AGENDA
FORMAL MEETING OF CITY COUNCIL
Diamondhead, Mississippi
Council Chambers, City Hall
February 4, 2014
6:00 p.m. CST

Mayor Schafer IV
Councilmember Knobloch At-Large
Councilmember Lopez Ward 1
Councilmember LaFontaine Ward 2
Councilmember Sislow Ward 3
Councilmember Rech Ward 4

I. Call to Order

1. Invocation – Mayor Schafer
2. Pledge of Allegiance – Councilmember Rech
3. Roll Call
4. Confirm or adjust agenda order

II. Presentation Agenda

1. Council Comments
   - **a.** The next regularly scheduled Council Meeting will be held at 6:00 pm CST on Tuesday, February 18, 2014 in Council Chambers located at 5000 Diamondhead Circle
   - **b.** The 2014 State of the City presented by Mayor Thomas Schafer, IV
2. City Manager Report
3. Public Comments on Agenda Items

III. Policy Agenda

1. Approval of Minutes
   a. January 21, 2014 Formal Meeting
   b. January 27, 2014 Special Call
2. Issue bids – **2014-3076** - Reject bids on Lot Clean-up Award for 6838 Apona Street
3. Other actions
   a. **2014-3070** - Approve Hancock Bank Statewide Collateral Pool Program Security Agreement
   b. **2014-3072** - Discussion, and/or action if required, of hosting the Hancock County Chamber of Commerce Kiosk at City Hall
   c. **2014-3073** - Acceptance/Approval of MDOT Exit 16 Interchange Proposal
   d. **2014-3074** - Approval of Adoption Agreements Between the City of Diamondhead and a Designated Group of Residents –
      1. Chuck Sites on behalf of Fairway Estates Residents
      2. Karen H. Rice resident to adopt Median located at 56133 Diamondhead Drive East
   e. **2014-3075** - Discussion, and/or action if required, to move the March 4, 2014 meeting to another date due to the Mardi Gras holiday

IV. Routine Agenda

1. Docket of Claims

V. Public Comments on Non Agenda Items

VI. Adjourn

MINUTES
FORMAL MEETING OF CITY COUNCIL
Diamondhead, Mississippi
Council Chambers, City Hall
January 21, 2014
6:00 pm CST

I. **Call to Order –** Mayor Schafer called the meeting to order at 6:00 p.m. CST
   1. **Invocation –** Councilmember LaFontaine
   2. **Pledge of Allegiance –** Councilmember Rech
   3. **Roll Call –** Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech were present.
   4. **Confirmation or Adjustment of the Agenda Order –**
      The following items were amended to the Agenda Order:
      a. Requested by Mayor Schafer – add Hancock County Chamber of Commerce Presentation by Tish Williams to **Section: II. 5. - Presentations**.
      b. Requested by Councilmember LaFontaine – add Hancock County Solid Waste Authority Update to **Section: II. 2. b. - Council Comments**.
      c. Requested by Councilmember LaFontaine – add discussion to issue building permit for construction of a shed on a residentially zoned property. A motion for the city of Diamondhead has been requested to issue a building permit for the construction of a shed on a residentially zoned property. A conflict exists between the City's Zoning Ordinance, which requires a 20' rear yard setback, and generally accepted building practices that allow a 10' rear yard setback. Realizing a conflict exists that will require amendment to the City Ordinance in the future and in the interest of time and the promotion of development within the City, it is recommended to authorize the City Manager to implement such measures as are necessary to issue the building permit as requested of the City.
      d. Requested by Councilmember Rech – add **Resolution 2014-084: TO ENABLE AND ENHANCE THE MARKETING AND PROMOTION OF HANCOCK COUNTY, MISSISSIPPI AS A TOURIST DESTINATION, THROUGH CONTINUED ENABLING LEGISLATON FOR THE HANCOCK COUNTY TOURISM DEVELOPMENT BUREAU BY AMENDING CURRENT LEGISLATION REPEAL CLAUSE** to **Section: III. 6**.

   Councilmember LaFontaine motioned, seconded by Councilmember Lopez, to accept the Agenda Order as amended.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

II. **Presentation Agenda**
   1. **Council Comments**
      a. Mayor Schafer announced the next regularly scheduled Council Meeting will be held at 6:00 p.m. CST on Tuesday, February 4, 2014 in Council Chambers located at 5000 Diamondhead Circle.
      b. Councilmember LaFontaine gave an update on the Hancock County Solid Waste Authority (HCSWA). LaFontaine stated the HCSWA issued a Request For Proposal (RFP). Bids open on, February 13, 2014. Awards will be announced on, February 18, 2014. The City of Diamondhead will remain in the contract and services will not change for Diamondhead Residents.

c. Mayor Schafer announced the Hancock County Board of Supervisors approved the Interlocal Cooperation Agreement between Hancock County and the City of Diamondhead for Police Protection Services and Other Purposes thru, December 31, 2015.

d. Mayor Schafer stated he received an email from the Mississippi Department of Transportation (MDOT) regarding a resolution to Exit 16 traffic flow issues. Additional information will be reported at the, February 4, 2014 Council Meeting.

2. **City Manager Report**

a. The annual financial audit began December 2013.

b. The Staff completed initial interviews for the Minute Clerk Position. Two or three candidates will be called back for second interviews.

c. The City Clerk was recognized and gave a report on the status of the INCODE Accounting Software and the Sales Tax Diversion List:

1. The City Clerk gave a status report for the INCODE Accounting Software. The upcoming implementation schedule is as follows: Week of 1/27/14 – Building Permits and Business Licenses Consultation and Setup; Week of 2/3/14 – Building Permits Go Live Continued; Week of 2/24/14 – Go Live with Work Orders, Project Accounting and Inventory
2. The Department of Revenue (DOR) requested the sales tax identification number of three businesses missing from the City's Sales Tax Diversion List. Two identification numbers were retrieved and relayed to the DOR. Sales tax collected from these businesses will be included in future monthly tax disbursements to the City. Further inquiry is being made to determine the final business sales tax identification number.

d. The City Manager gave the following update regarding the City of Diamondhead Website:

1. Added link to Facebook on the home page.
2. Added link to "Hancock County Library System."
3. Removed "Municipal Government 101" page.
4. Added Wards represented by its corresponding Planning & Zoning Commissioner.
5. Removed some duplicate information.

e. Captain Al Hermann gave the Police Report for the period of January 1, 2014 to January 21, 2014.

f. The City Clerk is trained in the Council Approved card processing system and will to cross train other staff. Full implementation of the system is expected in mid-February 2014.

3. **Public Comments on Agenda Items limited to 3 minutes per person –**

a. Blaine Robins stated he started construction on a 12 x 16 shed on his property and was told to cease construction due to the 20 ft. set back code enforced by the City. He said it conflicts with the Property Owner's Association (POA) rules and requested the 20 ft. set back code be changed to reflect the POA standards/code.

b. Joe Floyd stated his concerns allowing the Hancock County Chamber of Commerce, a private entity, office space in City Hall. Doing so would force the City to allow other entities in City Hall.

4. Lot Clean-up Bid Openings at 6:30 p.m. CST on Parcel 1: 131A-0-01-0051.000. Diamondhead Phase 2, Unite 5, Block 9, Lots 105 – 6838 Apona Street, Diamondhead, MS.

At 6:30 p.m. CST, the City Manager, City Clerk and Purchasing Agent opened all bids received and announced each bid amount and bidder. The City Manager stated the bids would be reviewed and a recommendation would be made a future Council Meeting.

5. **Presentations –** Hancock County Chamber of Commerce request to place Kiosk at of Diamondhead City Hall.

Councilmember LaFontaine motioned, seconded by Councilmember Knobloch, to approve placement of the Hancock County Chamber of Commerce Kiosk at City Hall.

Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

III. **Policy Agenda**

1. **Approval of Minutes** - Upon motion by Councilmember Rech, seconded by Councilmember LaFontaine, to accept the 1/7/14 Formal and 1/11/14Special Call meeting minutes as presented.

   Ayes: Lopez, LaFontaine, Knobloch, Sislow, Rech and Mayor Schafer. Nay's none.

2. **Contract – 2014-3067:** Ratify contract with Levanway & Associates
   Councilmember Knobloch motioned, seconded by Councilmember Rech, to ratify the Contract with Levanway & Associates to provide government relations for Calendar Year 2014.

   Councilmember Sislow objected to the contract due to the exclusion of standard Personal Service Contract protection clauses.

   Councilmember Lopez stated he agreed with Sislow and that he has an issue with the Mayor having a personal and financial relationship with Levanway & Associates.

   Councilmember LaFontaine stated that basically the scope of service is in line with the City's Agenda.

   Councilmember Knobloch stated he spoke with the City Attorney about the said contract. Knobloch believes Levanway & Associates is the best choice for the City's situation. Knobloch does not have a problem with the contract.

   Councilmember Lopez agrees Levanway & Associates is the right firm for the job.

   Mayor Schafer stated there are different types of contracts and due to the nature of this contract, it will be kept confidential.

   Councilmember Sislow stated he is not opposed to hiring Levanway & Associates for the job, but does disagree with the absence of pertinent clauses to protect the City. He recommended a list of standard contract guidelines be formed for future contracts with the City.

   Ayes: Mayor Schafer, LaFontaine, Knobloch and Rech. Nay's: Councilmember Lopez and Sislow.

3. **Resolutions –**

   a. **2014 – 3063 – 2014-083: RESOLUTION AUTHORIZING EXPENDIURES BY LEVANWAY & ASSOCIATES IN ASSOCIATION WITH CONSULTING SERVICES FOR THE PROMULGATION OF ECONOMIC DEVELOPMENT WITHIN THE CITY OF DIAMONDHEAD, MISSISSIPPI**

      Councilmember Knobloch motioned, seconded by Councilmember LaFontaine, to approve **2014-083: RESOLUTION AUTHORIZING EXPENDIURES BY LEVANWAY & ASSOCIATES IN ASSOCIATION WITH CONSULTING SERVICES FOR THE PROMULGATION OF ECONOMIC DEVELOPMENT WITHIN THE CITY OF DIAMONDHEAD, MISSISSIPPI**

      Councilmember Rech asked if the expenses are for a one year period. The City Manager stated the expenses are for one year and will have to be pre-approved in writing prior to incurring the expense. No money will be provided in advance to Levanway & Associates for incidental expenses.

      Ayes: Mayor Schafer, LaFontaine, Knobloch, Sislow and Rech. Nay's: Councilmember Lopez.

   b. **2014-3077 – 2014-084: RESOLUTION TO ENABLE AND ENHANCE THE MARKETING AND PROMOTION OF HANCOCK COUNTY, MISSISSIPPI AS A TOURIST DESTINATION, THROUGH CONTINUED ENABLING LEGISLATON FOR THE HANCOCK COUNTY TOURISM DEVELOPMENT BUREAU BY AMENDING CURRENT LEGISLATION REPEAL CLAUSE**

      Councilmember LaFontaine motioned, seconded by Councilmember Knobloch, to approve **2014-084: A RESOLUTION TO ENABLE AND ENHANCE THE MARKETING AND PROMOTION OF HANCOCK COUNTY,**

MISSISSIPPI AS A TOURIST DESTINATION, THROUGH CONTINUED ENABLING LEGISLATON FOR THE HANCOCK COUNTY TOURISM DEVELOPMENT BUREAU BY AMENDING CURRENT LEGISLATION REPEAL CLAUSE

Ayes: Lopez, LaFontaine, Knobloch, Sislow, Rech and Mayor Schafer. Nay's none.

4. Issue bids
   a. **2014-3064 – 2014-1025: Request for Bids 2014 Tree Removals**
   Councilmember Knobloch motioned, seconded by Councilmember LaFontaine to Approve **2014-1025: Request for Bids 2014 Tree Removals.**

   Councilmember Sislow asked if the removal of the trees complied with state law. The City Manager confirmed the removals comply with state law.

   The City Manager stated local Arborist, Eric was hired to review trees in specific areas in Diamondhead that would be considered in need of removal due to disease or severe damage. The trees identified do not have historical value or are listed under the "protected tree" class.

   Ayes: Lopez, LaFontaine, Knobloch, Sislow, Rech and Mayor Schafer. Nay's none.

   b. **2014-3065 – 2014-1026: Request for Bids Purchase of a Backhoe for the City of Diamondhead**
   Councilmember Knobloch motioned, seconded by Councilmember LaFontaine to approve the **2014-1026: Request for Bids Purchase of a Backhoe for the City of Diamondhead.**

   Councilmember Knobloch stated the equipment is over seventeen years old and it is junk. The hydraulic hose burst on the stated equipment and it is time to replace it, including the dump truck.

   Ayes: Lopez, LaFontaine, Knobloch, Sislow, Rech and Mayor Schafer. Nay's none.

   c. **2014-3068 – 2014-1028: Request for Bids Purchase of a Dump Truck for the City of Diamondhead**
   Councilmember Sislow motioned, seconded by Councilmember Rech to approve the **2014-1028: Request for Bids Purchase of a Dump Truck for the City of Diamondhead.**

   Councilmember Sislow stated there are holes in the dump truck.

   Councilmember Rech stated the backhoe and dump truck are the two major pieces of Public Works equipment to "get the job done." When these two pieces of equipment are down, work does not get done. Purchase of the said equipment is needed as soon as possible.

   d. **2014-3066 – 2014-1027: Notice and Request for Proposals for a Lease Purchase Financing of Public Works Vehicles and Associated Equipment**

   Councilmember Knobloch motioned, seconded by Councilmember Lopez to approve **2014-1027: Notice and Request for Proposals for a Lease Purchase Financing of Public Works Vehicles and Associated Equipment.**

   Councilmember Knobloch stated he inquired of rates with Hancock Bank. Financing rates range from 2.1% to 2.5%.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

5. **Other Actions –**
   a. Discussion for the City to provide office space to the Hancock County Chamber of Commerce at City Hall – No discussion took place.

   b. Discussion, or action if required, to issue building permit for construction of a shed on a residentially zoned property.

Councilmember LaFontaine motioned, seconded by Councilmember Sislow, to authorize the City Manager to implement such measures that are necessary to issue the building permit as requested of the City for the construction of a shed on a residentially zoned property.

Councilmember LaFontaine stated a conflict exists between the City's Zoning Ordinance, which requires a 20' rear yard setback, and generally accepted building practices allow a 10' rear yard setback. Realizing a conflict exists that will require amendment to the City Ordinance in the future and in the interest of time and the promotion of development within the City, it is recommended to authorize the City Manager to implement such measures as are necessary to issue the building permit as requested of the City.

The City Attorney was recognized and stated the existing City Zoning Ordinance does not need to be amended at this time. Because a direct conflict exists, she recommends the City go ahead and issue the permit in question. The conflict will be addressed in the future.

Councilmember Lopez stated there is no need to hinder Mr. Robins' efforts to construct his building.

Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

IV. Routine Agenda

1. **Docket of Claims**
   Councilmember Rech motioned, seconded by Councilmember Sislow, to approve the Docket of Claims as presented.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

2. **Revenue and Expense Report – December 2013**
   Councilmember Rech motioned, seconded by Councilmember Sislow, to approve the Docket of Claims as presented.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

V. Public Comments on Non Agenda Items limited to 3 minutes per person – NONE

VI. Adjourn - Councilmember Knobloch motioned, seconded by Councilmember Lopez, to adjourn the meeting at 7:13 p.m. CST. The motion carried.

Thomas E. Schafer, IV
Mayor

Kristin Ventura
City Clerk

MINUTES
SPECIAL CALL MEETING OF CITY COUNCIL
Diamondhead, Mississippi
Council Chambers, City Hall
January 27, 2014
11:00 a.m. CST

I. **Call to Order** – Mayor Schafer called the meeting to order at 11:01 a.m. CST

1. **Invocation** – Councilmember Knobloch
2. **Pledge of Allegiance** – Councilmember Rech
3. **Roll Call** – Councilmember LaFontaine, Knobloch, Sislow, Rech and Mayor Schafer were present. Councilmember Lopez participated via telephone.
4. **Confirmation or Adjustment of the Agenda Order** – Councilmember LaFontaine motioned, seconded by Councilmember Knobloch, to change the wording of **Item III. 1. Other Actions** to state: Discussion, or action if required, of upcoming weather conditions and preparations.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

II. **Presentation Agenda**
1. The next regularly scheduled Council Meeting will be held at 6:00 p.m. CST Tuesday, February 4, 2014 in Council Chambers located at 5000 Diamondhead Circle.
2. The Mayor announced the meeting will be interrupted to participate in an 11:15 a.m. CST EOC Conference Call for weather updates.
3. **Public Comments on Agenda Items limited to 3 minutes per person** – NONE

III. **Policy Agenda**
1. **Other Actions – Discussion, and or action if required, of upcoming weather conditions and preparations.**
   a. The Mayor asked that Fire Chief Dubisson be informed of actions taken regarding weather preparation from today's meeting.
   b. The Mayor reminded everyone of the traffic issues on the evening of Friday, January 24, 2014 along the interstate exchange. There were no accidents or injuries. He thanked everyone involved.
   c. The City Manager stated metal barricades have been pre-positioned, traffic cones are located at City Hall and flashing emergency lights were added to A-Framed traffic barricades. Once the roads begin to ice, the barricades will be put in in the necessary places. The City is prepared to place sand on the Montjoy Bridge prior to sleeting. The Public Works Director, Richard Sullivan, contacted the Hancock County Road Manager informing the City would support the County by placing sand on the Kapalama Bridge located outside the city limits, as this bridge is the only other access point in/out of Diamondhead. Hancock County informed Sullivan they would take care of sanding the bridge. Sullivan also contacted Kelly Castleberry of MDOT offering support to place sand on the Exit 16 Overpass. MDOT responded they would lay Brine Solution on all Overpasses and Exit Interchanges throughout the County and prefer the City not place sand in these areas.
   d. Captain Al Hermann stated the barricades will be used to stop the flow of East and Westbound traffic. He asked everyone to stay at home during bad weather conditions. Police will be prepared with enough personnel and vehicles. Use of one vehicle is contingent upon the repair of one Police Vehicle currently in the shop for repair. A back up plan is in place to borrow a Hancock

County Sherriff's Patrol Car, should the said vehicle be available in time for use during the impending weather conditions. Captain Hermann stated overtime will be incurred by Police Officers due to the imminent weather conditions.

e. The City learned surrounding Cities and Schools will be closed on Tuesday, January 28, 2014, with exception to Essential Personnel, in anticipation of bad weather conditions.

   Councilmember Knobloch motioned, seconded by Councilmember LaFontaine to close City Hall on Tuesday, January 28, 2014, due to weather conditions. Essential Personnel is expected to be present in case of emergencies.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

f. The Mayor and Council gave the City Manager authority to determine future closing dates beyond Tuesday, January 28, 2014 based on weather updates from the Hancock County Emergency Management Agency.

g. Councilmember Rech motioned, seconded by Councilmember LaFontaine, to pre-authorize a state of emergency declaration with anticipation of the governor's state of emergency declaration.

   Ayes: Mayor Schafer, Lopez, LaFontaine, Knobloch, Sislow and Rech. Nay's none.

h. The Mayor requested the City Manager contact Coast Electric offering City Hall as a staging are.

IV. Public Comments on Non Agenda Items limited to 3 minutes per person - NONE

V. Adjourn - Councilmember Rech motioned, seconded by Councilmember Sislow, to adjourn the meeting at 11:43 a.m. CST. The motion carried.

Thomas E. Schafer, IV
Mayor

Kristin Ventura
City Clerk

Agenda Item #
2014-3076

City of Diamondhead

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

TO: Richard Rose

FROM: Ronald R. Jones, Building Official Ronald R. Jones

DATE: January 30, 2014

SUBJECT: Rejection of all Bids Received for RFP #2013-1022 (6838 Apona Street)

It is my recommendation to reject all bids for RFP #2013-1022 due to the property has already been cleaned.

file

Agenda Item #
2014-3070

COLLATERAL SECURITY AGREEMENT

FOR MISSISSIPPI PUBLIC FUNDS DEPOSITS

THIS COLLATERAL SECURITY AGREEMENT is made and entered into on this day by and between the Treasurer of the State of Mississippi, hereinafter called "Treasurer" on behalf of **City of Diamondhead**, hereinafter called "Depositor", and Hancock Bank, a state banking association, organized under the laws of Mississippi, and authorized by law to do banking business in the state of Mississippi, hereinafter called "Bank".

RECITALS

Through action of its governing Board, Depositor has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Treasurer will represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Customer Service, Depositor or other pertinent Agreement, is incorporated herein for all purposes; however, to the extent that any provisions therein conflict with any provisions herein, this Collateral Security Agreement will control.

Funds on deposit with Bank to the credit of the Depositor are required to be secured by Collateral as provided for by the laws and statutes of the State of Mississippi. Under the terms of this Agreement, as hereinafter described, Bank shall grant to Treasurer on behalf of Depositor a security interest in certain Collateral. The parties shall name and designate a statutory third party custodian (hereinafter called the "Custodian,") which will hold the Collateral in a joint custody account for the benefit of the Depositor. The Treasurer shall have entered into or shall in the future enter into a separate Custodial Agreement with such Custodian, which is incorporated herein by reference.

THEREFORE, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Bank hereby pledges and grants to the Treasurer on behalf of Depositor a security interest in those assets (hereinafter called the "Collateral" or "substitute Collateral") owned by Bank and held by Custodian for the benefit of the Treasurer, in accordance with the terms of this Collateral Security Agreement, to secure the deposits held by Bank for Depositor.

The Treasurer on behalf of Depositor shall at all times have a first priority perfected security interest in the Collateral held by Custodian for the benefit of Depositor, and Bank shall not encumber the Collateral to defeat the Treasurer's position nor hinder the Treasurer's ability to collect upon the Collateral under this
Agreement.

2. The total of the market value of the Collateral securing such deposits will be in such an amount to comply with the applicable statutes of the State of Mississippi.

3. Bank has heretofore, or will hereafter, deliver to Custodian Collateral of the kind and character permitted by said statutes of sufficient amount and market value to provide adequate Collateral for the funds of Depositor deposited with Bank as required by said statutes. Said Collateral, or substitute Collateral as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with Bank, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Custodian shall not release any such Collateral without the written permission of the Treasurer, except as authorized under this Agreement.

4. Bank shall cause Custodian to accept said Collateral and hold the same in trust for the purposes herein stated.

5. Should Bank fail at any time to pay and satisfy, when due, any check, draft, warrant, or voucher lawfully drawn against any deposit of Depositor, or in case Bank becomes insolvent or in any manner breaches its contract with Depositor, Depositor may give written demand for cure or reparation of such failure, insolvency or breach to Bank with Notice to Treasurer, and Bank shall within five business days from receipt of such notice cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within five business days of receiving said written notice, it shall be the duty of Custodian, upon written demand of the Treasurer announcing the default of Bank under this Agreement, to surrender the above-described Collateral to the Treasurer. The Treasurer may sell or cause to be sold all or part of such Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all reasonable expenses of any and every kind incurred by it on account of such failure, insolvency or breach, or sale, accounting to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Bank shall remain liable for any deficiency after sale and reasonable expenses.

6. Any sale of such Collateral, or part thereof, made by the Treasurer hereunder may be made either at public or private sale; provided, however, it shall give Bank ten days written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Treasurer and Bank shall have the right to bid at such sale.

7. If at any time the aggregate market value of such Collateral so deposited with Custodian is less than the total sum required under said statutes, Bank shall within one business day deposit with Custodian such additional Collateral as may be necessary to cause the market value of such Collateral to equal the total amount of required Collateral. Bank shall make reasonable efforts to monitor the amount of deposits of Depositor, but it shall be the duty of Depositor to notify Bank of any significant increases in deposits. Bank shall monitor the market value of the Collateral at least monthly.

8. If Bank shall desire to sell or otherwise dispose of any one or more of said securities (Collateral) so deposited with Custodian, Bank may substitute for any one or more of such securities other securities of the same market value and character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank at any time and as often as it may desire; provided, however, that the aggregate market value of all Collateral pledged at any time shall be at least equal to the amount of Collateral required hereunder. With the tender of substitute Collateral to Custodian, Bank hereby warrants that the substitute Collateral will be of the same or greater market value as the Collateral released and of the kind and character permitted under the statutes. With respect to Collateral released under this paragraph, the security interest in such Collateral shall terminate upon proper and sufficient substitution.

9. Bank shall be entitled to any and all income, interest, dividend or periodic payments of principal plus prepayments of principal on securities held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of the Treasurer, provided that the Treasurer has not notified Custodian that Bank is in default under this Agreement.

10. Bank shall, or Bank shall cause Custodian to, promptly forward to the Treasurer copies of safekeeping or trust receipts covering all such Collateral held by Custodian for the benefit of Depositor, including substitute Collateral as provided for herein, and such receipts, or copies thereof, shall be deemed part of this Agreement. Custodian shall send such receipts directly to the Treasurer's office. Bank shall, or Bank shall cause Custodian to, remit statements of account of the Collateral to the Treasurer or its auditors at least semi-annually.

11. Securities (Collateral) delivered to Custodian in contemplation of or subsequent to execution of this Agreement, may be acceptable and effective as security for the purposes of this Agreement with or without specific mention by resolution of the appropriate governing committee or board of Bank or the governing body of Depositor.

12. If at any time the Collateral in the hands of Custodian shall have a market value in excess of that required by said statutes, the Treasurer shall within one business day upon demand by Bank, authorize Custodian to release a specified amount of such excess of Collateral, and Custodian shall deliver this specified amount of Collateral (or specified securities) to Bank, taking its receipt therefore, and Custodian shall have no further liability for Collateral so redelivered to Bank under this paragraph, and the security interest provided for hereunder shall terminate with respect to such released collateral.

13. Either the Treasurer or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be null and void from and after the expiration of sixty days after the receipt of such notice, or when, upon notice of termination, all deposits of Depositor have been paid out by Bank. Upon such proper termination of this Agreement, the security interest provided for herein shall terminate, and the Treasurer shall immediately give Custodian written notice of such termination, whereupon Custodian shall redeliver the Collateral to Bank.

14. When the depository relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to immediately give the Treasurer, who shall in turn give Custodian, written notice to that effect; whereupon Custodian shall redeliver to Bank all Collateral then in its possession belonging to Bank, taking its receipt therefore. Upon such notice that all deposits have been properly paid out, the security interest provided for herein shall terminate. However, unless a notice of termination (as described in paragraph 13, above) shall have been previously delivered, this Agreement shall be reinstated when a depository relationship shall be reinstated between Depositor and Bank.

15. This Agreement shall be governed by the laws of the State of Mississippi. Any modifications to this Agreement, or change in Custodian, shall be agreed to in writing signed by the Treasurer, Depositor and Bank. This Agreement is continuing and binding upon Bank and its successors and assigns, and shall inure to the benefit of the Treasurer, Depositor and its successors and assigns.

16. Bank shall not utilize a Custodian for the purpose of holding Collateral for the benefit of a public funds Depositor if such Bank and Custodian are owned by a single bank holding company.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

18. A copy of the resolution of the appropriate governing committee or board of Bank authorizing execution of this Agreement is attached hereto.

19. As used in this Agreement, the term "business day" shall mean a day in which the Federal Reserve Bank shall be open for the transaction of business.

EXECUTED ON THIS THE _____ DAY OF _____, 20_____, by the undersigned duly authorized officer of Bank.
FOR BANK:

_____
Title: Kathy Ryan, Vice President

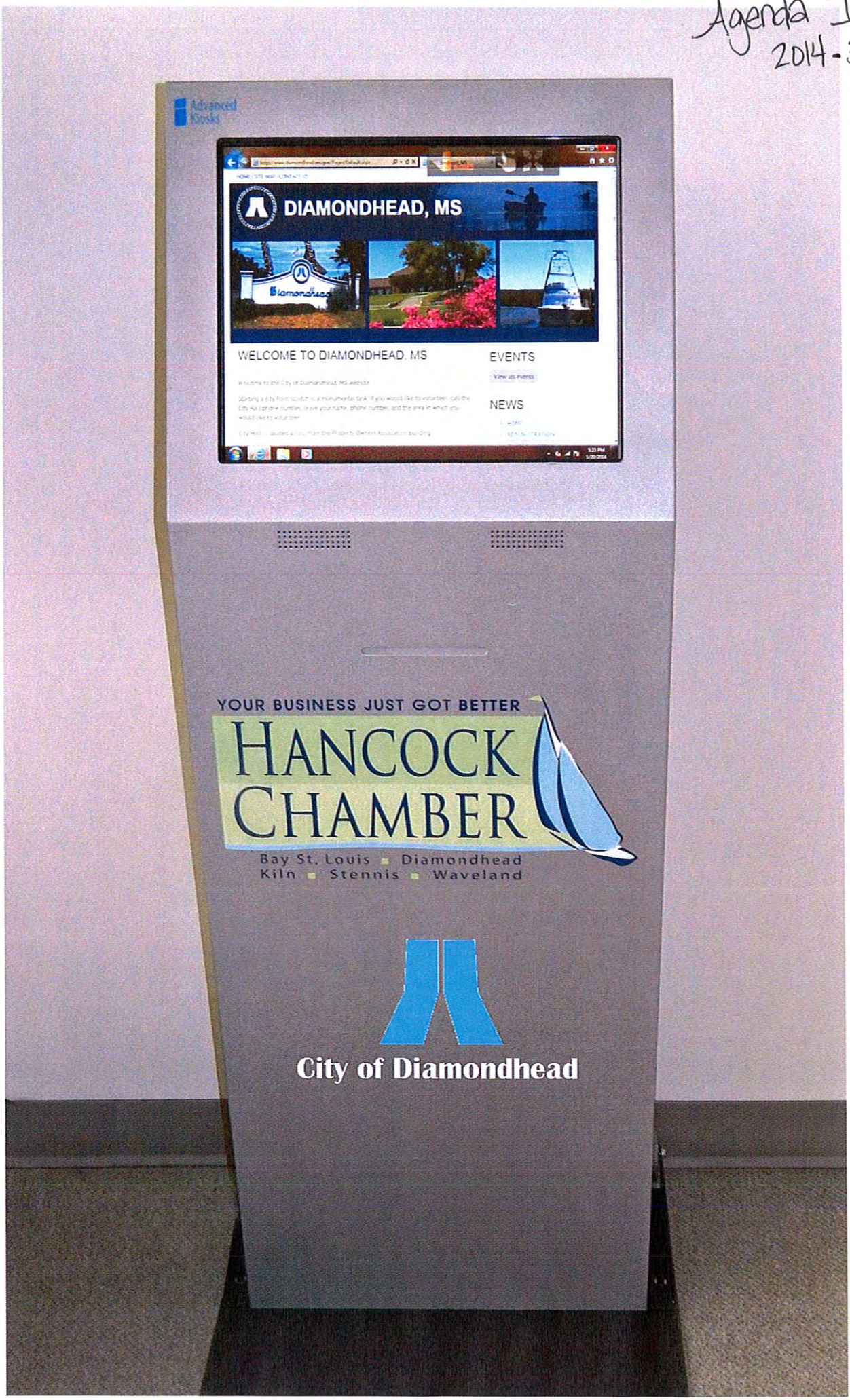
EXECUTED ON THIS THE _____ DAY OF _____, 20_____, by the undersigned duly authorized officer of Depositor.
FOR DEPOSITOR:

_____
Title:

EXECUTED ON THIS THE ____ DAY OF _____, 20___, by the undersigned duly authorized STATE TREASURER.

_____
Title:

Agenda Item#
2014-3072



Agenda Item # 2014-3073

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

Melinda L. McGrath
Executive Director

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

January 21, 2014

City of Diamondhead
Attn: Mayor Thomas E. Schafer IV
5000 Diamondhead Circle
Diamondhead, MS 39525

RE: Peak Hour Traffic Change for I-10 Eastbound Exit Ramp

Dear Mayor Schafer,

MDOT spoke concerning a traffic change to help address concerns of traffic congestion during afternoon weekday peak hours of 3:30 pm to 5:30 pm. This change would consist of requiring all eastbound exit traffic to turn right upon exiting and travel southbound, access the roundabout and thus travel back northward on Diamondhead Drive. This movement would prevent traffic from queuing onto I-10 in the eastbound direction. If the City of Diamondhead is agreeable to this configuration, MDOT would make and install the necessary signage and deliver a movable barricade. The City would be responsible for placing the barricade each day and removing in the designated time period. This is considered a short term solution while MDOT works on a viable permanent solution.

Thank you for your interest in the safety of our community. Should you require additional assistance or wish to discuss, please feel free to contact this office.

Sincerely,

Kelly Castleberry
District Engineer

pc: File
Traffic Division (Byrd)

Agenda Item # 2014-3074 (1)

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

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

FAIRWAY ESTATES RESIDENTS

The effective date of this agreement is 1-20-, 2014, and shall continue until canceled by either party. The Group wishes to improve their neighborhood by accomplishing the following activities:

FAIRWAY ESTATES RESIDENTS (HERE AFTER KNOWN AS THE RESIDENTS) AGREE TO ADOPT THE TRIANGLE BETWEEN THE INGRESS AND EGRESS LANES OF FAIRWAY DRIVE AND GOLF CLUB DRIVE. THE RESIDENTS WOULD LIKE TO BEAUTIFY THIS AREA BECAUSE WE HOLD (3) GATHERING IN THES AREA YEARLY. THE RESIDENTS WILL ALSO PROVIDE THE SUPPLIES AND LABOR TO COMPLETE THE ATTACHED IMPROVEMENTS. THE RESIDENTS AGREE TO MAINTAIN THE SHRUBS AND MULCHED AREA. THE CITY WILL NEED TO CONTINUE MOWING THE GREEN AREA. THE RESIDENTS ALSO REQUEST THAT WE BE NOTIFIED IN ADVANCE OF ANY

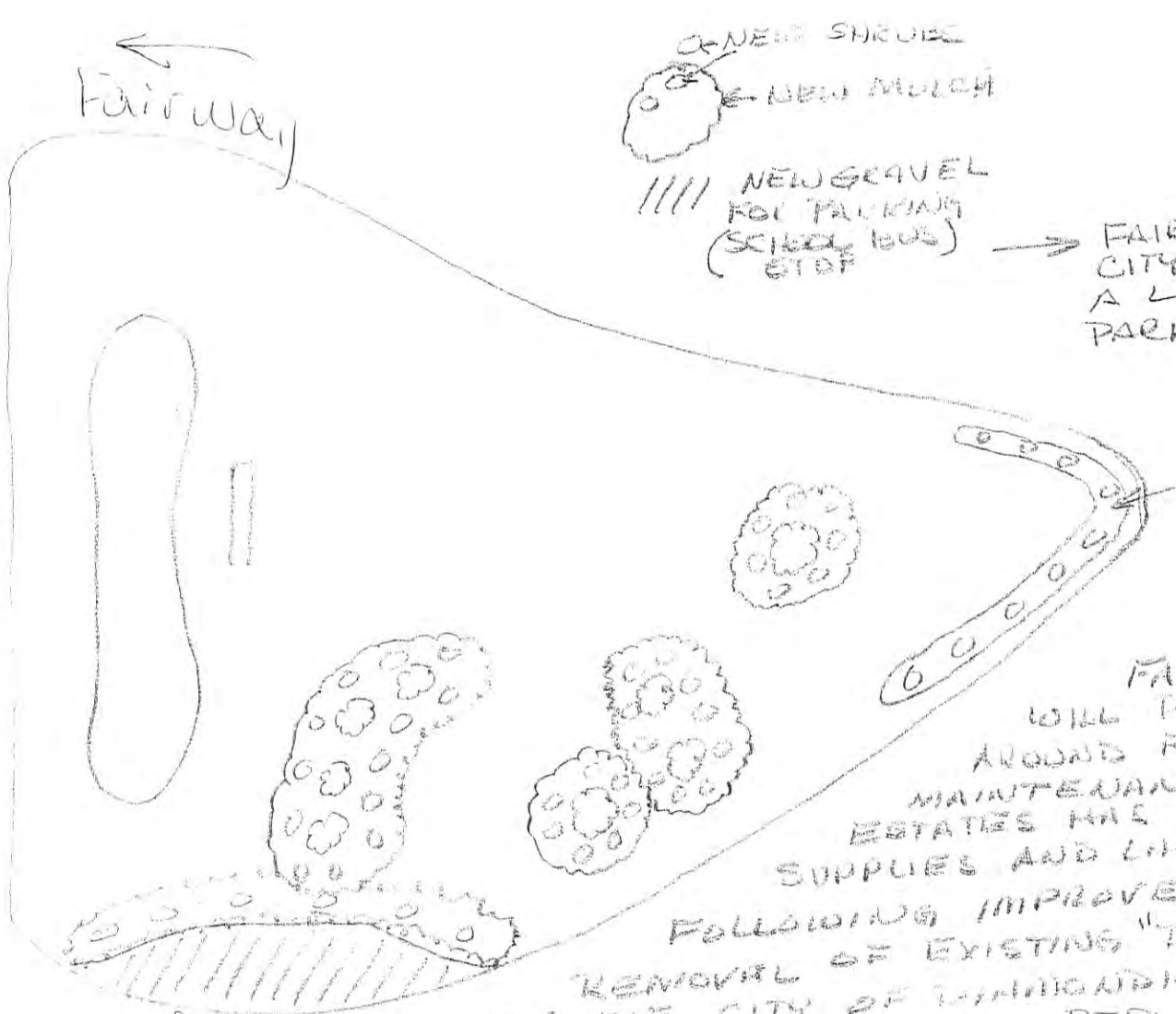
The City agrees to cooperate and coordinate its activities, which may overlap or duplicate activities listed with the Group but does not waive its responsibility or authority to perform any functions. The Group agrees to work toward a more attractive Diamondhead, supporting City ordinances and encouraging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

(SEE BACK)

	FAIRWAY ESTATES
City Manager	Group Name
	1-20-14
Date	Date
	CHUCK SITES
	Group Contact Name
	256 9360 CELL 314 0338
	Phone Number
	7604 FAIRWAY DRIVE
	Address

Date action taken by Council: _____

Minute Book and Page Number: _____



SHRUBS ENCHORE [illegible]

→ FAIRWAY ESTATES WOULD LIKE THE CITY OF DIAMONDHEAD TO PROVIDE A LOAD OF GRAVEL FOR THE PARKING AREA. 7 TONS OF GRAVE

AFTER DINE TREES ARE REMOVED.

FAIRWAY ESTATES RESIDENTS WILL PLACE SHRUBS AND MULCH AROUND EXISTING TREES TO RAISE MAINTENANCE OF TREE AREA. FAIRWAY ESTATES HAS AGREED TO PROVIDE LABOR SUPPLIES AND LABOR TO COMPLETE TREE FOLLOWING IMPROVEMENTS, AFTER TREE REMOVAL OF EXISTING "DAMAGED" TREES BY THE CITY OF DIAMONDHEAD FAIRWAY ESTATES WILL REPLACE TREES IF THE CITY WILL PLANT THEM AND PLACE SHRUBS AND MULCH AS SHOWN ABOVE. ALL IMPROVEMENTS HAVE BEEN DISCUSSED WITH THE BEAUTIFICATION COMMITTEE (MR PAUL MOASTSON)

ANY QUESTIONS PLEASE CONTACT

CHUCK SITES
HOME 228-255-9360
CELL 228-314-0358

FAIRWAY ESTATES WILL CONTINUE TO KEEP THIS AREA NICE LOOKING AS IN THE PAST. HOLD OUR ANNUAL ACTIVITIVES AS WE HAVE DONE FOR MANY YEARS AND CONTINUE TO UP GRADE THIS AREA AS FUNDS BECOME

Agenda Item #
2014-3074
(2)

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

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

median of 56133 Diamondhead Drive East

The effective date of this agreement is 1-17, 2014, and shall continue until canceled by either party. The Group wishes to improve their neighborhood by accomplishing the following activities:

planting and maintaining the median in front of 56133 Diamondhead Drive East
Trimming Bushes & Mowing -

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

City Manager

Date

Ph # 228-216-9990

Karen H Rice
Group

1-17-14
Date

FORM 068

OF [illegible]

City of Diamondhead, MS

Docket of Claims Register - Council

APPKT00086 - Docket of Claims 2/5/14

By Docket/Claim Number

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130276	Alternate Force							196.90
	01/21/2014	198200	Narco Pouch Test	001-200-50100	Supplies	Cocaine Salts and Base Reagent	48.98	
				001-200-50100	Supplies	Opistes, Oxycodone and Heroin	36.98	
				001-200-50100	Supplies	Reagent Marjuana, Fast Blue B Maijuana Hashish/Oil	110.94	
DKT130277	AT&T							105.36
	02/04/2014	01.12.2014	Repair Damage to Telephone Cable	001-140-61000	Telephone	Repair Damage to buried telephone cable	105.36	
DKT130278	Beeson's Auto Service							40.72
	02/04/2014	E107	Repair Unit 165	001-200-54200	Repairs & Maintenance - Vehicle	Repair Unit 165 Headlight	40.72	
DKT130279	Blaine LaFontaine							297.90
	02/05/2014	1.30.14	Travel Expenses MML	001-100-62000	Travel & Training	Travel Expenses MML	297.90	
DKT130280	Cintas Corporation							175.10
	02/05/2014	240317396	Uniform rentals	001-301-52300	Uniforms	Uniform rentals	175.10	
DKT130281	Clyde C Scott Insurance							1,675.00
	02/04/2014	9804	Surety Bonds	001-140-64200	Insurance	Surety Bonds for Staff	1,675.00	
DKT130282	Coast Electric Power Association							87.50
	02/05/2014	1.21.14	alawai ave garden lights 12.19-1.15.14	001-301-65100	Utilities - Street Lights	alawai ave garden lights 12.19-1.15.14	87.50	
DKT130283	Diamondhead Water and Sewer District							170.07
	02/04/2014	01.10.2014A	City Hall	001-140-65000	Utilities - General	City Hall	146.47	
		01.14.2014	Irrigation System	001-140-65000	Utilities - General	Irrigation System	23.60	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130284	Fleetcor Technologies Inc.							1,063.37
	02/04/2014	NP40239505	Fuel Charges 01.13 to 01.19.2014	001-200-52200	Fuel/Oil	Fuel 155	124.33	
				001-200-52200	Fuel/Oil	Fuel 165	29.25	
				001-200-52200	Fuel/Oil	Fuel 287	24.63	
				001-200-52200	Fuel/Oil	Fuel 350	29.25	
				001-200-52200	Fuel/Oil	Fuel 462	122.49	
				001-200-52200	Fuel/Oil	Fuel 642	77.92	
				001-200-52200	Fuel/Oil	Fuel 789	75.01	
				001-200-52200	Fuel/Oil	Fuel 801	75.94	
				001-200-52200	Fuel/Oil	Fuel 803	41.54	
		NP40286841	fuel charges 1.20.14-1.26.14	001-200-52200	Fuel/Oil	fuel charges 1.20.14-1.26.14	31.00	
				001-200-52200	Fuel/Oil		83.68	
				001-200-52200	Fuel/Oil		33.87	
				001-200-52200	Fuel/Oil		74.69	
				001-200-52200	Fuel/Oil		36.60	
				001-200-52200	Fuel/Oil		26.05	
				001-200-52200	Fuel/Oil		86.69	
				001-200-64200	Insurance		33.69	
				001-650-52200	Fuel/Oil		56.74	
DKT130285	International Code Council							938.00
	01/17/2014	0383904	2012 Complete Code and Commentary PDF Download	001-650-63200	Publications	2012 complete Code & Commentary	748.00	
				001-650-63200	Publications	2012 Plan Review Records Combo Pack checklist	190.00	
DKT130286	Kristin Ventura							123.00
	02/04/2014	01.17.2014	Per Diem Court Clerk Training	001-110-62000	Travel & Training	Per Diem Court Clerk Training	123.00	
DKT130287	Lee Tractor							138.31
	02/04/2014	PI68983	Fuel Gauge	001-301-54300	Repairs & Maintenance - Equipment	Fuel Gauge	138.31	
DKT130288	Levanway Associates							3,000.00
	02/04/2014	01.17.2014	Government Relations Agreement	001-140-60100	Professional Fees - Consulting	Government Relations Agreement	3,000.00	
DKT130289	MS Municipal Workers' Compensation Group							6,797.00
	02/04/2014	01.22.2014	Workmens' Compensation Final Paymen	001-140-64200	Insurance	Workmen's Compensation Final Payment 2014	6,797.00	
DKT130290	North Bay Auto							43.44
	02/04/2014	15492	Service Unit 350	001-200-54200	Repairs & Maintenance - Vehicle	Regualar Service - Oil Change and Inspection	43.44	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130291	Office Depot							60.68
	02/04/2014	686684573001*	Canon LS-100TS Calculator	001-140-50100	Supplies	Blue refill ink	3.32	
				001-140-50100	Supplies	Canon LS-100TS Calculator	7.14	
				001-140-50100	Supplies	wire rack	5.73	
		69074984001	3 Cash Drawers	001-110-50100	Supplies	Pre inked Stamp	44.49	
DKT130292	Pete's							480.00
	03/04/2014	1019	Clay Gravel	001-301-54500	Repairs & Maintenance - Street Repair	Clay Gravel	480.00	
DKT130293	Sea Coast Echo							137.10
	02/04/2014	02526682-001	RFB 2014-1023 DRAINAGE IMPROVEMENTS	001-140-63000	Advertising	Advertisement for DRAINAGE IMPROVEMENT Bid	51.84	
	01/23/2014	1.23.14	Legal Notice	001-650-63000	Advertising	Advertise for legal notice	35.40	
	01/25/2014	1.25.14a	Ad for Bid on lot clean up	001-650-63000	Advertising	Ad for bid on lot clean up	49.86	
DKT130294	South Mississippi Business Machines							219.00
	02/04/2014	01.16.2014	Lease Payment number 9	001-140-67200	Rent - Copier	Lease Payment number 9	219.00	
DKT130295	Stewart, sneed Hewes							27,389.94
	02/04/2014	20022	Renewal of Property Insurance	001-140-64200	Insurance	Renewal of Property Insurance	26,108.94	
		3605010	Flood Insurance	001-140-64200	Insurance	Flood Insurance	1,281.00	
DKT130296	Sun Coast Business Supply							452.42
	01/24/2014	1040837-0	Janitorial Supplies	001-140-52000	Cleaning & Janitorial	33X39 WHITE TRASH BAGS	43.77	
				001-140-52000	Cleaning & Janitorial	38X58 BLACK TRASH BAGS	83.64	
				001-140-52000	Cleaning & Janitorial	4 GAL CAN LINERS	39.70	
				001-140-52000	Cleaning & Janitorial	BOUNTY PAPER TOWELS	103.80	
				001-140-52000	Cleaning & Janitorial	Fabulsos Multi-Use Cleaner	59.80	
				001-140-52000	Cleaning & Janitorial	SINGLE ROLL BATHROOM TISSUE	63.90	
				001-140-52000	Cleaning & Janitorial	WHITE MULTIFOLD TOWELS	57.81	
DKT130297	Sun Herald							52.72
	01/22/2014	00175340	Ad for Drainage Improvements	001-140-63000	Advertising	Ad for Drainage Improvements	52.72	
DKT130298	Tindell Law Firm							9,461.43
	02/04/2014	01.20.2014	February Retainer	001-110-60300	Professional Fees - Legal	February Retainer	5,000.00	
		01.20.2014A	December Invoice	001-110-60300	Professional Fees - Legal	December Billing - Includes Overstreet Charge	4,461.43	
DKT130299	Tyler Technologies							3,250.00
	02/04/2014	025-78658	Project Management Financials	001-140-91400	Capital Outlay -	Project Mangement Financials	2,500.00	
		025-86220	Corey Collins - Financials	001-140-91400	Capital Outlay -	Corey Collins - Financials	750.00	

Docket/Claim #	Vendor Name / Payable Date	Payable Number	Payable Description	Account Number	Account Name	Item Description	Line Amount	Payment Amount
DKT130300	Universal TelCom LLC							754.15
	02/04/2014	43642	Monthly Service for January	001-140-61000	Telephone	Monthly Service for January	754.15	

Total Claims: 25 **Total Payment Amount: 57,109.11**