,000.00	Kapalama Cove Donation of Roads to City					
				\$	-	Reclass donated Land from Capital Outlay to Capital Contributions					
Increased 2022 Paving Project											
2022-23	001-140-901.00	Capital Outlay - Building	Expense	(164,000.00)	(164,000.00)	Reclass City Hall Renovation funds to 2022 Paving Project					
2022-23	001-301-602.00	Professional Fees - Engineering	Expense	50,000.00	50,000.00	Increase Engineering Budget for Paving and other Projects					
2022-23	001-301-912.01	Capital Outlay - Paving	Expense	114,000.00	114,000.00	Increase in 2022 Paving Project					
2022-23	104-000-260.00	MS Infrastructure Modification Revenue	Revenue	150,000.00	(150,000.00)	Increase in expected FY2022 MS Infrastructure Funds					
2022-23	104-301-912.00	Capital Outlay - Streets/Drainage	Expense	150,000.00	150,000.00	Increase in expected FY2022 MS Infrastructure Funds					
				\$	-	Increased 2022 Paving Project					



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

March 3, 2022

Mississippi Department of Marine Resources
Attn: General Joseph Spraggins, Executive Director
1141 Bayview Avenue
Biloxi, MS 39530

Dear General Spraggins:

RE: GOMESA Project - Restoration of Marsh Erosion Prevention (Basin "C" Watershed Hydrologic/Hydraulic Analysis)

This City of Diamondhead is requesting to modify the scope of work for the above referenced project to exclude the work specified for restoring the shoreline. The City would like to include the restoration work for the existing stormwater retention pond located on Diamondhead Drive North further known as the Lily Pond. This modified scope of work will allow for public access for fishing and other recreational activities for residents to enjoy; but most importantly improves the stormwater drainage and water quality and reduces erosion

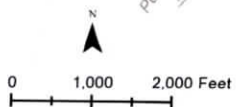
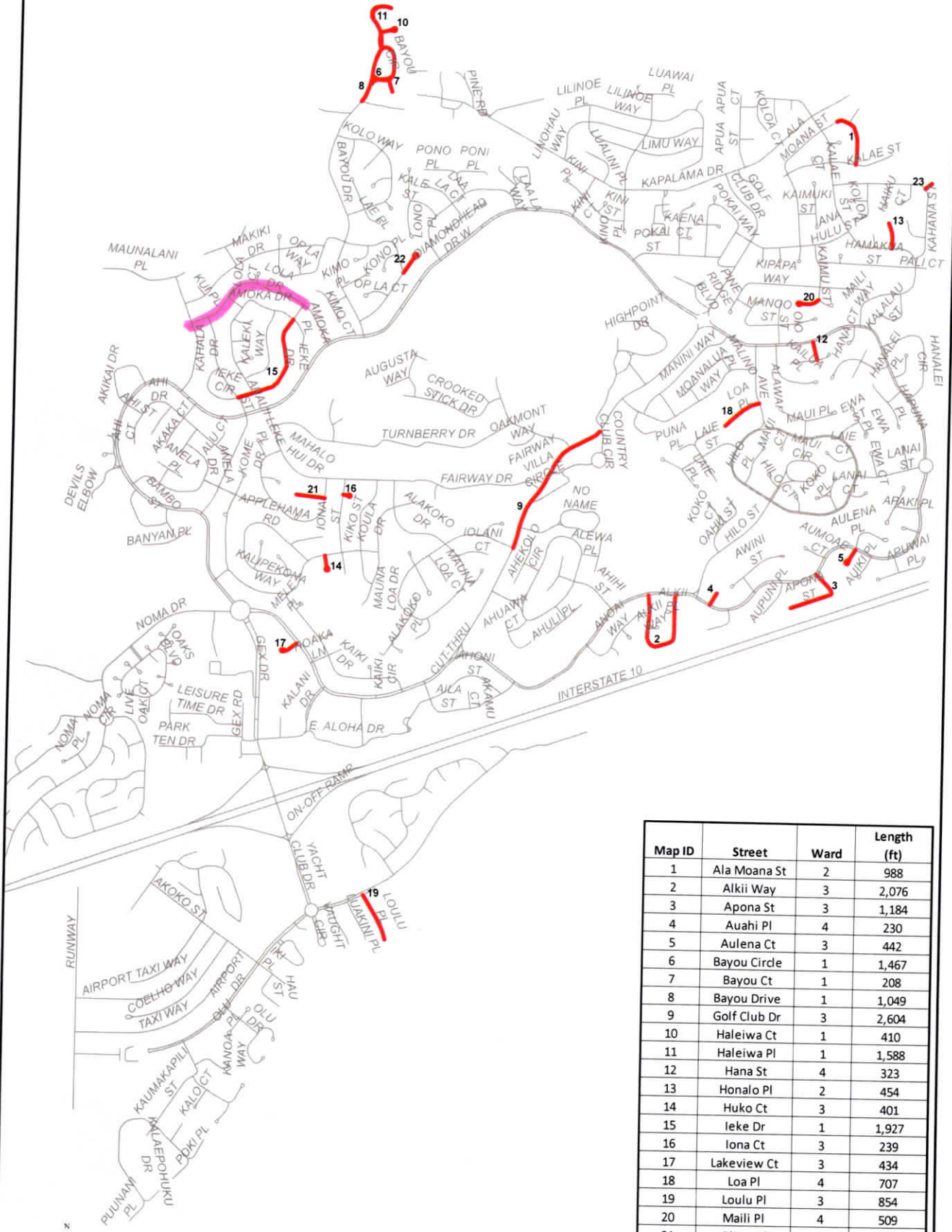
Your consideration for this request is greatly appreciate as enhancing water quality is a high priority for the City of Diamondhead.

If you have further questions, please contact me at 228-222-4626 or Mayor Drepreo at 228-860-3469. We look forward to working with you on this project.

Sincerely,

Michael Reso
City Manager

PHASE 4 PAVING



Map ID	Street	Ward	Length (ft)
1	Ala Moana St	2	988
2	Alkii Way	3	2,076
3	Apona St	3	1,184
4	Auahi Pl	4	230
5	Aulena Ct	3	442
6	Bayou Circle	1	1,467
7	Bayou Ct	1	208
8	Bayou Drive	1	1,049
9	Golf Club Dr	3	2,604
10	Haleiwa Ct	1	410
11	Haleiwa Pl	1	1,588
12	Hana St	4	323
13	Honalo Pl	2	454
14	Huko Ct	3	401
15	Ieke Dr	1	1,927
16	Iona Ct	3	239
17	Lakeview Ct	3	434
18	Loa Pl	4	707
19	Loulu Pl	3	854
20	Maili Pl	4	509
21	Oliwa Pl	3	495
22	Opla Pl	1	538
23	Polo Ct	2	145
Total			19,275



Section 205 – Small Flood Risk Management Projects

U.S. ARMY CORPS OF ENGINEERS

Scope and Authority

- The U.S. Army Corps of Engineers (Corps) can partner with a non-federal sponsor (sponsor) to plan and construct small flood damage reduction projects that have not previously been specifically authorized by Congress and are not part of a larger project.
- Projects may be structural (e.g., levees, flood walls, diversion channels, pumping plants and bridge modifications) or non-structural (e.g., floodproofing, relocation of structures and flood warning systems).
- Authority is provided by Section 205 of the Flood Control Act of 1948 (P.L. 80-858), as amended, also referred to as Section 205 under the Continuing Authorities Program.



Project Development Process

- **Feasibility Study** - Upon receipt of a written request from a potential sponsor and when funding is available, the Corps initiates a preliminary analysis, at federal expense, to determine if a potential project meets program requirements and federal participation is justified. If a federal interest is verified, a feasibility study occurs that identifies and comprehensively evaluates alternatives and recommends a plan for implementation. If the feasibility study cost exceeds \$100,000, the Corps and sponsor sign a Feasibility Cost Share Agreement and a project management plan that describes the study cost share arrangement, feasibility study scope, schedule, and study cost estimate (See Project Costs).
- **Design and Construction** - A project is approved for construction if the detailed feasibility study determines it is technically feasible, environmentally acceptable, and cost effective. Before engineering design and construction can begin, the Corps and sponsor negotiate and sign a Project Partnership Agreement that describes the cost share arrangement and operations and maintenance responsibilities (See Project Costs).

Project Costs

The maximum federal expenditure per project is \$10 million, including feasibility study, design and construction costs.

Feasibility Study ★	<ul style="list-style-type: none"> • The study is initiated with up to \$100,000 in federal funds. • Costs exceeding \$100,000 are cost shared 50 percent federal and 50 percent sponsor. • Sponsor’s cost share may include cash, work-in-kind or a combination of both.
Design and Construction	<ul style="list-style-type: none"> • Costs are shared 65 percent federal and 35 percent sponsor. • Sponsor must provide all lands, easements, rights-of-way, relocations, and dredged material disposal areas (LERRDs) needed for project construction and maintenance. • Sponsor’s cost share includes credit for provision of required LERRDs and pre-approved work-in-kind. At least 5 percent of the cost share requirement must be provided in cash.
Operation and Maintenance	<ul style="list-style-type: none"> • Sponsor is responsible for all project operation and maintenance costs when the project is completed.

How to Request a Project

An example template to request a study under Section 205 is provided on the reverse side of this information sheet.

U.S. ARMY CORPS OF ENGINEERS

Questions? Contact: ~~Mark Bierman (415) 503-6508~~

Agenda Item # 2022 - 091

City of Diamondhead, MS
Request for Council Action

TO: Honorable Mayor and Members of Council
FROM: Ward 3 Councilmember Sheppard

Ordinance Resolution Agreement Info Only Work Session Other

AGENDA LOCATION: Consent Agenda Regular Agenda

AGENDA DATE REQUESTED

ORDINANCE/RESOLUTION CAPTIONS or ISSUE:

Motion to re-open the floor for nominations to serve as Mayor Pro Tempore for Diamondhead City Council.

SUMMARY BACKGROUND:

.

IMPACT IF DENIED:

IMPACT IF APPROVED: .

FINANCIAL IMPACT:

REQUIRED SIGNATURES

REQUESTED BY:

City Manager:

City Attorney:

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

Document: Miss. Code Ann. § 21-9-37

Miss. Code Ann. § 21-9-37

Copy Citation

Current through the 2021 Regular Session including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

**Mississippi Code 1972 Annotated Title 21. Municipalities (Chs. 1 – 47) Chapter 9.
Council-Manager Plan of Government (§§ 21-9-1 – 21-9-83)**

§ 21-9-37. Function of the mayor.

The mayor shall be the titular head of the city for all ceremonial purposes and for all processes of law. He shall be the president of the council and shall have a voice and vote in its proceedings, but no power of veto. He shall have no administrative powers. In case of his absence or disability, the council may appoint another of its members to fulfill his duties temporarily.

History

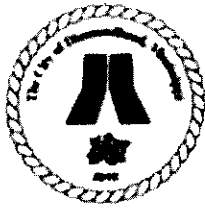
Codes, 1942, § 3825.5-14; Laws, 1948, ch. 385, § 14; Laws, 1952, ch. 372, § 10.

Mississippi Code 1972 Annotated

Copyright © 2022 The State of Mississippi All rights reserved.

Content Type:

Terms:



City of Diamondhead, MS

Docket of Claims Register -

Item No.28.

APPKT01695 - 03.02.2022 DOCKET

By Docket/Claim Number

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Payment Amount	
							Line	Amount
DKT159326	AGJ	03/02/2022	MSP-93919	BACKUP	001-140-605.00	Professional Fees - IT		2,086.00
								250.00
								4.00
								1,832.00
								900.00
DKT159327	All Phase Electric Supply Inc	03/02/2022	2871-1024293	2X2 FLAT PANEL LIGHT FIXTURE	001-140-560.00	Repairs & Maintenance - Building		900.00
								500.00
DKT159328	Allen Purvis & Associates Inc	03/02/2022	222-202	APPRAISAL OF PARCEL #067N-1-35-047.000	001-140-681.00	Other Services & Charges		500.00
								156.74
DKT159329	Amazon com LLC	03/02/2022	161R-VMJM-GJ16	VEHICLE REPAIR PARTS	001-301-570.00	Repairs & Maintenance - Vehicle		24.99
								23.98
								39.90
								29.98
								37.89
			1TVK-7MQ1-6661	OFFICE SUPPLIES	001-140-501.00	Supplies		29.98
					001-280-501.00	Office Supplies		37.89
								52.00
DKT159330	B&J PITT STOP LLC	03/02/2022	FEB, 2022	MONTHLY OPEN PURCHASE ORDER	001-200-635.00	Professional Fees - R&M Outside Services		52.00
								475.00
DKT159331	BANCORPSOUTH BANK	03/02/2022	708532	COPIER LEASE AGREEMENT -- 5 OF	001-800-830.07	Note Interest Payment - Copier Lease Purch 2021		48.80
								426.20
					001-800-820.07	Note Principal Payment - Copier Lease Purch 2021		426.20

Docket of Claims Register - Council

APPKT01695 - 03.0 Item No.28.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount		
DKT159332	Coast Electric Power Association	03/02/2022	FEB, 2022 -- 001	MONTHLY ELECTRIC BILL	001-301-630.00	Utilities - Streetlights & Other	9,209.10	19,382.70		
			FEB, 2022 -- 002		001-301-630.00	Utilities - Streetlights & Other	1,190.88			
			FEB, 2022 -- 003		001-140-630.00	Utilities - General	2,875.75			
					001-301-630.00	Utilities - Streetlights & Other	4,243.75			
			FEB, 2022 -- 005		001-301-630.00	Utilities - Streetlights & Other	82.36			
			FEB, 2022 -- 007		001-301-630.00	Utilities - Streetlights & Other	43.10			
			FEB, 2022 -- 010		001-140-630.00	Utilities - General	57.28			
			FEB, 2022 -- 012		001-140-630.00	Utilities - General	46.51			
			FEB, 2022 -- 015		001-301-630.00	Utilities - Streetlights & Other	40.50			
			FEB, 2022 -- 016		001-301-630.00	Utilities - Streetlights & Other	40.50			
			FEB, 2022 -- 017		001-301-630.00	Utilities - Streetlights & Other	442.36			
			FEB, 2022 -- 018		001-301-630.00	Utilities - Streetlights & Other	58.08			
			FEB, 2022 -- 019		001-301-630.00	Utilities - Streetlights & Other	45.40			
			FEB, 2022 -- 020		001-301-630.00	Utilities - Streetlights & Other	966.43			
			FEB, 2022 -- 026		001-301-630.00	Utilities - Streetlights & Other	40.70			
DKT159333	Covington Civil and Environmental LLC	03/02/2022	16175.08-26		WORK ASSIGNMENT #12-- STORMWATER MASTER PLAN	190-000-602.00	Professional Fees - Engineering		4,906.00	43,833.50
			16175.08-27		TURNBERRY DETENTION POND DESIGN	190-000-602.00	Professional Fees - Engineering		10,165.00	
					190-000-602.00	Professional Fees - Engineering	790.00			
					190-000-602.00	Professional Fees - Engineering	987.50			
			16383.08-4	COMMERCIAL DISTRICT TRANSFORMATION PROJECT	156-653-602.00	Professional Fees - Engineering - Commercial Dist	155.00			
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	6,000.00			
					156-653-602.00	Professional Fees - Engineering - Commercial Dist	11,830.00			
			16422.08-1	CITY ENGINEER SERVICES	001-280-602.00	Professional Fees - Engineering	3,000.00			
			16422.08-2		001-280-602.00	Professional Fees - Engineering	3,000.00			
			16422.08-3		001-280-602.00	Professional Fees - Engineering	3,000.00			
DKT159334	Design Precast & Pipe Inc	03/02/2022	100039	CULVERT REPAIR	001-301-582.00	Culverts	889.00	1,314.00		
			100056		001-301-582.00	Culverts	425.00			
DKT159335	Diamondhead Property Owners Association Inc	03/02/2022	MAR, 2022	RENTAL OF MAINTENANCE YARD -- MARCH	001-301-640.00	Rentals	1,000.00	1,000.00		

Docket of Claims Register - Council

APPKT01695 - 03.0 Item No.28.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159336	Diamondhead True Value	03/02/2022	FEB, 2022	MONTHLY OPEN PURCHASE ORDER	001-301-501.00	Supplies	9.28	135.43
					001-301-501.00	Supplies	22.76	
					001-301-501.00	Supplies	14.48	
					001-301-501.00	Supplies	33.95	
					001-301-501.00	Supplies	10.98	
					001-301-501.00	Supplies	43.98	
DKT159337	Diamondhead Water and Sewer District	03/02/2022	FEB, 2022 -- 021 FEB, 2022 -- 1120 FEB, 2022 -- 170 FEB, 2022 -- 20	WATER	001-301-630.00	Utilities - Streetlights & Other	23.95	661.36
					001-301-630.00	Utilities - Streetlights & Other	215.82	
					001-301-630.00	Utilities - Streetlights & Other	152.75	
					001-140-630.00	Utilities - General	147.29	
					001-140-630.00	Utilities - General	73.65	
					001-301-630.00	Utilities - Streetlights & Other	23.95	
					001-301-630.00	Utilities - Streetlights & Other	23.95	
DKT159338	Eagle Energy	03/02/2022	33677 33678	FUEL	001-301-525.00	Fuel	7.57	2,226.90
					001-301-525.00	Fuel	923.83	
					001-301-525.00	Fuel	1,295.50	
DKT159339	Fuelman	03/02/2022	NP61614794	FOR THE WEEK ENDING 02.13.2022	001-140-525.00	Fuel	59.88	1,918.77
					001-200-525.00	Fuel	901.69	
			NP61639391	FOR THE WEEK ENDING 02.20.2022	001-200-525.00	Fuel	884.78	
					001-280-525.00	Fuel	72.42	
DKT159340	G&O Supply Company	03/02/2022	G14440	CULVERT REPAIRS	001-301-584.00	Concrete, Plastic Pipe	1,876.00	1,876.00
DKT159341	Hancock County Sheriffs Office	03/02/2022	2022-DH-001H	INMATE HOUSING	001-200-689.00	Prisoner's Expense	860.00	860.00
DKT159342	James J Chiniche PA Inc	03/02/2022	17-057-132	DESIGN, BIDDING, CEI NOMA DRIVE	158-000-602.00	Professional Fees - Engineering Tidelands FY21	1,853.00	3,854.45
				BOAT LAUNCH/PIER	001-301-602.00	Professional Fees - Engineering	1,001.45	
				WORK ASSIGNMENT 00-24-2021 - BAYOU DR KAYAK LAUNCH	001-301-602.00	Professional Fees - Engineering	1,000.00	

Docket of Claims Register - Council

APPKT01695 - 03.0 Item No.28.

Docket/Claim #	Vendor Name		Payable Description	Account Number	Account Name	Line Amount	Payment Amount
	Payable Date	Payable Number					
DKT159343	Law offices of Derek R Cusick PLLC						12,162.50
	03/02/2022	394	GENERAL MATTERS -- FEBRUARY	001-140-603.00	Professional Fees - Legal	7,068.75	
		395	PLANNING AND ZONING --	001-280-603.00	Professional Fees - Legal	1,781.25	
		396	CITY PROSECUTOR -- FEBRUARY	001-110-603.00	Professional Fees - Legal	3,000.00	
		397	LADNER VS CODH	001-280-603.00	Professional Fees - Legal	312.50	
DKT159344	Lowes Home Improvement						696.11
	03/02/2022	97663	60 CUP RICE COOKER	001-140-501.00	Supplies	254.58	
		99307	TOOL SETS	001-301-501.00	Supplies	94.05	
				001-301-501.00	Supplies	56.99	
				001-301-501.00	Supplies	94.05	
				001-301-501.00	Supplies	108.17	
DKT159345	Marvin J Bobinger III						4,000.00
	03/02/2022	FEB, 2022	LOBBYING SERVICES FOR FEBRUARY	001-653-601.00	Professional Fees - Consulting	4,000.00	
DKT159346	Moran Hauling Inc						41,021.24
	03/02/2022	PAY APP #003	CITY HALL PARKING LOT IMPROVEMENTS	001-140-901.00	Capital Outlay - Building	8,854.31	
							32,166.93
				001-140-901.00	Capital Outlay - Building		
DKT159347	MS Coast Building Officials Association						40.00
	03/02/2022	2022 MEMBERSHIP DUES	MS COAST BOA MEMBERSHIP	001-280-623.00	Membership Dues/Fees	40.00	
DKT159348	MS Department of Archives & History						149.50
	03/02/2022	DEC, 2021	1/2 DOCUMENT FILING FEE	650-140-132.00	1/2 DOCUMENT FILING FEE	149.50	
DKT159349	MS Department of Public Safety						95.02
	03/02/2022	JAN, 2022	COURT ASSESSMENTS	650-110-131.00	State Assessments Payable	95.02	
DKT159350	MS Municipal Clerks & Collectors Association						60.00
	03/02/2022	FY2022	MEMBERSHIP DUES FOR 2022	001-140-623.00	Membership Dues/Fees	60.00	

Docket of Claims Register - Council

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line	Amount
DKT159351	Napa of Bay St Louis	03/02/2022	310311	SHOP SUPPLIES	001-301-571.00	Repairs & Maintenance - Equipment		411.49
					001-301-571.00	Repairs & Maintenance - Equipment	8.31	
					001-301-571.00	Repairs & Maintenance - Equipment	8.31	
					001-301-571.00	Repairs & Maintenance - Equipment	51.28	
					001-301-571.00	Repairs & Maintenance - Equipment	30.64	
					001-301-570.00	Repairs & Maintenance - Vehicle	8.31	
					001-301-570.00	Repairs & Maintenance - Vehicle	8.31	
					001-301-570.00	Repairs & Maintenance - Vehicle	8.31	
					001-301-571.00	Repairs & Maintenance - Equipment	26.81	
					001-301-571.00	Repairs & Maintenance - Equipment	22.87	
					001-301-571.00	Repairs & Maintenance - Equipment	29.75	
					001-301-571.00	Repairs & Maintenance - Equipment	72.50	
		FEB, 2022		MONTHLY OPEN PURCHASE ORDER	001-301-501.00	Supplies	26.99	
					001-301-501.00	Supplies	25.91	
					001-301-501.00	Supplies	74.88	
								5,321.25
DKT159352	Orion Planning and Design	03/02/2022	3367	HOURLY CONSULTING AGREEMENT	001-653-601.00	Professional Fees - Consulting		330.00
			3372	PROJECT 1 -- GATEWAY TO DIAMONDHEAD	001-301-602.00	Professional Fees - Engineering		3,382.50
			3437	HOURLY CONSULTING AGREEMENT	001-653-601.00	Professional Fees - Consulting		82.50
			3462	PROJECT 1 -- GATEWAY TO DIAMONDHEAD	001-301-602.00	Professional Fees - Engineering		1,526.25
								3,560.00
DKT159353	Pickering Firm Inc	03/02/2022	0090639	WORK ASSIGNMENT #01-12-2021	001-301-602.00	Professional Fees - Engineering		3,560.00
								317.00
DKT159354	Rebel Sound Systems Inc	03/02/2022	13951	FIRE ALARM SERVICE CALL	001-140-635.00	Professional Fees - Repair & Maint Outside Serv		250.00
					001-140-635.00	Professional Fees - Repair & Maint Outside Serv		67.00
								16,472.50
DKT159355	ROSTAN SOLUTIONS LLC	03/02/2022	6276	MITIGATION CONSULTING SERVICES	001-140-601.00	Professional Fees - Consulting		16,472.50
								17.40
DKT159356	Sea Coast Echo	03/02/2022	02.16.2022	P&Z ADVERTISEMENT FOR PUBLIC HEARING ON FEB, 22	001-280-620.00	Advertising		17.40
								149.55
DKT159357	SLIDELL ARMY SURPLUS INC	03/02/2022	22132	EQUIPMENT FOR POLICE DEPARTMENT	001-200-535.00	Uniforms		33.85
			DH2022-0652		001-200-535.00	Uniforms		115.70

Docket of Claims Register - Council

APPKT01695 - 03.0 Item No.28.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount	Payment Amount
DKT159358	South MS Business Machines Gulfport	03/02/2022	409458	PER COPY CHARGE	001-280-506.00	Copier Usage/Maintenance	66.50	347.78
				PAYMENT 41 OF 60 -- BUILDING	001-280-642.00	Rent - Copier	281.28	
				MAR, 2022				
DKT159359	Southern MS Planning and Development District Inc	03/02/2022	12460	ECONOMIC DEVELOPMENT	001-653-601.00	Professional Fees - Consulting	1,500.00	1,500.00
DKT159360	Southern Tire Mart	03/02/2022	2500091195	TIRE REPAIR	001-301-635.00	Professional Fees - R&M Outside Services	997.70	1,221.70
					001-301-635.00	Professional Fees - R&M Outside Services	100.00	
					001-301-635.00	Professional Fees - R&M Outside Services	100.00	
					001-301-635.00	Professional Fees - R&M Outside Services	24.00	
DKT159361	State Treasurer	03/02/2022	JAN, 2022	COURT ASSESSMENT/FINE FOR JANUARY	650-110-131.00	State Assessments Payable	1,531.73	1,561.73
					650-110-131.01	Court Bond Fees Payable	30.00	
DKT159362	Sun Coast Business Supply	03/02/2022	1305280-0	OFFICE SUPPLIES	001-140-510.00	Cleaning & Janitorial	55.60	605.14
					001-140-510.00	Cleaning & Janitorial	59.99	
					001-140-501.00	Supplies	16.50	
					001-140-510.00	Cleaning & Janitorial	61.78	
					001-140-501.00	Supplies	23.97	
					001-140-501.00	Supplies	221.40	
					001-140-510.00	Cleaning & Janitorial	61.36	
					001-140-501.00	Supplies	19.98	
					001-140-510.00	Cleaning & Janitorial	43.78	
					001-140-510.00	Cleaning & Janitorial	40.78	
DKT159363	TONY SIMMONS	03/02/2022	02294ARHC5021	CASH BOND REFUND	650-110-110.00	Court Bond Holding	500.00	500.00
DKT159364	UMB Card Services	03/02/2022	FEB, 2022	MONTHLY CHARGES FOR CONSTANT CONTACT & ZOOM	001-140-623.00	Membership Dues/Fees	45.00	239.60
					001-140-623.00	Membership Dues/Fees	14.99	
					001-140-650.00	Promotions	179.61	
DKT159365	UniFirst Corporation	03/02/2022	105 0982226	UNIFORM RENTAL FOR THE WEEK ENDING 02.14.2022	001-301-535.00	Uniforms	188.91	188.91

Docket of Claims Register - Council

APPKT01695 - 03.02 Item No.28.

Docket/Claim #	Vendor Name	Payable Date	Payable Number	Payable Description	Account Number	Account Name	Line Amount
DKT159366	Waste Management	03/02/2022	11-93651-83007	DUMPSTER RENTAL	001-140-681.00	Other Services & Charges	63.67
DKT159367	WESLEY SANDERFORD	03/02/2022	FEB, 2022	BAND FOR ALOHA SATURDAY	001-653-650.00	Promotions	250.00
						Total Claims: 42	Total Payment Amount: 172,184.94