



5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

Agenda Item 2015-132

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Penn Credit – delinquent fine collections

Attached for your review and approval is the agreement with Penn Credit Corporation to perform delinquent fine collections on behalf of the City. There are no costs involved for the City. Commission earned by Penn Credit Corporation will be calculated on the basis of total amount collected. The City will receive 100% of the fine collection plus a percentage for our administrative costs.

If you find this document to be in order, please proceed with my recommendation for approval and authorization the City Manager to execute same.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Reed'.

Clovis Reed
City Manager

CR:jk

attachment

CONTRACT

This **CONTRACT** is being entered into as of _____, 2015 between **Penn Credit Corporation**, (hereinafter referred to as **PCC**), and the **City of Diamondhead, MS** (hereinafter referred to as **CLIENT**).

PCC and **CLIENT** therefore agree that the following shall constitute the service conditions between **PCC** and **CLIENT** applicable to this engagement:

- 1. Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an employee, partner, joint venture, or associate of the other party. An employee of one party shall not be an employee or agency of the other party for any reason whatsoever.
- 2. Agent Relations:** The **CLIENT** agrees to employ **PCC** to investigate, communicate, and to take any and all reasonable and legal collection steps. All collection steps taken by **PCC** in the settlement and collection of assigned accounts will be in accordance with federal and state consumer protection laws, including the terms of the Fair Debt Collection Practices Act and procedures of ACA International, of which **PCC** shall remain a member in good standing.
- 3. Right of Endorsement:** The **CLIENT** grants and conveys to **PCC** the right of endorsement in clearing drafts, checks and notes for collection applicable to this Contract.
- 4. Releases and Return of Accounts:** **PCC** agrees to release and return specified accounts assigned and in process of collection within thirty (30) days of the receipt of a written request from the **CLIENT** or by any other date specified herein. Those accounts on which payment has been made within ninety (90) days prior to the written notice or is anticipated to have additional payments within one hundred eighty (180) days will remain with **PCC** for collection. All accounts returned will be listed in alphabetical order along with the current balance of each account.
- 5. Payment to Client (Member Payments):** The **CLIENT** agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor and/or third party corresponding to all accounts placed.
- 6. Accountings:** **PCC** agrees to report and pay to the **CLIENT**, gross proceeds of all collections pursuant to MS Code 21-17-1 (6); **PCC** will invoice **CLIENT** monthly for collection commission and the **CLIENT** will remit to **PCC** any proceeds due based on its collection efforts within thirty (30) days of billing. The **CLIENT** will be charged full commissions on any payments received by either **PCC** or **CLIENT** on/after the date accounts are placed with **PCC**. Said payment and reports will be submitted by **PCC** to **CLIENT** no later than the 20th day following the end of the calendar month.
- 7. Confidential Information:** Both Parties ("**Discloser**") will be supplying to the other (the "**Recipient**"), directly and/or indirectly, confidential information as relates to the method of its operations, which is proprietary to and solely owned by the respective party. Both parties agree during the term of the Contract and thereafter for the indefinite future, that the Recipient will not, without the express written consent of discloser, utilize or disclose any such information to any third party, except as necessary to comply with Mississippi or Federal law.
- 8. FTC Red Flag Rules:** **PCC** shall maintain an Identity Theft Prevention Program in accordance with 16 C.F.R. Part 681 FTC Red Flag Rules throughout the life of the contract.

9. Indemnification.

- A. **PCC** shall defend, hold harmless and indemnify **CLIENT**, its affiliates, shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against **CLIENT**, its affiliates, shareholders, officers and employees of **CLIENT** arising out of the collection activities of **PCC** if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any negligent actions by **PCC**, its officers, employees or contractors.
- B. The obligations of **CLIENT** and **PCC** under this Section 9 shall be subject to the laws of the State of Mississippi and be continuing obligations of **CLIENT** and **PCC**, as the case may be, and shall specifically survive the termination of this Contract or any other Contract between **CLIENT** and **PCC**.

10. Term of Contract: This Contract is continuing and will remain in effect until terminated by either party. Under such circumstances, the terminating party shall provide the other party sixty (60) days written notice, unless the parties shall mutually agree to terminate the Contract, at which time the Contract may be terminated immediately. **PCC** will be entitled to compensation on collections which occur for up to sixty (60) days after the termination date.

11. Commission Fee: Penn Credit will be entitled to 16.5% of the total dollars collected for in-state accounts and 30% for out-of-state accounts. The commission percentage will be calculated against the total amount owed by the violator, inclusive of the principal fine amount and the statutory collection fee added by the City. All credit/debit card processing fees are the obligation of **PCC** and will not to be deducted from **CLIENT** remittance.

12. Assignment and Subleasing: **PCC** shall not have the right to assign this Contract or sell, transfer or sublet any portion thereof without the express written consent of **CLIENT**; said consent of the **CLIENT** however shall not release or discharge **PCC** from any obligations hereunder.

13. Effect of Partial Invalidity: The invalidity of any part of this Contract will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

14. Waiver: Waiver by **CLIENT** of any breach of any covenant or duty of **PCC** under this Contract is not a waiver of a breach of any other covenant or duty of **PCC**, or of any subsequent breach of the same covenant or duty. Any waiver by **CLIENT** must be in writing to constitute a waiver.

15. Jurisdiction: This Contract shall be governed by the laws of the State of Mississippi, and the sole and exclusive venue for any disputes arising out of this Contract shall be any state court located within Hancock County, Mississippi, or federal court located within the same venue.

16. Miscellaneous:

- a. This Contract and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
- b. This Contract contains the entire understanding between the parties hereto and supersedes any and all prior contracts, undertakings and arrangements between the parties relating to the subject matter

hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.

- c. The captions of the Contract are used for convenience of reference only and shall have no significance in construing the text of the Contract.

17. Notices: All notices provided for in this Contract shall be made in writing and shall be transmitted to the proper Authorized Representative and address shown below, unless advance written notice is provided to the other party notifying them that either the name of their designated Authorized Representative and/or his/her address has been changed. Proper notice shall be deemed given when it is either:

- a. Hand delivered to the Authorized Representative to whom the notice is addressed and a signed receipt is given, or
- b. Mailed by United States Post Office Registered Mail, Return Receipt Requested, with postage prepaid to the Authorized Representative at the address shown below:

PCC:

Donald C. Donagher, Jr., CEO
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104

Client:

Clovis Reed, City Manager
City of Diamondhead, MS
5000 Diamondhead Circle
Diamondhead, MS 39525

18. Mutual Agreement: In witness whereof, the respective parties hereto and their Authorized Representatives have mutually agreed to the provisions of this Contract as indicated below:

For: Penn Credit Corporation

Authorized Representative, Title: Donald C. Donagher, Jr., CEO

Signature **Date**

For: City of Diamondhead, MS

Authorized Representative, Title: Clovis Reed, City Manager

Signature **Date**

Agenda Item
2015-133

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
**City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525**
2. List the date and population of the latest official U.S. Census or most recent official census:
2010 Census designated place of population of 8425
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

See attached

4. Period of time covered by this questionnaire:
From: October 1, 2012 To: September 30, 2015
5. Expiration date of current elected officials' term:
June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2013

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y
Exception: 2 Hum V's are in process of being appropriately marked |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | Y |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| ▪ Board or council members (Sec. 21-17-5) | Y |
| • Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| Municipal clerk (Section 21-15-38) | |
| • Deputy clerk (Section 21-15-23) | Y |
| • Chief of police (Section 21-21-1) | Y |
| • Deputy police (Section 45-5-9) (if hired under this law) | N/A |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y
**FY14 Audit will be complete by
 September 30, 2015**

PART II- Cash and Related Records

- | | |
|---|---|
| 1. Where required, is a claims docket maintained? (Section 21-39-7) | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) | Y |
| 2. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) | Y |
| 3. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) | Y |
| 4. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) | Y |
| 5. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor?
(Sections 21-35-5, 21-35-7 and 21-35-9) | Y |
| 6. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) | Y |
| 7. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) | Y |
| 8. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget?
(Section 21-35-25) | Y |
| 9. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting?
(Section 21-35-25) | Y |

- | | | |
|-----|--|-----|
| 11: | Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y |
| 12. | Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y |
| 13. | Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y |
| 14. | Has the municipality commissioned Municipal depositories? (Sections 27-105-353 and 27-105-363) | Y |
| | Next renewal is in 2016 | |
| 15. | Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | N/A |
| 16. | Are donations restricted to those specifically authorized by Law ? [Section 21-17-5 (Section 66, Miss. Constitution) Sections 21-19-45 through 21-19-59, etc.] | Y |
| 17. | Are fixed assets properly tagged and accounted for? (Section II- Municipal Audit and Accounting Guide) | Y |
| 18. | Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y |
| 19. | Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y |

PART III - Purchasing and Receiving

- | | | |
|----|--|---|
| 1. | Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31 -7-13 (b) and (c)] | Y |
| 2. | Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y |
| 3. | Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y |
| 4. | Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y |

PART IV - Bonds and Other Debt

- | | | |
|----|--|-----|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year?
(Section 21-33-303) | Y |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | N/A |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | N/A |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y |

PART V - Taxes and Other Receipts

- | | | |
|----|--|-----|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes?
(Section 21-33-53) | Y |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | N/A |
| | City has Interlocal agreement with Hancock County to perform this task | |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | N/A |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | N/A |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | N/A |
| 9. | Has the municipality levied or appropriated not less than ¼ | |

- | | | |
|-----|--|----------------------------------|
| | mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | N/A |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | Y |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | Y |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | N/A
The City has not sold any |
| 13. | Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) | Y |
| 14. | Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) | N/A |
| 15. | Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) | Y |

City of Diamondhead, MS
Certification to Municipal Compliance Questionnaire
Year Ended September 30, 2015

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Diamondhead _____, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

ATTACHMENT #1

FIRST	M	LAST	ADDRESS	HOME	CELL OR OFS
Ernest	J	Knobloch	747 Mahalo Hui Dr. Diamondhead, MS 39525	228-255-0546	228-305-0800
Blaine	G	LaFontaine	88151 Golf Club Dr. Diamondhead, MS 39525		228-493-8283
Joseph	G	Lopez Jr.	22 Devils Elbow Diamondhead, MS 39525	228-255-3357	228-424-5555
Ronald	L	Rech	792 Ewa Ct. Diamondhead, MS 39525	228-255-9532	228-342-2061
Clovis	B	Reed	5000 Diamondhead Circle Diamondhead, MS 39525	228-493-7674	228.222.4626 ofs
Thomas	E	Schafer IV	8250 Maunalani Pl. Diamondhead, MS 39525	228-255-8096	228.493.3363
Thomas	A	Sislow	658 Mauna Loa Pl. Diamondhead, MS 39525	847-662-7525	847-662-7525
Sean	J.	Tindell	2200 25 th Avenue Gulfport, MS 39501		228.896.8962 ofs

Mayor: Tommy Schafer

Councilmembers: Ernie Knobloch
Joe Lopez
Blaine LaFontaine
Thom Sislow
Ron Rech

City Attorney: Sean Tindell

City Manager: Clovis Reed

City Clerk: Kristin Ventura*

Address: 5000 Diamondhead Circle
Diamondhead, MS 39525
228.222.4626

* Contact for more information.



CITY OF DIAMONDHEAD, MISSISSIPPI

www.diamondhead.ms.gov

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

September 30, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

I hereby recommend for your consideration and approval the annual Red Cross Southeast Mississippi Chapter donation in the amount of \$500.00. The City, pursuant to MS Code §21-19-57, is authorized to donate annually to the local American Red Cross Chapter a sum not exceeding \$100 per million of assessed valuation. As in previous years, the \$500.00 donation is included in the ensuing budget.

Thank you in advance for your consideration and approval.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is fluid and cursive, with the first name 'Clovis' and the last name 'Reed' clearly distinguishable.

Clovis Reed
City Manager

CR:jk



1 of 100 DOCUMENTS

MISSISSIPPI CODE of 1972 ANNOTATED
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*** Current through the 2014 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 21. MUNICIPALITIES
CHAPTER 19. HEALTH, SAFETY, AND WELFARE.

GO TO MISSISSIPPI STATUTES ARCHIVE DIRECTORY

Miss. Code Ann. § 21-19-57 (2014)

§ 21-19-57. Donating to American Red Cross

Any mayor and board of commissioners of any city and/or any mayor and board of aldermen of any municipality in this state, are hereby authorized and empowered, in their discretion, to donate annually, out of any moneys in the municipal treasury, to be drawn by warrant thereon, a sum not exceeding One Hundred Dollars (\$ 100.00) per million of assessed valuation to the support of a local chapter of the American Red Cross, in said municipality.

HISTORY: SOURCES: Codes, Hemingway's 1917, §§ 3798, 3810, 3811; Hemingway's 1921 Supp. § 3811c; 1930, § 290; 1942, § 2998; Laws, 1908, ch. 134; Laws, 1916, chs. 143, 235; Laws, 1918, ch. 205; Laws, 1920, ch. 289; Laws, 1922, ch. 302; Laws, 1924, chs. 217, 222; Laws, 1926, chs. 204, 212, 305, 306; Laws, 1928, chs. 233, 236; Laws, 1930, chs. 33, 56, 185; Laws, 1938, chs. 299, 326; Laws, 1956, ch. 181; Laws, 1958, ch. 212; Laws, 1962, ch. 251, eff from and after passage (approved June 1, 1962).

JUDICIAL DECISIONS

1. IN GENERAL.

County cannot appropriate money to private corporation. *Brister v. Leflore County*, 156 Miss. 240, 125 So. 816 (1930).

ATTORNEY GENERAL OPINIONS

Whether municipality may donate funds for specific purpose to American Red Cross depends upon whether purpose falls within guidelines of that organization and whether Red Cross will ensure that funds are used for designated purpose; statute does not authorize city to use American Red Cross as conduit for donations which Red Cross is not authorized to make under its by-laws and guidelines. Granberry Nov. 19, 1993, A.G. Op. #93-0772.

Whether a particular organization is one entitled to a donation is a fact determination which must be made by the governing authorities; the mayor alone does not have the authority to make this determination. Brewer, May 30, 2003, A.G. Op. 03-0275.



5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626

Fax: 228.222.4390

September 30, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Pay Request No. 2 Live Oak Drive-Phase 1

Attached for your consideration and approval is Pay Request No. 2 in the amount of \$151,621.00 to MOWA Development, LLC for Live Oak Drive Improvements-Phase 1. If you find these documents to be in order, please accept my recommendation for approval.

Thank you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clovis Reed', is written over the word 'Sincerely,'.

Clovis Reed
City Manager

CR:jk

attachment

SEYMOUR

ENGINEERING

CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS



925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

September 23, 2015

Mr. Clovis Reed
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 38525

**Re: Live Oak Drive Improvements Phase 1
Pay Request No. 2**

Dear Mr. Reed:

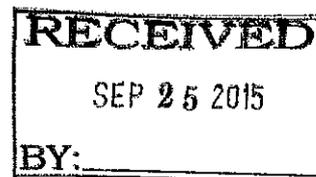
Enclosed you will find Pay Request No. 2 for the above referenced project. The work has been performed and is acceptable. We recommend to the City of Diamondhead, that MOWA Development, LLC be paid the requested amount of \$151,621.00.

Respectfully submitted,

SEYMOUR ENGINEERING

A handwritten signature in black ink that reads 'Edward L. Hogg'.

Edward L. (Ned) Hogg, P.E.
228-385-2350 x108
nhogg@seymoureng.com



ELH/mah

CONTRACTOR'S APPLICATION FOR PAYMENT

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

FROM: MOWA Development, LLC
P.O. Box 1492
Gautier, MS 39553

PROJECT: Live Oak Drive Improvements
Phase 1

VIA (Engineer): Seymour Engineering
925 Tommy Munro Dr
Biloxi, MS 39532

APPLICATION FOR PAYMENT: 2
DATE OF APPLICATION: 9/22/15
Period From: 8/29/15
Period To: 9/22/15
ENGINEER'S PROJECT NO: 13-070.05
CONTRACT DATE: 6/16/2015

CHANGE ORDER SUMMARY

Change Orders approved in Previous months by Owner		TOTAL	ADDITIONS	DEDUCTIONS
Approved this Month			0.00	
Number	Date Approved			
TOTALS			\$0.00	\$0.00
Net change by Change Orders			\$0.00	\$0.00

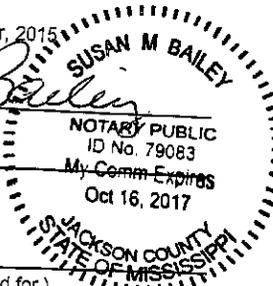
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, is attached,

1. ORIGINAL CONTRACT SUM.....	\$207,574
2. Net change by Change Order.....	\$0
3. CONTRACT SUM TO DATE (Line 1+2).....	\$207,574
4. TOTAL COMPLETED & STORED TO DATE.....	\$181,986
(Column G on Continuation Sheets)	
5. RETAINAGE:	
a. 5% of Completed Work.....	\$9,099
(Column D+E on Continuations Sheets)	
b. 5% of Stored Material.....	\$0
(Column F on Continuation Sheets)	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheets).....	\$9,099
6. TOTAL EARNED LESS RETAINAGE.....	\$172,886
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	
(Line 3 less Line 6)	

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: Steve Jordan
By: Steve Jordan, President
Date: 9/22/2015

State of Mississippi
Subscribed and sworn to before me this 22 day of September, 2015
Notary Public: Susan M. Bailey
Susan Bailey
My Commission expires: 10/16/2017



AMOUNT CERTIFIED
\$ 151,621.00
(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Edward G. Hogg
By:

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

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

1

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Diamondhead 5000 Diamondhead Circle Diamondhead, MS 39525	PROJECT: Live Oak Drive Improvements Phase 1	APPLICATION FOR PAYMENT: 2 DATE OF APPLICATION: 9/22/15 Period From: 8/29/15
FROM: MOWA Development, LLC P. O. Box 1492 Gautier, MS 39553	VIA (Engineer): Seymour Engineering 925 Tommy Munro Dr Biloxi, MS 39532	Period To: 9/22/15 ENGINEERS PROJECT NO.: 13-070.05 CONTRACT DATE: 6/16/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0.00	
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders	\$0.00	\$0.00

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

CONTRACTOR:

Steve Jordan

By: Steve Jordan, President Date: 9/22/2015

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

1. ORIGINAL CONTRACT SUM..... \$207,574
2. Net change by Change Order..... \$0
3. CONTRACT SUM TO DATE (Line 1+2)..... \$207,574
4. TOTAL COMPLETED & STORED TO DATE..... \$181,986
(Column G on Continuation Sheets)
5. RETAINAGE:
 - a. 5% of Completed Work..... \$9,099
(Column D+E on Continuations Sheets)
 - b. 5% of Stored Material..... \$0
(Column F on Continuation Sheets)
- Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheets)..... \$9,099
6. TOTAL EARNED LESS RETAINAGE..... \$172,886
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$21,265
8. CURRENT PAYMENT DUE..... \$151,621
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$34,688
(Line 3 less Line 6)

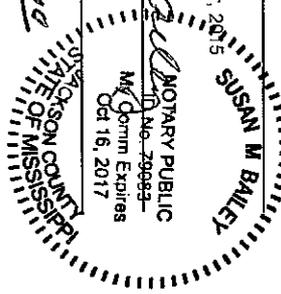
AMOUNT CERTIFIED

\$ 151,621

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: *Edward S. Cross*

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



AMOUNT CERTIFIED

\$ 151,621

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: *Edward S. Cross*

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

CONTINUATION SHEET

APPLICATION FOR PAYMENT: 2

PAGE 2 OF 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Live Oak Drive I
Phase 1

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

Use column I on contracts where variable retainage for line items may apply

ENGINEERS PROJECT NO: 13-070.05

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F Materials Presently Stored (not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J Retainage 10% till 50% complete
			Previous Applications (D+E)	This Period					
1	BONDING, INSURANCE, TAXES	\$9,502.32	\$9,502.32	\$0.00		\$9,502.32	100%	\$0.00	\$475.12
2	CONSTRUCTION ALLOWANCE (see #36)	\$10,000.00	\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
3	QUALITY CONTROL/SAFETY & SUPERVISION	\$18,000.00	\$2,700.00	\$13,500.00		\$16,200.00	90%	\$1,800.00	\$810.00
4	GENERAL CONDITIONS	\$17,097.43	\$0.00	\$15,400.00		\$15,400.00	90%	\$1,697.43	\$770.00
5	SOUTH SIDE								
6	S MOBILIZATION AND TRAFFIC CONTROL SETUP	\$5,250.00	\$2,625.00	\$2,625.00		\$5,250.00	100%	\$0.00	\$262.50
7	S. PAVEMENT REMOVAL	\$9,512.87	\$4,800.00	\$4,712.87		\$9,512.87	100%	\$0.00	\$475.64
8	S EXCAVATION & SUB GRADE PREP	\$7,982.50	\$4,000.00	\$3,982.50		\$7,982.50	100%	\$0.00	\$399.13
9	S. DUCTILE IRON CASING(CX SEE NO 34)	\$3,800.00	\$3,800.00	\$0.00		\$3,800.00	100%	\$0.00	\$190.00
10	S. SELECT BACKFILL INSTALL	\$2,818.75	\$0.00	\$2,818.75		\$2,818.75	100%	\$0.00	\$140.94
11	S. MATERIAL BACKFILL	\$2,200.00	\$0.00	\$2,200.00		\$2,200.00	100%	\$0.00	\$110.00
12	S. FABRIC & LIMESTONE BASE COURSE INSTALL	\$10,485.00	\$0.00	\$10,485.00		\$10,485.00	100%	\$0.00	\$524.25
13	S. MATERIAL - FABRIC & LIMESTONE	\$8,935.50	\$0.00	\$8,935.50		\$8,935.50	100%	\$0.00	\$446.78
14	S. ASPHALT BASE COURSE INSTALL	\$7,200.00	\$0.00	\$7,200.00		\$7,200.00	100%	\$0.00	\$360.00
15	S. MATERIAL - ASPHALT	\$4,680.00	\$0.00	\$4,680.00		\$4,680.00	100%	\$0.00	\$234.00
16	NORTH SIDE								
17	N. RELOCATION OF TRAFFIC CONTROL	\$2,250.00	\$0.00	\$2,250.00		\$2,250.00	100%	\$0.00	\$112.50
18	N. CURB ISLAND REMOVAL	\$2,500.00	\$0.00	\$2,500.00		\$2,500.00	100%	\$0.00	\$125.00
19	N. PAVEMENT REMOVAL	\$7,012.88	\$0.00	\$7,012.88		\$7,012.88	100%	\$0.00	\$350.64
20	N EXCAVATION AND SUB GRADE PREP	\$7,982.50	\$0.00	\$7,982.50		\$7,982.50	100%	\$0.00	\$399.13
21	N. DUCTILE IRON CASING(CX SEE NO 34)	\$3,800.00	\$3,800.00	\$0.00		\$3,800.00	100%	\$0.00	\$190.00
22	N. SELECT BACKFILL INSTALL	\$2,818.75	\$0.00	\$2,818.75		\$2,818.75	100%	\$0.00	\$140.94
23	N. MATERIAL BACKFILL	\$2,200.00	\$0.00	\$2,200.00		\$2,200.00	100%	\$0.00	\$110.00
24	N. FABRIC & LIMESTONE BASE COURSE INSTALL	\$10,485.00	\$0.00	\$10,485.00		\$10,485.00	100%	\$0.00	\$524.25
25	N. MATERIAL - FABRIC & LIMESTONE	\$8,935.50	\$0.00	\$8,935.50		\$8,935.50	100%	\$0.00	\$446.78
26	N. ASPHALT BASE COURSE INSTALL	\$7,200.00	\$0.00	\$7,200.00		\$7,200.00	100%	\$0.00	\$360.00
27	N MATERIAL - ASPHALT	\$4,680.00	\$0.00	\$4,680.00		\$4,680.00	100%	\$0.00	\$234.00
28	PROJECT WIDE								
29	ASPHALT SURFACE COURSE INSTAL	\$9,000.00	\$0.00	\$9,000.00		\$9,000.00	100%	\$0.00	\$450.00
30	MATERIAL - S C ASPHALT	\$11,520.00	\$0.00	\$11,520.00		\$11,520.00	100%	\$0.00	\$576.00

CONTINUATION SHEET

APPLICATION FOR PAYMENT: 2

PAGE 3 OF 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Live Oak Drive I
Phase 1

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

Use column I on contracts where variable retainage for line items may apply

ENGINEERS PROJECT NO: 13-070.05

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F Materials Presently Stored (not in D or E)	G TOTAL COMPLETED & STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I Retainage 10% till 50% complete
			Previous Applications (D+E)	This Period		% G/C			
31	GRASSING, CLEANUP, ASPHALT CURE PERIOD	\$4,225	\$0.00	\$0.00		\$0.00	0%	\$4,225.00	\$0.00
32	STRIPING	\$5,500	\$0.00	\$0.00		\$0.00	0%	\$5,500.00	\$0.00
33	WORK CHANGE DIRECTIVES								
34	No 1 - DELETE D I PIPE ITEMS 9 & 21	-\$7,600	-\$7,600.00	\$0.00		-\$7,600.00	100%	\$0.00	-\$380.00
35	No 1 -ADD HEADER CURB AT HOTEL	\$5,234	\$0.00	\$5,234.00		\$5,234.00	100%	\$0.19	\$261.70
36	No 1 - INCREASE IN CONTRUC ALLOWANCE ITEM NO 2 (=#34 - 35)	\$2,366	\$0.00	\$0.00		\$0.00	0%	\$2,365.81	\$0.00
37						\$0.00	0%		
	TOTALS	\$207,574	\$23,627.32	\$158,358.25	\$0	\$181,985.57	87.67%	\$25,588.43	\$9,099.28

*Suzanne Bailey 9/21/15
MOWA Development, LLC*

D. R. [Signature]



CITY OF DIAMONDHEAD, MISSISSIPPI

www.diamondhead.ms.gov

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Municode – Ordinance Codification and Publication

Attached for your review and approval is the agreement with Municipal Code Corporation for ordinance codification, hosting and supplemental services. The finalizing and codification process will take 8 – 12 months to complete. A breakdown of the pricing is as follows:

ONE TIME CHARGES:

Codification \$9,600 based on 400 page ordinance **estimated** (per page charge not to exceed \$12,000 if total page count exceeds 400)

ANNUAL CHARGES:

On-line hosting/support \$550 p/year

AS NEEDED CHARGES:

OrdBank \$35.00 p/
 Ordinance each time a new ordinance/text amendment is adopted, the ordinance/amendment will post un-codified until such time supplementation is requested, typically 1-2 times per year

Supplementation \$19 p/ page includes codification/posting services

If you find the proposal for Municode services to be acceptable, my recommendation is for approval and to authorize the City Manager to execute same.

Sincerely,

Clovis Reed
City Manager

CR:jk



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

July 30, 2015

Mr. Clovis Reed
City Manager
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Sent Via Email: creed@diamondhead.ms.gov

Dear Mr. Reed,

Thank you for meeting with our Vice President of Sales, Dale Barstow, and for expressing interest in utilizing Municode for codification and supplementation services. We have reviewed the City's Ordinances, as posted online, and are pleased to submit the following information to the City of Diamondhead.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work is completed by our experienced team of in-house attorneys.

Experience. With over 3,700 customers in all 50 states, we are the most trusted and experienced codifier of local government codes in the nation. Our team of attorneys has an average of over 20 years of codification experience. With over 185 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 64 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Commitment to Mississippi. We are proud to serve 40 clients in the State of Mississippi. We regularly attend, support and sponsor the Mississippi Municipal League

Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 64 years and have worked for decades serving the biggest and most advanced municipalities in the nation, including 40 clients located in Mississippi. No other codification company has this level of experience and knowledge that can be harnessed for your benefit.

Team Approach. We have 14 legal editorial teams, over 35 legal editors and over 20 legal proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. Your Municode Representative, Dale Barstow, is able to meet with you in person anytime. Dale can also provide onsite training or host webinars throughout the term of the contract.

Your Representative. Municode's Vice President of Sales, Dale Barstow, located in Tallahassee, FL. He is available to answer questions and meet with you, as needed. Dale has worked with municipal clients for over 40 years and is an honorary Town Clerk in 5 states. He frequents Mississippi often and attends the Mississippi Municipal League Conference and IIMC Conference. He is also supported by our entire staff in Tallahassee.

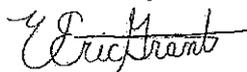
Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you always receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the former President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town, the Tallahassee Veteran's Village and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with Dale or our Assistant Vice President of Sales, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,



W. Eric Grant
President

WEG/amb

Enc.

Dale Barstow, Vice President of Sales

dale@municode.com

800-262-2633 ext. 1225

Steffanie Rasmussen, Assistant Vice President of Sales

steff@municode.com

800-262-2633 ext. 1148

Executive Summary

We would like to propose the following option for your consideration. For further details on the project, please see page 7.

Codification, Supplementation and MunicodeNEXT:

*Logic: Organize your legislation into a logical Code of Ordinances. Engage our full-time attorneys to examine your current body of legislation for legal sufficiency and consistency. Create a Code of Ordinances that is clear, concise and accessible for your staff and citizens. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT!***

Ⓜ Codification.....	\$9,600, Not to exceed \$12,000¹
Ⓜ Supplementation.....	\$19 per page
Ⓜ Online hosting and support.....	\$550²
Ⓜ Timeline	8-12 months

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind:

- Ⓜ A full-time, Municode attorney will legally review the code, not just a code editor;
- Ⓜ The codification base cost of **\$9,600** is based on a **400 page, single column 10 point code**;
- Ⓜ Supplement charges - **single column per page rate of \$19**;
- Ⓜ The **online code is only \$550** for our basic service.
- Ⓜ If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for **only \$1,340!**
- Ⓜ Municode **does not** charge an extra fee for posting supplements online.
- Ⓜ Municode **does not** charge an extra fee for printing your supplement pages.
- Ⓜ Municode **does not** charge a supplement handling fee.

The supplement page rate is \$19 for single column (including printing and posting each supplement on line).

Please consider the fact that some codifiers charge an additional page rate to post your code online. Our basic code on the internet fee of \$550 covers this cost.

¹ Please see page 4 for additional pricing details.

² Please see page 6 for additional features and pricing available on our MunicodeNEXT platform.

Codification Quotation Sheet

Codification base cost, includes

\$9,600³

- 400 single column pages
- Receipt, review and organization of materials
- Legal analysis & research by a full-time, Municode attorney
 - Preparation of legal memorandum by a Municode attorney
- Conference with attorney (make selections below)
- Implementation of approved legal findings
 - Updating state law references
 - Editorial preparation and proofreading
 - Page formatting (make selections below)
 - Indexing
 - Creation of tables⁴
 - Graphics⁵ & tabular⁶ matter
 - Final proofreading and corrections
 - Quality control review and printing
 - 5 copies, to include 3-post stamped binders and tabs
- Adopting ordinance prepared by a Municode attorney

Conference Selection:

- On-site conference, each **Attorney time, travel, lodging and per diem**
- Teleconference or web-based conference, 3 hour session **No charge⁷**

Format Elections (Please check or circle desired elections below)

Font: **New Century Schoolbook**
will be used as the font unless otherwise indicated.

Other choices include:
Helvetica, Times New Roman, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic, Gill Sans and Arial MT

- | | | | |
|-------------------------------|--|---|---|
| Font Size: | <input type="checkbox"/> 10 point | <input type="checkbox"/> 11 point (recommended) | <input type="checkbox"/> 12 Point |
| Page Format | <input type="checkbox"/> Double column | <input type="checkbox"/> Single column | |
| Binder Color: | <input type="checkbox"/> Semi-Bright Black | <input type="checkbox"/> Dark Blue | <input type="checkbox"/> Hunter Green <input type="checkbox"/> Burgundy |
| Binder Stamping Color: | <input type="checkbox"/> Gold | <input type="checkbox"/> Silver | <input type="checkbox"/> White |

Items not included in base cost

- Pages over 400, 10 point, single column pages, per page (not to exceed 100 pages or \$2400) **\$24**
- Freight **Actual**
- State sales tax **If applicable**
- Post your code on MunicodeNEXT⁸

Payments for codification project - Base cost split into four payments, so your project can be budgeted over two fiscal years

- | | |
|--|----------------|
| <input checked="" type="checkbox"/> Execution of Agreement | \$3,360 |
| <input checked="" type="checkbox"/> Submission of the Legal Memorandum | \$2,400 |
| <input checked="" type="checkbox"/> Submission of Draft Code | \$2,400 |
| <input checked="" type="checkbox"/> Delivery | Balance |

³ The codification project will not exceed \$12,000.

⁴ The following tables will be created and are included in the base cost: supplement history table, code comparative table, state law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.

⁵ Includes printing all copies. Additional fees will apply if graphics are printed in color.

⁶ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁷ For the initial 3-hour session. \$150 per hour thereafter.

⁸ Make Selections on page 6.

Supplement Service Base Page Rate⁹ Quotation Sheet

Supplement Service Base Page Rate

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work
- Proofreading
- Updating the index
- Schedule as selected by you¹⁰
- Updating electronic versions¹¹ and online code
- Printing 5 copies

Base page rate above excludes:

- | | |
|---|----------------------|
| <input checked="" type="checkbox"/> Freight | Actual freight |
| <input checked="" type="checkbox"/> State sales tax | If applicable |
| <input checked="" type="checkbox"/> Graphics ¹² & tabular ¹³ matter, per graphic or table | \$10 |
| <input checked="" type="checkbox"/> MyMunicode or online code | Selections on page 6 |

Electronic media options for Code of Ordinances (sent via download)¹⁴

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$75 per update |

Payment for Supplements and Additional Services:

- Invoices will be submitted upon shipment of project(s).

⁹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.

¹⁰ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹¹ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹² Includes printing of all copies. Additional fees will apply if graphics are printed in color.

¹³ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁴ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, Folio or Word, via one of the aforementioned mediums.

Online Services Quotation Sheet

Elections below will be implemented upon adoption of your new code.

Please check the appropriate box (es) to indicate your selection:

Value Pricing:

- | | | |
|--------------------------|--|--------------------------------------|
| <input type="checkbox"/> | MyMunicode ¹⁵ includes the following: | \$1,340 annually¹⁶ |
| <input type="checkbox"/> | Online Code = MunicodeNEXT | |
| <input type="checkbox"/> | OrdBank | |
| <input type="checkbox"/> | CodeBank | |
| <input type="checkbox"/> | CodeBank Compare + eNotify ¹⁷ | |
| <input type="checkbox"/> | MuniPRO | |
| <input type="checkbox"/> | Custom Banner | |

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

- | | | |
|--------------------------|--|--------------|
| <input type="checkbox"/> | Online Code = <i>MunicodeNEXT</i> (annually) | \$550 |
| <input type="checkbox"/> | CodeBank (annually) | \$150 |
| <input type="checkbox"/> | CodeBank Compare + eNotify ¹⁸ (annually) | \$250 |
| <input type="checkbox"/> | MuniPRO Service (annually) | \$295 |
| <input type="checkbox"/> | Custom Banner (onetime fee) | \$250 |
| <input type="checkbox"/> | MuniDocs (annually) | \$300 |
| | ➤ Includes up to 30 documents per year, additional documents will be \$7.50 each | |

ORDINANCES PENDING CODIFICATION

Option 1) OrdBank

- | | | |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Per ordinance fee | \$35 |
| <input type="checkbox"/> | Flat annual fee (recommended if MyMunicode is not selected) | \$340 |

Option 2) OrdBank + OrdLink

- | | | |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Per ordinance fee | \$60 |
| <input type="checkbox"/> | Flat annual fee (recommended if MyMunicode is not selected) | \$440 |

¹⁵ Municode does not charge a per page rate for updating the Internet – this is included in the supplement per page rate.

¹⁶ Total value if each item were to be purchased a la carte would be approximately \$1,845 per year with participation in our OrdBank service.

¹⁷ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁸ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

Scope of Services - Codification

We will handle the publishing for your Code of Ordinances. This includes legal work, editing, page composition, proofreading, indexing, and delivering the information in print or via electronic copy. Hereinafter, unless specifically cited, a reference to "codes" or "the codes" includes the Municipal Code of Diamondhead, Mississippi. A summary of the codification process is provided below.

Codification Project Leader: H.E. Rick Grant, Executive Vice President & C.O.O.

Excellence

*"The code update went far beyond my expectations. Everyone at Municode was nice to work with and always responded in a timely manner. Your customer service was outstanding. Thanks again for a very positive experience."
- Barron, WI*

Material

The following sections describe the nature of material included or excluded in the project, creation of a disposition list, and the methodology of adding material to the online version of the code.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by the Municode attorney (usually following delivery of the legal memorandum), will be included in the new code. We will rely upon the material (in print or electronic form) as furnished by you during the codification process. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you.

Attorney Analysis and Review of Material. We will assign a team, consisting of a lead attorney, legal editor, proofreader and indexer, to the project. All recommendations by our legal team are intended for use by your attorney and should not be considered legal advice. Our legal team is responsible for the following: We will research all legislation submitted by you against the State Constitution, State Law and the Charter; additionally, the ordinances are compared to other ordinances, in order to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the code.

Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at an agreed upon page rate. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure.

Page Format Options. We will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law references within the code. Editor's notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you and your staff with a user-friendly legal memorandum containing all of our analysis and recommendations. This memorandum will reflect our attorney's legal review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to state law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the codification process simple and smooth for you. From start to finish, we will work with you to complete the project as quickly and efficiently as possible.

Conference. We will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum and recommendations. All interested personnel may be included; but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision making authority for resolution of issues brought up at the conference or noted in the legal memorandum.

Implementation of Conference Decisions

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Graphics, Index and Tables. Our team will create a hierarchical, subject matter index and all tables (contents, state law reference, prior code comparison, and ordinance disposition) for your code as necessitated by the materials provided. The creation of additional tables can be performed for an additional hourly fee. We will insert the graphics you have provided into the printed and electronic versions of the code. Manipulation, enhancement or reformatting of any graphic supplied by you can be performed for an additional hourly fee.

Post Conference Memorandum and Draft Code. After editing and proofreading, a post-conference memorandum and a draft code incorporating solutions captured in the legal memorandum and agreed upon at the legal conference will be delivered to you. The draft code will be in final print form and will be provided to you for final review prior to printing and shipment. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. Our liability for all services shall extend only to correcting the errors in the code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

Adopting Ordinance. Our attorney will provide an adopting ordinance upon completion of the project.

Delivery of Code

Electronic Format and Delivery Options. Your new code can be delivered in HTML, PDF, DOCX, Folio or integrated with the dtSearch Engine on our MunicodeNEXT platform. Electronic delivery mediums include online posting and download.

Printing and Binding. We will print your code on acid-free paper in your chosen format. Color printing is available at an additional charge. Standard binding for the code is three-post, expandable, dark blue, hunter green, semi-bright black, burgundy, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are also available. A seal or logo can be added to the front cover and spine in addition to the text, for an additional charge, if desired. Divider tabs for each major section of the code and index are also provided.

Client Responsibility

Amendatory Legislation. Please forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form. Electronic submission is highly preferred.

Review Legal Memorandum. Please review the legal memorandum to ensure that it comports with your intentions and modify and/or approve the proposed table of contents and organization of the code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.

Participation of Attorney. Please ensure your attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the code draft.

Submission of Data. Please provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.

Draft Code. Please review and return the draft within thirty (30) days of receipt. To assist you in this endeavor, a post-conference memorandum will accompany the draft code to point out to you where changes and additions have been made. Any changes to the text should be marked directly on the draft and returned to us. Changes not discussed at the conference may result in a proof update fee.

Supplemental Updating

We will handle 100% of the publishing for your code. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or via electronic copy. Supplementation will start upon completion of the codification project on the schedule selected by the client.

Editorial Approach. We use a team approach to editing. This provides for consistency in editing, understanding and quality of work for you.

Ongoing Supplementation. Our goal is to meet and exceed the needs and expectations of our clients. Working with you and your staff, we will create whatever supplementation schedule will best serve you and your citizens.



5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626

Fax: 228.222.4390

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

The AVL audit team has completed FY14 audit. Among the audit recommendations is the City should consider securing Positive Pay to the services currently provided by our depository, Hancock Bank (Whitney Bank.). Positive Pay services add an extra layer of fraud protection for city funds. The service is offered at no charge and will allow control of paper checks that post to the account. Checks presented will be matched by the bank to criteria provided by the City. Any item presented for payment that does not meet the criteria will at the point be approved and denied by the City via Treasury Solution a commercial online banking system in which the City currently participates.

It is my recommendation approval be granted to secure Positive Pay services. Thank you in advance for your favorable consideration.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is fluid and cursive.

Clovis Reed
City Manager

CR:jk



CUSTOMER PROFILE FOR TREASURY MANAGEMENT SERVICES

Treasury Services

Refer to General Comments document for additional instructions

Today's Date: 9/24/2015

Company Name:	<u>City of Diamondhead</u>	Tax ID:	<u>454475966</u>
Contact Name:	<u>O Kustin Ventura</u>	Lead Acct:	<u>10045913268</u>
Address:	<u>5000 Diamondhead Circle</u>	Phone:	<u>228 222-4626</u>
City, State, Zip:	<u>Diamondhead Ms 39525</u>	Fax:	<u>228 222-4390</u>
TMO Officer:	<u>Sandy Gruich</u>	Email:	<u>kventura@diamondhead.ms.gov</u>
		Rel Mgr:	<u>Jennifer King</u>

Identification:	<input checked="" type="checkbox"/> Hancock Bank	<input type="checkbox"/> Whitney Bank	<input type="checkbox"/> Cash Solution
------------------------	--	---------------------------------------	--

- | | | |
|--|--|---|
| <input type="checkbox"/> Treasury Solution Products | <input type="checkbox"/> Treasury Access | <input type="checkbox"/> ACH UPIC and/or SafeWire |
| <input type="checkbox"/> ACH Origination | | <input type="checkbox"/> ACH UPIC |
| <input type="checkbox"/> Balance Reporting/Bank Reports | <input type="checkbox"/> FTP - ACH | <input type="checkbox"/> SafeWire |
| <input type="checkbox"/> Bill Pay | <input type="checkbox"/> FTP - Positive Pay | <input type="checkbox"/> CD ROM |
| <input type="checkbox"/> Book Transfer | <input type="checkbox"/> RETURN ALL non-decisioned items | <input type="checkbox"/> Commercial Sweep |
| <input type="checkbox"/> Commercial Loan Module | <input type="checkbox"/> PAY ALL non-decisioned items | <input type="checkbox"/> Comm1 Analyzed Package Chk |
| <input type="checkbox"/> Deposit Image Module | <input type="checkbox"/> Image Cash Letter | <input type="checkbox"/> Controlled Disbursement |
| <input type="checkbox"/> Remote Deposit Capture | <input type="checkbox"/> ACH EDI | <input type="checkbox"/> CUSTOMER Initiated Funding |
| <input checked="" type="checkbox"/> Positive Pay | <input type="checkbox"/> ACH Incoming Report | <input type="checkbox"/> BANK Initiated Funding |
| <input type="checkbox"/> PAY ALL non-decisioned items | <input checked="" type="checkbox"/> ACH Positive Pay | <input type="checkbox"/> Data Exchange |
| <input type="checkbox"/> RETURN ALL non-decisioned items | <input type="checkbox"/> PAY ALL non-decisioned items | <input type="checkbox"/> Lockbox |
| <input type="checkbox"/> Account Reconciliation | <input type="checkbox"/> RETURN ALL non-decisioned items | <input type="checkbox"/> Return Deposited Item Svcs |
| <input type="checkbox"/> Wire | <input type="checkbox"/> ACH Block | <input type="checkbox"/> Wire Confirmations |
| <input type="checkbox"/> FX Wires | <input type="checkbox"/> ACH Filter | <input type="checkbox"/> ZBA |
| <input type="checkbox"/> Free Form (USD\$ & FX) | <input type="checkbox"/> Mobile / Tablet | |
| <input type="checkbox"/> Standing Order (USD\$) | | |

Client, by and through its undersigned duly authorized representative, (i) hereby requests the Bank designated above to provide to Client the products and services selected in this Customer Profile (the "Services"), (ii) acknowledges receipt of, and agrees to and accepts the terms and provisions of Bank's Master Agreement for Treasury Management Services, including, without limitation, the ARBITRATION AND WAIVER OF JURY TRIAL provisions thereof and the provisions relating to the right of Bank to amend Service terms and conditions (as amended from time to time, the "Master Agreement"), (iii) acknowledges receipt of, and agrees to and accepts the terms and provisions of, any Service schedule(s), enrollment requests, set-up documents and/or other applicable agreements, applicable to the Services selected in this Customer Profile (as amended from time to time, collectively, the "Service Documents"), (iv) acknowledges receipt of Bank's fee schedule(s) for the Services and agrees to timely pay Bank the fees and charges set forth therein, as adjusted from time to time, (v) represents and warrants to Bank that the information provided by Client for inclusion in this Customer Profile and/or in any Service Document is true, correct, and complete in all material respects, (vi) agrees to timely notify Bank and request completion and execution of a revised Customer Profile or Service Document, as applicable, in the event any information set forth therein shall become inaccurate, incomplete, or incorrect in any material respect, and (vii) represents and warrants that the person completing and/or executing this Customer Profile has been duly authorized by Client to do so and to fully and legally bind Client to the terms, conditions, and provisions of this Customer Profile, the Master Agreement, and the Service Documents by and through the execution hereof. Client further agrees to sign any other documentation or agreements as may be required by Bank to provide any products and services through its Treasury Management Service.

ACCEPTED BY CLIENT:	ACCEPTED BY BANK:
<u>O Clovis Reed</u>	<u>Sandy Gruich</u>
Typed Name	Typed Name
X	X
Authorized Client Signature	Signature
<u>O City Manager</u>	<u>Treasury Management Officer</u>
Title	Title
Date	Date

Positive Pay – Protect Your Accounts From Fraud

Positive Pay allows you to control the paper checks that post to your accounts. You authorize checks in advance based on check numbers and amounts. If a check is presented and it does not match your acceptance criteria, the item will be presented for your review via Treasury Solution (commercial online banking), and you can decide to pay it or return it.

► **An Electronic Tool To Help Guard Against Check Fraud**

Positive Pay is a fraud detection program that helps you identify and prevent counterfeit or amount-altered checks drawn on your accounts. Positive Pay is activated daily so you can make a decision about suspect checks while they can still be returned.

POSITIVE PAY IS AS SIMPLE AS 1-2-3

1. Client Sends List Of Checks Authorized

- You provide a database of all checks issued.
- File is updated daily for new checks issued.
- An updated file is sent to the Bank each day.

2. Bank Compares List To Checks Presented

- We compare checks presented for payment to your “Authorized Payments” file.
- Non-matches or “suspects” are put in the database for your decision.

3. Client Reviews All Suspect Checks

- Each day you review all “suspects” for disposition.
- Each item can be accepted as legitimate or returned to depositor.
- You give decisions to the Bank each day.

► **Combat Forgery And Activate Your Theft Protection**

- **Easy Processing of Suspect Items** – Suspect checks – including an image of the front and back – are available in Treasury Solution, our commercial online banking system.
- **Improve Internal Controls** – The Bank provides Positive Pay check information each morning to facilitate your pay/no-pay decisions on the suspect checks.
- **Lower Expenses for Theft Losses** – Catching a few unauthorized checks before they clear your account can save thousands of dollars in time and losses from fraud.

► **Reporting & Access Options**

All suspects and decisions will be done through the Sands system, accessible through Treasury Solution, as well as the reconciliation reports and files.

► **Options**

TRADITIONAL POSITIVE PAY You will upload a check-issued file into the system each day. The checks presented to the Bank will be validated against the issue file received and any checks that do not match will display as suspects for client review the next business morning.

Teller line validation of checks is included with traditional Positive Pay. This allows a check that is presented in person at the Bank to be validated against the checks-issued file that has been uploaded into the system by the client. If the check presented does not match what is loaded into the system, the check will not be cashed and the presenter of the check will be referred back to the check issuer.

REVERSE POSITIVE PAY Businesses that use this service will not upload check-issued files into the system, and all items presented are suspects for client review. This service is recommended if your business writes very few checks on an account or if the account would never have checks drawn on it because all activity would be electronic. This service alerts you if there is check activity on the account.

PAYEE POSITIVE PAY You upload a checks-issued file, including the Payee name as it appears on the checks. This is compared to the file of checks presented to the Bank for posting.

► **ACH Positive Pay**

ACH Positive Pay gives you online access to incoming ACH debit transactions each day. You will be able to identify your ACH exceptions because you will see each item that is scheduled to post to your account in your daily review. Then you decide to pay each ACH debit or return it.

Set up flexible Alerts for pending decisions. You are alerted each morning via e-mail or text that there are ACH debits to be reviewed. Our system has filtering available for amount, frequency and an "approved" list. You set up each option to fit your needs.

► **FAQs – Positive Pay**

Q: *How do you review Positive Pay suspects?*

A: An email is sent to you each business morning to let you know how many checks posted to your account(s) and if there are any suspects that need a decision to either pay or return by a specified time each business day. When a decision is not made by the cutoff time, the suspect will be coded with the default decision you indicated (either "pay" or "return").

Suspect checks include, but are not limited to, encoding errors either monetary or incorrect check number, files not uploaded, duplicate issued checks or fraudulent checks. You have the opportunity to correct the check number and dollar amounts directly in the system.

Q: *What happens if you forget to review Positive Pay suspects?*

A: When the service is set up, you will specify a default disposition for the daily suspect check. If the default setting is "pay," then all suspicious items in that day's list will remain posted in the account. Each client will select "pay" or "return" as their default setting for the Positive Pay service.

Q: *What happens if the check payee disputes a Positive Pay return?*

A: By returning an item under the Positive Pay guidelines, we are returning an item under the time limit allowed by law (that is, no later than midnight of the day following presentment to the Bank). By staying within the prescribed guidelines for returning a check, both the drawee and depository banks are removed from any dispute about the returned check. Any dispute or action related to the return of the check must be settled directly between the check issuer and payee; this can be done directly by agreement or through legal process between the two parties.

7420
6/15

Whitney Bank offers and provides financial products and services through its locations as "Whitney Bank" in Louisiana and Texas, and as "Hancock Bank" in Mississippi, Alabama and Florida. Whitney Bank, Member FDIC and Equal Housing Lender. All loans and accounts subject to credit approval. Terms and conditions apply.


Hancock Bank.

 **WHITNEY BANK**

Treasury Services

ACH Fraud Prevention Services – Custom Protection Against ACH Fraud

Automated Clearing House (ACH) is efficient, reliable and low-cost, but, as you might guess, it also creates the need for added vigilance. You need to ensure that only authorized ACH transactions post to your accounts. With ACH Fraud Prevention Services, you create customized protection against ACH Fraud.

▶ **ACH Positive Pay**

ACH Positive Pay gives you timely, online access to incoming ACH debit transactions each day. Generally, businesses only have 24 hours from settlement to return most ACH transactions.

IDENTIFY ACH EXCEPTIONS

You will see each item that is scheduled to post to your account in your daily review. We streamline your review by giving you criteria to identify each item:

- 1) Who originated the ACH debit
- 2) The dollar amount
- 3) The company name and more

Then, you decide to pay each ACH debit or return it.

FLEXIBLE ALERTS FOR PENDING DECISIONS

You are alerted each morning via e-mail or text that there are ACH debit(s) to be reviewed. Alerts are also customizable to define who receives them.

CONTROL

You control who can work in the system; primary and secondary users may be defined by account. Our system has filtering available for amount, frequency and an 'approved list'. You set up each option to fit your needs.

We invite you to view our demo on ACH Positive Pay. See how easy it is to identify fraudulent ACH debits and prevent them from posting to your account.

▶ **ACH Block**

ACH Block prevents all ACH debits from posting to your account automatically without your input. You can select ACH Block on certain accounts and not on others.

▶ **ACH UPIC – Unique Account Identifier For Receiving ACH Payments**

A Universal Payment Identification Code (UPIC) is a unique account identifier that replaces your bank account number on an ACH payment. A UPIC cannot be used to initiate ACH debits.

- **Safe ACH Payment Instructions:** A UPIC can be published with your ACH (credit) payment instructions on websites and invoices without exposing confidential information. Using an UPIC reduces the risk of unauthorized ACH debits and fraudulent checks.
- **Safewire:** Safewire protects like UPIC for companies receiving payments by wire transfer.

▶ **Incoming ACH Report**

A report sent out to you each business day morning which lists all incoming ACH debits and credits scheduled to post against an account.

▶ **Contact Us**

For more information, please contact your Relationship Manager or your Treasury Sales Specialist.

Other business deposit and treasury fees may apply; please see our Treasury Services Fee Schedule for additional information.

Whitney Bank offers and provides financial products and services through its locations as "Whitney Bank" in Louisiana and Texas and as "Hancock Bank" in Mississippi, Alabama and Florida. Whitney Bank, Member FDIC. Terms and conditions apply.



5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Re: Contract with Advanced Construction and Development (ACAD, LLC) for Kapalama and Ahekolo Drainage Projects

Attached is the contract for Kapalama and Ahekolo Drainage Projects. The bid for this project was accepted and awarded at the formal meeting on September 15, 2015. Approval of the contract document was inadvertently omitted for approval at that time.

Legal counsel has reviewed the contract and has found same to be consistent with previous contracts entered into by the City. If you find these documents to be in order, please accept my recommendation for approval and provide authorization for the City Manager to execute same.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is fluid and cursive, with the first name 'Clovis' being more prominent than the last name 'Reed'.

Clovis Reed
City Manager

CR:jk

Jeannie Klein

From: Derek Cusick <derek@tindelllawfirm.com>
Sent: Tuesday, September 29, 2015 10:55 AM
To: Jeannie Klein
Cc: Clovis Reed
Subject: RE: Apua and Iona Projects

Alright, I have reviewed the contracts for language re: choice of law; termination options; breach options; etc, and found them to be consistent with what we have approved in the past.

Thanks,
Derek

From: Jeannie Klein [mailto:Jklein@diamondhead.ms.gov]
Sent: Tuesday, September 29, 2015 9:22 AM
To: Derek Cusic
Subject: FW: Apua and Iona Projects

Good Morning:

Is the information you requested for review contained here in the specifications? If not, I will contact Seymour.

Thanks.

Jeannie Klein

CITY OF DIAMONDHEAD



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

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From: Kristin Ventura
Sent: Tuesday, September 29, 2015 9:18 AM
To: Connie Scott; Jeannie Klein
Subject: FW: Apua and Iona Projects

FYI

Thank you,

Kristin Ventura

City Clerk,
City of Diamondhead



5000 Diamondhead Circle
Diamondhead, MS 39525
Direct Ph: 228-222-5336
Ph: 228-222-4626
Fax: 228-222-4390

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From: Joey Diaz [<mailto:jdiaz@seymouren.com>]
Sent: Tuesday, September 29, 2015 9:05 AM
To: Kristin Ventura
Subject: RE: Apua and Iona Projects

Please see attached.

From: Kristin Ventura [<mailto:kventura@diamondhead.ms.gov>]
Sent: Monday, September 28, 2015 3:57 PM
To: jdiaz@seymouren.com
Subject: Apua and Iona Projects

Good afternoon:
Would you please forward me the specs and bid sheets for the Apua and Iona Projects?

Thank you,

Kristin Ventura

City Clerk,
City of Diamondhead



5000 Diamondhead Circle
Diamondhead, MS 39525
Direct Ph: 228-222-5336
Ph: 228-222-4626
Fax: 228-222-4390

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5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

Attached for review and approval are the following job descriptions:

NEW POSITIONS (FY 16 Budget)

1. Administrative Support Clerk (part-time)
2. Janitorial/Grounds Keeper

REVISED POSITIONS: (reorganization of existing positions)

1. Geographic Information System Director/.Administrative Specialist
2. Purchase/Accounts Payable Clerk
3. Project Coordinator
4. Executive Assistant

Thank you for your consideration and approval in this matter.

Sincerely,

Clovis Reed
City Manager

CR:jk

attachments

City of Diamondhead
Administrative Support Clerk

Department: Administration
EEO Category: Administrative Support
Date Approved:
FLSA Status: Non-Exempt

NATURE OF WORK

The position provides administrative assistance to all departments of the city, by serving as an administrative and public liaison. This requires an in-depth knowledge of the workings of the municipal government and all issues which might affect the operations of the administration of the city.

ILLUSTRATIVE EXAMPLES OF WORK

- Assists in the implementation and coordination of administrative actions that affect departments.
- Receives public input on matters related to the city.
- Provides research assistance.
- Composes and edits correspondence, arranges meetings, prepares notices, develops forms, and reviews incoming mails for priority concerns.
- Copies, files and maintains paper or electronic documents and records.
- Obtains information, sends correspondence and performs data entry.
- Maintains confidentiality and security of information.
- Answers telephone calls, take messages or transfers calls to staff.
- Performs other duties assigned.

DESIRABLE KNOWLEDGES, ABLITITIES & SKILLS

The person must have a minimum of 2 years of post-high school education leading to an associate's degree, at least five (5) years of government experience and (5) or more years of experience working within general administration on policies and procedures; possess strong word processing and other computer software skills; ability to read, analyze and interpret correspondence and documents; ability to effectively communicate both written and verbal; ability to take initiative and complete project assignments independently and on-time; possess organizational skills; ability to maintain a high degree of privacy and confidentiality.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity; speech and hearing; hand and eye coordination and manual dexterity necessary to operation a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside the office environment.

Employee

Date

Supervisor

Date

**City of Diamondhead
Janitorial/Grounds Keeper**

Department: Administration
EEO Category: Other
Date Approved:

FLSA Status: Non-Exempt

NATURE OF WORK

Clean buildings and respective grounds by emptying trash, sweeping and cleaning surfaces.

ILLUSTRATIVE EXAMPLES OF WORK

- Sweep, vacuum and mop floors.
- Gather and empty trash.
- Dust furniture, walls machines and equipment.
- Clean and service restrooms with mops and disinfectants.
- Monitor building security by performing such tasks as locking doors after operating hours and checking electrical appliance use to ensure that hazards are not created.
- Requisition supplies and equipment needed for cleaning and maintenance duties.
- Ensure grounds are free of debris.
- Sweep and maintain sidewalks and parking lots.
- Performs other duties assigned.

DESIRABLE EDUCATION AND EXPERIENCE

High School diploma or equivalent required. Minimum of 1 year experience in providing janitorial services.

LICENSES OR CERTIFICATES

Desirable but not required.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

Physical requirements include lifting/carrying of 10+ pounds; visual acuity; speech and hearing; hand and eye coordination and manual dexterity necessary to operate basic cleaning and other equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside the office environment.

Employee

Date

Supervisor

Date

City of Diamondhead GIS Director/Administrative Specialist

Department: Administration
EEO Category: Administrative Support
Date Approved:
FLSA Status: Non-Exempt

NATURE OF WORK

Directs and manages GIS functions, administration of public information, supports the administrative office in various administration duties, including accounts payable, fixed assets GIS and finance. Requires strong communication abilities, as well as computer and data entry skills.

ILLUSTRATIVE EXAMPLES OF WORK

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Performs GIS related activities.
- Creates and produces maps.
- Maintains the E-911 addressing.
- Assists in processing invoices for payment to vendors.
- Performs electronic scanning, indexing, and record keeping.
- Assists vendors, City personnel, and other interested parties regarding invoicing, payable issues and general questions. Acts as Vendor point of contact.
- Acts as Receiving Clerk.
- Process and maintain records relating to fixed assets and internal inventory. Coordinates with departments to perform the annual fixed assets internal audit.
- Maintains and updates Work Orders.
- Maintains public information tools to include e-blast, Facebook, website and message board.
- Performs all other duties assigned.

Complies with the City's established policy and procedures.

DESIRABLE KNOWLEDGES, ABILITIES & SKILLS

The person must have a minimum of an associate's degree and at least five (5) years' experience working in government; possess strong word processing and other computer software skills; ability to read, analyze and interpret correspondence and documents; ability to effectively communicate both written and verbal; ability to take initiative and complete project assignments independently and on-time; possess organizational skills; ability to maintain a high degree of privacy and confidentiality.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

Andy Bilbo
Employee

10/2/2015
Date

Supervisor

Date

City of Diamondhead

Purchasing/Accounts Payable Clerk

Department: Administration
EEO Category: Administrative Support
Date Approved: April 15, 2013

FLSA Status: Exempt
Date Revised:

NATURE OF WORK

Under general supervision, review, approves, or holds for disposition; purchase request received from department; identifies, analyzes and resolves purchasing issues within the organization departments, responsible for identifying cost saving opportunities, and process improvements.

ILLUSTRATIVE EXAMPLES OF WORK

- Essential duties and functions include the following and other duties assigned.
- Obtain written quotes on all supplies, equipment and materials over \$5,000 but less than \$25,000.00 and work with departments on developing bid package on items over \$50,000.00.
- Ensures than all quotes received are fair, equitable and competitive.
- Review W-9's for accuracy and prior information prior to entry in system by Finance Manager.
- Answer telephone and respond to employees and vendor/supplier, administration, public official questions.
- Provide guidance and assistance to all departments on purchase of supplies, materials equipment and services.
- Analyzes, identifies and communicates information regarding purchase orders utilizing out-of-network vendors; identifies, researches and resolves problems relating to purchasing issues.
- Maintains audit trail for payment of expenditures on credit cards, which consists of reconciling travel credit card monthly.
- Monitors receipts and ensures accountability of credit cards users.
- Reviews and process purchase order and contact adjustments.
- Performs daily, the purchase order entry, approval, conversion and print functions.
- Maintains and monitors process through payments to accounts payable.
- Coordinates projects with other procurement.
- Accountable for proper documentation in following local, state, and federal rules and regulations as they pertain to procurement.
- Responsible of processing all contract pay applications upon receipt from Program Manager or Architect/Engineer.
- Processes invoices for payment to vendors.
- Reconciles records.
- Inspects invoices, purchase orders, and other relevant documentation to insure accurate and timely payments to vendors.
- Prepares Docket of Claims for approval by governing authority.
- Performs electronic scanning, indexing, and record keeping.

- Assists vendors, City personnel, and other interested parties regarding invoicing and payable issues.
- Performs other duties assigned.

DESIRABLE KNOWLEDGES, ABILITIES & SKILLS

- Strong analytical skills.
- Knowledge of product and service purchasing policies and practices.
- Good Interpersonal/human relations skills.
- Process strong oral and written communications skills.
- Ability to interact positively with vendors/suppliers, co-workers and other departments via telephone or in person.
- Exceptional organizational skills.
- Ability to prioritize work, meets deadlines, and performs in multi-tasking environment.
- Good report preparation skills.
- Ability to operate personal computer with various software programs.
- Ability to be detail oriented.
- Ability to plan, organize and maintain an effective work flow.
- Ability to establish and maintain effective working relationships.
- Ability to undertake specifically assigned projects related to procurement and provides summaries, reports and recommendations.

DESIRABLE EDUCATION AND EXPERIENCE

High School diploma or equivalent required. Clerical or business coursework from college or university is preferred. A minimum of 2-4 years prior Mississippi governmental purchasing experience is required. An appropriate combination of coursework and experience may be considered.

LICENSES OR CERTIFICATES

Desirable but not required.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity; speech and hearing; hand and eye coordination and manual dexterity necessary to operation a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside the office environment.

Employee

Date

Supervisor

Date

City of Diamondhead Project Coordinator

Department: Administration
EEO Category: Other
Date Approved:

FLSA Status: Non-Exempt

NATURE OF WORK

Assists City Manager with coordinating various assigned projects to include, but not limited to: technical elements, scheduling, correspondence and estimates. Upon assignment, manages data and resources throughout the life of a project to achieve predetermined objectives. Makes proposals on projects as needed.

ILLUSTRATIVE EXAMPLES OF WORK

Responsible for Project:

- Correspondence and scheduling as directed
- Status reports
- Set up and maintenance of files according to Policies and Procedures
- Coordination of daily affairs to stay on budget and on schedule
- Setting priorities to achieve goals
- Solicitation of additional information, as needed

DESIRABLE KNOWLEDGES, ABILITIES, AND SKILLS

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- General knowledge of principles and methods of computerized and manual financial record keeping is required; knowledge of fund accounting preferred.
- Demonstrated ability to coordinate varied tasks, meet deadlines, and successfully complete projects.
- Ability to perform basic mathematical computations.
- Ability to work with minimum supervision and apply initiative, and judgment in resolving problems. Ability to organize work, set priorities and meet critical deadlines with little supervision.
- Ability to work independently; ability to communicate effectively, both orally and in writing.
- Ability to work under pressure relationships with administrators, employees and the general public.
- Performs all other duties assigned.

DESIRABLE KNOWLEDGES, ABILITIES & SKILLS

The person must have a minimum of an associate's degree and at least five (5) years' experience working in government; possess strong word processing and other computer software skills; ability to read, analyze and interpret correspondence and documents; ability to effectively communicate both written and verbal; ability to take

initiative and complete project assignments independently and on-time; possess organizational skills; ability to maintain a high degree of privacy and confidentiality.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 10+ pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

Employee

Date

Supervisor

Date

City of Diamondhead

General Administration Dept. – Executive Assistant

Department: Administration
EEO Category: Administrative Support **FLSA Status:** Exempt
Date Approved:

Purpose of Position

Under the supervision of the City Manager, this position enhances the executive's effectiveness by providing information management support; representing the executive to others and is responsible for recording, filing and indexing Council actions in Minute Books, all proceedings and papers of the City Council, attesting to all official actions of City Council, and possessing related powers and duties. Occasionally this position requires working with confidential information. The Executive Assistant shall be highly motivated, exceptionally organized and attentive to detail.

Essential Job Functions

- Provide administrative liaison between Executive and Legislative branches of the city government dealing with a variety of issues, resolutions, interpretations, and actions.
- Keeps the schedule of daily activities for the City Manager to ensure that adequate time is available for substantive meetings.
- Represents the executive by attending meetings in the executives absence.
- Conserves executive's time by reading, researching and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications.
- Processes, executes, distributes, and files the official records and all related documents.
- Composes correspondence, arranges meetings, prepares notices, develops forms, and reviews incoming mails for priority concerns.
- Prepares and distributes agendas with attachments.
- Processes, executes, distributes, and files the official records and all related documents.
- Prepares official Certification of documents for signatures.
- Creates minutes of Council meetings for the official permanent record, places and maintains those approved minutes into the Minute Book.
- Drafts and/or types resolutions as needed for Council action.
- Attends and records the minutes of all council meetings, orders, ordinances, and resolutions, types' extensive notes and digitally records meetings.
- Records deeds, leases, and contracts when applicable.
- Heavy proof-reading and editing of documents and other related duties as assigned.
- Performs varied tasks, including sorting mail, correspondence, typing, filing, and answering phones.
- Performs other duties as assigned.

Knowledge, Skills and Abilities

Desirable to have knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Must possess a thorough knowledge of and experience with office procedures.
- Must have considerable expertise in the use of proper grammar, both written and spoken.
- Must have considerable editing/analytical/writing skills.
- Must possess dictation skills.
- Must possess the ability to readily absorb and apply knowledge of municipal organization, statutes and ordinances, as well as to become familiar with the powers, functions, practices and procedures of the municipal government and various laws which govern the same.
- Must possess the ability to express ideas effectively, both orally and in writing. A command of the proper use of language in order to compose orders and resolutions as needed by the Council and to assimilate/analyze/edit Council actions and proceedings for recording into Minute Books.
- Must possess the ability to work and interact with employees in all departments and levels including executive and legislative.
- Must have excellent typing skills.
- Must be able to draft and type letters and other correspondence.
- Must possess the ability to establish and maintain effective working relations with the public, employees, and city officials.
- Considerable public relations skills for both telephone and public interaction with citizens.
- Must possess the ability to readily absorb new information.
- Must be detail oriented, accurate and organized.
- Must be able to communicate effectively in oral and written English.
- Experienced in meeting the needs of both internal and external customers with emphasis in quality service.
- Ability to interact with others in a professional manner, to work effectively under pressure and to follow instruction and procedures.

Education and/or Experience

Preferred to have at least five or more years of experience working within general administration guidelines on city policies and procedures. Significant experience with Microsoft Word, Power Point, Excel and Outlook. Knowledge of local, state, and federal administrative law is preferred.

Physical Demands and Working Conditions

Physical requirements include occasional lifting/carrying of 10 pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are primarily inside an office environment.

Supervisory Responsibilities

No direct supervisory duties but ensures that all department staff are aware of current directives, policies, and procedures.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions.

Employee

Date

Supervisor

Date

LICENSE	PERIOD	CODE	ISSUED TO	FEE	PAYMENT PENALTY	DISTRIBUTION TAX	INTEREST	TOTAL PA	
00149	10/01/14- 9/30/15	PRIV-RET	T & F VENDING	50.00CR		8.50CR	.00	.00	58.50
00188	10/01/14- 9/30/15	PRIV-RET	ZEBRA CERAMICS	20.00CR		.00	.00	.00	20.00
00192	10/01/14- 9/30/15	PRIV-RET	LIFE SOLUTIONS ASSOCIATES	20.00CR		.00	.00	.00	20.00
00194	10/01/14- 9/30/15	PRIV-RET	GOODY'S #722	150.00CR		.00	.00	.00	150.00
00202	10/01/14- 9/30/15	PRIV-RET	ROUSES MARKET #47	470.00CR		51.70CR	.00	.00	521.70
00204	10/30/13- 9/30/15	PRIV-RET	TARA CORP	75.00CR		7.50CR	.00	.00	82.50
00207	10/01/14- 9/30/15	PRIV-RET	GULF NATIONAL ENTERPRISES	20.00CR		.00	.00	.00	20.00
00672	10/01/14- 9/30/15	PRIV-RET	THE FRENCH KNOT, LLC	20.00CR		.00	.00	.00	20.00
00677	10/01/14- 9/30/15	PRIV-RET	DIAMONDHEAD PHARMACY & GI	340.00CR		.00	.00	.00	340.00
00688	10/01/14- 9/30/15	PRIV-RET	GOODWILL INDUSTRIES OF S	20.00CR		.00	.00	.00	20.00
00697	9/14/14- 9/30/15	PRIV-RET	DIAMONDHEAD FLORIST	20.00CR		.00	.00	.00	20.00
00704	10/01/14- 9/30/15	PRIV-RET	FAMILY DOLLAR STORES	62.67CR		.00	.00	.00	62.67
00708	10/01/14- 9/30/15	PRIV-RET	DOLLAR TREE 5240	40.00CR		.00	.00	.00	40.00
00728	10/01/14- 9/30/15	PRIV-RET	GITERDONE C STORE LLC	70.00CR		.00	.00	.00	70.00
00730	10/01/14- 9/30/15	PRIV-RET	DAIRY QUEEN	20.00CR		.00	.00	.00	20.00
00733	10/01/14- 9/30/15	PRIV-RET	NATAL'S TOBACCO HUT LLC	50.00CR		.00	.00	.00	50.00
00744	10/01/14- 9/30/15	PRIV-RET	SEASHORE DELIGHTS	20.00CR		.00	.00	.00	20.00
00753	10/01/14- 9/30/15	PRIV-RET	KINGSTON COSMETICS INC	92.50CR		.00	.00	.00	92.50
00764	10/01/14- 9/30/15	PRIV-RET	STRATEGIC RESTAURANT ACQU	20.00CR		.00	.00	.00	20.00
00765	10/01/14- 9/30/15	PRIV-RET	PIZZA HUT	30.00CR		.00	.00	.00	30.00
00766	10/01/14- 9/30/15	PRIV-RET	KANGAROO EXPRESS 3752	30.00CR		.00	.00	.00	30.00
00768	10/01/14- 9/30/15	PRIV-RET	REDBOX AUTOMATED RETAIL L	30.00CR		.00	.00	.00	30.00
00771	10/01/14- 9/30/15	PRIV-RET	PAINT MASTERS LLC	20.00CR		.00	.00	.00	20.00
00781	10/01/14- 9/30/15	PRIV-RET	THE JEWELRY SHED	20.00CR		.00	.00	.00	20.00
00782	10/01/14- 9/30/15	PRIV-RET	HOUSE OF TAM LLC	20.00CR		.00	.00	.00	20.00
00796	9/13/14- 9/30/15	PRIV-RET	HARDIE NOTES	40.00CR		.00	.00	.00	40.00
00806	10/01/14- 9/30/15	PRIV-RET	MARIE FRANCE	20.00CR		.00	.00	.00	20.00
00811	10/01/14- 9/30/15	PRIV-RET	PEARLS AND ACCESSORIES LL	20.00CR		.00	.00	.00	20.00
00813	10/01/14- 9/30/15	PRIV-RET	ARIUS GROUP PRODUCTS INC.	20.00CR		.00	.00	.00	20.00
00815	10/01/14- 9/30/15	PRIV-RET	SEASHORE GRAPHICS	20.00CR		.00	.00	.00	20.00
00824	10/01/14- 9/30/15	PRIV-RET	LIGHTHOUSE E-COMMERCE LLC	20.00CR		.00	.00	.00	20.00
00827	10/01/14- 9/30/15	PRIV-RET	GULF COAST TOWNS	20.00CR		.00	.00	.00	20.00
00828	10/01/14- 9/30/15	PRIV-RET	YOUR COLLEGE CAMPUS LLC	20.00CR		.00	.00	.00	20.00
00837	10/01/14- 9/30/15	PRIV-RET	ALOHA WINE AND SPIRITS LLC	50.00CR		.00	.00	.00	50.00
00839	10/01/14- 9/30/15	PRIV-RET	SESCO SALES LLC	20.00CR		.00	.00	.00	20.00
00885	10/01/14- 9/30/15	PRIV-RET	SMOKEHOUSE GRILL	60.00CR		.00	.00	.00	60.00
00890	10/01/14- 9/30/15	PRIV-RET	GREG JR'S PROSHOP	20.00CR		.00	.00	.00	20.00
00922	10/09/14- 9/30/15	PRIV-RET	CUSTOM SPORTSWEAR U.S.A.	20.00CR		.00	.00	.00	20.00
00959	2/03/15- 9/30/15	PRIV-RET	CVS/PHARMACY #10755	1,040.00CR		.00	.00	.00	1,040.00
00970	3/16/15- 9/30/15	PRIV-RET	BEADS N BANGLES	11.67CR		.00	.00	.00	11.67
00001	10/01/14- 9/30/15	PRIV-SERV	WOODLAND VILLAGE NURING C	150.00CR		.00	.00	.00	150.00
00002	10/01/14- 9/30/15	PRIV-SERV	CLEAN PREVENTION	20.00CR		.00	.00	.00	20.00
00169	10/01/14- 9/30/15	PRIV-SERV	DAN'S HOME REPAIR	20.00CR		.00	.00	.00	20.00
00170	10/01/14- 9/30/15	PRIV-SERV	KEESLER FEDERAL CREDIT UN	20.00CR		2.20CR	.00	.00	22.20
00173	10/01/14- 9/30/15	PRIV-SERV	PREFERRED COMMERCIAL FLOO	30.00CR		.00	.00	.00	30.00
00174	10/01/14- 9/30/15	PRIV-SERV	TREETECH	20.00CR		.00	.00	.00	20.00

Agenda Item 2015-143

LICENSE	PERIOD	CODE	ISSUED TO	FEE	PAYMENT DISTRIBUTION PENALTY	TAX	INTEREST	TOTAL PA
00177	10/01/14- 9/30/15	PRIV-SERV	MCFARLAND FAMILY DENTISTR	30.00CR	.00	.00	.00	30.00
00179	10/01/14- 9/30/15	PRIV-SERV	FIVE HAPPINESS	70.00CR	11.20CR	.00	.00	81.20
00183	10/01/14- 9/30/15	PRIV-SERV	DIABETES CARE GROUP	20.00CR	.00	.00	.00	20.00
00184	10/01/14- 9/30/15	PRIV-SERV	THE FIRST A NATIONAL BANK	30.00CR	.00	.00	.00	30.00
00186	10/01/14- 9/30/15	PRIV-SERV	LEBARRON KAMEN & PERRY LT	20.00CR	.00	.00	.00	20.00
00187	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD RESORT LLC	60.00CR	.00	.00	.00	60.00
00190	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD CLEANERS	20.00CR	.00	.00	.00	20.00
00191	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD COUNTRY CLUB	300.00CR	.00	.00	.00	300.00
00193	10/01/14- 9/30/15	PRIV-SERV	GARDNER REALTORS	20.00CR	.00	.00	.00	20.00
00195	10/01/14- 9/30/15	PRIV-SERV	JOHN PHILLIPS & ASSOCIATE	20.00CR	.00	.00	.00	20.00
00196	10/01/14- 9/30/15	PRIV-SERV	I'LL WRITE IT FOR YOU	20.00CR	.00	.00	.00	20.00
00199	10/01/14- 9/30/15	PRIV-SERV	BANKSTON CONSTRUCTION	20.00CR	2.20CR	.00	.00	22.20
00200	10/01/14- 9/30/15	PRIV-SERV	HORN'S INTERIORS	20.00CR	.00	.00	.00	20.00
00201	10/01/14- 9/30/15	PRIV-SERV	ALEXANDER WEST INTERIORS	20.00CR	.00	.00	.00	20.00
00203	10/01/14- 9/30/15	PRIV-SERV	GRIFFEY ENTERPRISES	20.00CR	.00	.00	.00	20.00
00205	10/01/14- 9/30/15	PRIV-SERV	CTV DEVELOPMENT LLC	20.00CR	.00	.00	.00	20.00
00206	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD STORAGE LLC	20.00CR	.00	.00	.00	20.00
00209	10/01/14- 9/30/15	PRIV-SERV	ECONO-LODGE	30.00CR	.00	.00	.00	30.00
00210	10/01/14- 9/30/15	PRIV-SERV	COMMUNITY REHAB OF GREENV	20.00CR	.00	.00	.00	20.00
00211	10/01/14- 9/30/15	PRIV-SERV	ENCORE REHABILITATION INC	20.00CR	.00	.00	.00	20.00
00650	10/01/14- 9/30/15	PRIV-SERV	COAST POSTERS AND PHOTOGR	20.00CR	.00	.00	.00	20.00
00655	10/01/14- 9/30/15	PRIV-SERV	THE RED ZONE BAR & GRILL	174.00CR	.00	.00	.00	174.00
00657	10/01/14- 9/30/15	PRIV-SERV	SUBWAY	30.00CR	.00	.00	.00	30.00
00661	10/01/14- 9/30/15	PRIV-SERV	DAVIS HANDYMAN SERVICES	20.00CR	.00	.00	.00	20.00
00666	10/01/14- 9/30/15	PRIV-SERV	GULF COAST TRANSPORTATION	20.00CR	.00	.00	.00	20.00
00667	10/01/14- 9/30/15	PRIV-SERV	PORTRAITS BY PENNY LLC	20.00CR	2.20CR	.00	.00	22.20
00676	10/01/14- 9/30/15	PRIV-SERV	DOUBLE DOG BUILDINERS LLC	20.00CR	.00	.00	.00	20.00
00679	10/01/14- 9/30/15	PRIV-SERV	GWENS HAIR NOW	20.00CR	.00	.00	.00	20.00
00685	10/01/14- 9/30/15	PRIV-SERV	GULF COAST BARBER COLLEGE	20.00CR	2.00CR	.00	.00	22.00
00686	10/01/14- 9/30/15	PRIV-SERV	CHERIE HYDE DESIGNS LLC	20.00CR	2.20CR	.00	.00	22.20
00689	10/01/14- 9/30/15	PRIV-SERV	PINK OLIVE DESIGN	20.00CR	2.00CR	.00	.00	22.00
00691	10/01/14- 9/30/15	PRIV-SERV	CHATEAU DE NOTRE DAME	30.00CR	.00	.00	.00	30.00
00698	10/01/14- 9/30/15	PRIV-SERV	SEYMOUR ENGINEERING PLLC	20.00CR	.00	.00	.00	20.00
00707	10/01/14- 9/30/15	PRIV-SERV	FAIRCHILD & CO LLC	20.00CR	2.00CR	.00	.00	22.00
00711	10/01/14- 9/30/15	PRIV-SERV	H&R BLOCK	20.00CR	.00	.00	.00	20.00
00718	10/01/14- 9/30/15	PRIV-SERV	NORTH BAY AUTO	20.00CR	.00	.00	.00	20.00
00719	10/01/14- 9/30/15	PRIV-SERV	HEADWAYS HAIR SALON	30.00CR	.00	.00	.00	30.00
00720	10/01/14- 9/30/15	PRIV-SERV	CARRIGEE CONSULTING LLC	20.00CR	.00	.00	.00	20.00
00722	10/01/14- 9/30/15	PRIV-SERV	UNIVERSAL STORAGE INC.	20.00CR	.00	.00	.00	20.00
00724	10/01/14- 9/30/15	PRIV-SERV	MOGOBOX LLC	20.00CR	.00	.00	.00	20.00
00725	10/01/14- 9/30/15	PRIV-SERV	JAMES MAX HUSSEY	20.00CR	.00	.00	.00	20.00
00729	10/01/14- 9/30/15	PRIV-SERV	FUNCTIONAL THERAPY LLC	20.00CR	.00	.00	.00	20.00
00731	10/01/14- 9/30/15	PRIV-SERV	LOVELY NAIL N SPA	20.00CR	.00	.00	.00	20.00
00735	10/01/14- 9/30/15	PRIV-SERV	MCQUAID ABSTRACTORS LLC	20.00CR	.00	.00	.00	20.00
00736	10/01/14- 9/30/15	PRIV-SERV	DEWITT INSURANCE AGENCY	30.00CR	.00	.00	.00	30.00
00737	10/01/14- 9/30/15	PRIV-SERV	ACCELERATED PHYSICAL THER	20.00CR	.00	.00	.00	20.00

LICENSE	PERIOD	CODE	ISSUED TO	FEE	PAYMENT DISTRIBUTION PENALTY	TAX	INTEREST	TOTAL PA
00738	10/01/14- 9/30/15	PRIV-SERV	AUTOMATIC TELLER RESPONSE	20.00CR	.00	.00	.00	20.00
00739	10/01/14- 9/30/15	PRIV-SERV	ROSE NAILS	20.00CR	.00	.00	.00	20.00
00740	10/01/14- 9/30/15	PRIV-SERV	ESPY LLC	20.00CR	.00	.00	.00	20.00
00741	10/01/14- 9/30/15	PRIV-SERV	JASSBY CUSTOM HOMES INC.	20.00CR	.00	.00	.00	20.00
00742	10/01/14- 9/30/15	PRIV-SERV	EDWARD D JONES & CO, L.P.	20.00CR	.00	.00	.00	20.00
00743	10/01/14- 9/30/15	PRIV-SERV	MASTERPIECE INTERNATIONAL	20.00CR	.00	.00	.00	20.00
00745	10/01/14- 9/30/15	PRIV-SERV	MULTIMODAL INTERNATIONAL	20.00CR	.00	.00	.00	20.00
00746	10/01/14- 9/30/15	PRIV-SERV	HAMMER INC.	20.00CR	.00	.00	.00	20.00
00747	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD CC LITTLE SCH	20.00CR	.00	.00	.00	20.00
00748	10/01/14- 9/30/15	PRIV-SERV	NIMA STORE	20.00CR	.00	.00	.00	20.00
00749	10/01/14- 9/30/15	PRIV-SERV	COLDWELL BANKER COAST DEL	20.00CR	.00	.00	.00	20.00
00754	10/01/14- 9/30/15	PRIV-SERV	JOSEPH M HEIGLE MINISTRIE	20.00CR	.00	.00	.00	20.00
00756	10/01/14- 9/30/15	PRIV-SERV	SEE SIDE OPTICAL INC.	20.00CR	.00	.00	.00	20.00
00757	10/01/14- 9/30/15	PRIV-SERV	PREMIUM POWER WASH	20.00CR	.00	.00	.00	20.00
00760	10/01/14- 9/30/15	PRIV-SERV	FRESENIUS MEDICAL CARE	81.00CR	.00	.00	.00	81.00
00762	10/01/14- 9/30/15	PRIV-SERV	C&C PLUMBING	20.00CR	.00	.00	.00	20.00
00767	10/01/14- 9/30/15	PRIV-SERV	REDBOX AUTOMATED RETAIL L	30.00CR	.00	.00	.00	30.00
00770	10/01/14- 9/30/15	PRIV-SERV	DICTOGRAPH/ALARMS PLUS	50.00CR	.00	.00	.00	50.00
00773	10/01/14- 9/30/15	PRIV-SERV	TENDER HANDS HOME CARE SV	20.00CR	.00	.00	.00	20.00
00774	9/13/14- 9/30/15	PRIV-SERV	DIAMONDHEAD DENTAL CLINIC	30.00CR	.00	.00	.00	30.00
00775	10/01/14- 9/30/15	PRIV-SERV	DIXIE A/C REPAIR	20.00CR	.00	.00	.00	20.00
00777	10/01/14- 9/30/15	PRIV-SERV	DR SUSAN NIEMANN HIGHTOWE	20.00CR	.00	.00	.00	20.00
00783	10/01/14- 9/30/15	PRIV-SERV	THE BETTER COMMUNICATION	20.00CR	.00	.00	.00	20.00
00784	10/01/14- 9/30/15	PRIV-SERV	WAFFLE HOUSE 1040	87.00CR	.00	.00	.00	87.00
00786	10/01/14- 9/30/15	PRIV-SERV	RICHARD B LOGAN PA	20.00CR	3.80CR	.00	.00	23.80
00787	10/01/14- 9/30/15	PRIV-SERV	CIFRANIC LLC	20.00CR	.00	.00	.00	20.00
00789	10/01/14- 9/30/15	PRIV-SERV	CORNELIA SWAYZE LCSW LLC	20.00CR	.00	.00	.00	20.00
00791	10/01/14- 9/30/15	PRIV-SERV	PURCELL CO INC	30.00CR	.00	.00	.00	30.00
00792	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD REALTY INC.	20.00CR	.00	.00	.00	20.00
00795	10/01/14- 9/30/15	PRIV-SERV	DEEP SOUTH KITCHEN AND BA	20.00CR	2.60CR	.00	.00	22.60
00797	10/01/14- 9/30/15	PRIV-SERV	MI MEXICO II INC	60.00CR	.00	.00	.00	60.00
00798	10/01/14- 9/30/15	PRIV-SERV	ASSURED COMFORT A/C HEATI	20.00CR	.00	.00	.00	20.00
00802	10/01/14- 9/30/15	PRIV-SERV	ENGINEERED LIGHTING & SOU	20.00CR	.00	.00	.00	20.00
00803	10/23/13- 9/30/15	PRIV-SERV	MARY R STOCK, PHD LCM LLC	20.00CR	2.00CR	.00	.00	22.00
00804	10/01/14- 9/30/15	PRIV-SERV	MOORE & POWELL CPA PA	30.00CR	.00	.00	.00	30.00
00805	10/01/14- 9/30/15	PRIV-SERV	SAFFIRE LUZ PRODUCTIONS L	20.00CR	.00	.00	.00	20.00
00809	10/01/14- 9/30/15	PRIV-SERV	SOUTHLANE CONVENIENCE CEN	60.00CR	.00	.00	.00	60.00
00812	10/01/14- 9/30/15	PRIV-SERV	THE HOME REPAIR CO	20.00CR	.00	.00	.00	20.00
00816	10/01/14- 9/30/15	PRIV-SERV	NAUTILUS PLUS II	20.00CR	.00	.00	.00	20.00
00818	10/01/14- 9/30/15	PRIV-SERV	JWS ENTERPRISES	20.00CR	.00	.00	.00	20.00
00820	10/01/14- 9/30/15	PRIV-SERV	AVANT GARDE FINANCIAL SER	20.00CR	.00	.00	.00	20.00
00822	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD PROPERTIES	20.00CR	.00	.00	.00	20.00
00830	10/01/14- 9/30/15	PRIV-SERV	JOHN THOMAS PHOTOGRAPHY	20.00CR	.00	.00	.00	20.00
00832	10/01/14- 9/30/15	PRIV-SERV	PARK TEN LANES LLC	1,241.50CR	.00	.00	.00	1,241.50
00834	10/01/14- 9/30/15	PRIV-SERV	DIAMONDHEAD URGENT CARE L	30.00CR	3.00CR	.00	.00	33.00
00836	10/01/14- 9/30/15	PRIV-SERV	THE MUSIC STUDIO	20.00CR	.00	.00	.00	20.00

LICENSE	PERIOD	CODE	ISSUED TO	FEE	PAYMENT DISTRIBUTION PENALTY	TAX	INTEREST	TOTAL PA
00838	10/01/14- 9/30/15	PRIV-SERV	LARRY DOLLAR CONSTRUCTION	20.00CR	.00	.00	.00	20.00
00841	10/01/13- 9/30/15	PRIV-SERV	DIAMONDHEAD MINI-STORAGE	40.00CR	10.00CR	.00	.00	50.00
00842	10/01/14- 9/30/15	PRIV-SERV	COAST DELTA CONTRACTING	20.00CR	.00	.00	.00	20.00
00843	10/01/14- 9/30/15	PRIV-SERV	DONNA'S HAIR BOU COU	20.00CR	.00	.00	.00	20.00
00845	10/01/14- 9/30/15	PRIV-SERV	ROGER SMITH CONSTRUCTION	20.00CR	.00	.00	.00	20.00
00846	10/01/14- 9/30/15	PRIV-SERV	TOLSON ADVERTISING	20.00CR	.00	.00	.00	20.00
00848	10/01/14- 9/30/15	PRIV-SERV	BUSH COASTAL PLUMBING INC	20.00CR	.00	.00	.00	20.00
00850	10/01/14- 9/30/15	PRIV-SERV	MISSISSIPPI COAST ICE CO	20.00CR	.00	.00	.00	20.00
00851	10/01/14- 9/30/15	PRIV-SERV	RENTAL SOLUTIONS LLC	20.00CR	.00	.00	.00	20.00
00876	10/01/14- 9/30/15	PRIV-SERV	SMOKEHOUSE GRILL	225.00CR	.00	.00	.00	225.00
00880	10/01/14- 9/30/15	PRIV-SERV	B & K FENCE	20.00CR	2.60CR	.00	.00	22.60
00881	10/01/14- 9/30/15	PRIV-SERV	COASTAL COLOR PRO LLC	20.00CR	.00	.00	.00	20.00
00897	10/01/14- 9/30/15	PRIV-SERV	GMFS LENDING, LLC	20.00CR	.00	.00	.00	20.00
00902	9/02/14- 9/30/15	PRIV-SERV	SOLAR BOAT TOURS LLC	20.00CR	.00	.00	.00	20.00
00910	9/15/14- 9/30/15	PRIV-SERV	LANAI CONDO RENTAL PROGRA	110.00CR	.00	.00	.00	110.00
00911	9/17/14- 9/30/15	PRIV-SERV	AIR TECH OF WAVELAND	20.00CR	.00	.00	.00	20.00
00919	9/30/14- 9/30/15	PRIV-SERV	STAGE CLEANING SERVICES L	20.00CR	.00	.00	.00	20.00
00924	10/15/14- 9/30/15	PRIV-SERV	M & M CONCRETE SERVICES,	45.00CR	.00	.00	.00	45.00
00927	11/03/14- 9/30/15	PRIV-SERV	DOMINO'S PIZZA #5926	30.00CR	.00	.00	.00	30.00
00928	11/04/14- 9/30/15	PRIV-SERV	DIAMONDHEAD LAWN CARE	18.33CR	.00	.00	.00	18.33
00929	11/05/14- 9/30/15	PRIV-SERV	MS ENGINEERING AND DEVELO	18.33CR	.00	.00	.00	18.33
00935	12/04/14- 9/30/15	PRIV-SERV	STRUCTURES OF DIAMONDHEAD	16.67CR	.00	.00	.00	16.67
00938	12/10/14- 9/30/15	PRIV-SERV	ALEXANDER, VAN LOON, SLOA	20.00CR	.00	.00	.00	20.00
00939	12/31/14- 9/30/15	PRIV-SERV	MELISSA JENKINS KEMPER	16.67CR	.00	.00	.00	16.67
00941	12/31/14- 9/30/15	PRIV-SERV	BRANDI STAGE PHOTOGRAPHY	16.67CR	.00	.00	.00	16.67
00943	1/05/15- 9/30/15	PRIV-SERV	TAYLOR MAINTENANCE	15.00CR	.00	.00	.00	15.00
00948	1/13/15- 9/30/15	PRIV-SERV	SSK INSURANCE AGENCY, LLC	15.00CR	.00	.00	.00	15.00
00952	1/20/15- 9/30/15	PRIV-SERV	HOTMAIDS	15.00CR	.00	.00	.00	15.00
00953	1/21/15- 9/30/15	PRIV-SERV	RIVER BEND VETERINARY HOS	18.75CR	.00	.00	.00	18.75
00956	1/29/15- 9/30/15	PRIV-SERV	ASPYN GLOW	15.00CR	.00	.00	.00	15.00
00961	2/13/15- 9/30/15	PRIV-SERV	WALSH MEDICAL CONSULTANTS	13.33CR	.00	.00	.00	13.33
00965	3/02/15- 9/30/15	PRIV-SERV	SASSY N CLASSY PAWS	13.33CR	.00	.00	.00	13.33
00975	3/30/15- 9/30/15	PRIV-SERV	CARRIERE - STUMM, LLC	11.67CR	.00	.00	.00	11.67
00976	4/10/15- 9/30/15	PRIV-SERV	AUSTIN - CHANCELLOR	10.00CR	.00	.00	.00	10.00
00977	4/10/15- 9/30/15	PRIV-SERV	F & A CARWASH AND DETAIL	10.00CR	.00	.00	.00	10.00
00983	5/11/15- 9/30/15	PRIV-SERV	SAFETY NET LLC	6.67CR	.00	.00	.00	6.67
00990	5/19/15- 9/30/15	PRIV-SERV	GULF COAST LIFE FAMILY ME	10.00CR	.00	.00	.00	10.00
01000	6/30/15- 9/30/15	PRIV-SERV	MOTHER CLUCKERS	6.67CR	.00	.00	.00	6.67
01008	7/20/15- 9/30/15	PRIV-SERV	AFFORDABLE ELECTRIC	5.00CR	.00	.00	.00	5.00
01011	7/22/15- 9/30/15	PRIV-SERV	GULF SOUTH RECRUITING SER	5.00CR	.00	.00	.00	5.00
01013	7/24/15- 9/30/15	PRIV-SERV	TOP QUALITY PAINTING	5.00CR	.00	.00	.00	5.00
00700	10/01/14- 9/30/15	PRIV-WH	PHILS SNACK FOODS	20.00CR	.00	.00	.00	20.00

RECORD TOTAL	INPUT TOTAL	FEE TOTAL	PENALTY TOTAL	TAX TOTAL	INTEREST TOTAL	GRAND TOTAL
180		8,367.43CR	117.70CR			8,485.13CR

** LICENSE CODE TOTALS **

LICENSE CODE	DESCRIPTION	FEE	PENALTY	PAYMENT DISTRIBUTION TAX	INTEREST	TOTAL PAID
PRIV-RET	RETAIL	49	3,131.84CR	67.70CR		3,199.54C
PRIV-SERV	SERVICE	162	5,215.59CR	50.00CR		5,265.59C
PRIV-WH	WHOLESALE	1	20.00CR			20.00C
TOTAL			8,367.43CR	117.70CR		8,485.13C

** REPORT CODE TOTALS **

REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
*****	INVALID	4	261.67CR			261.67C
ACCT	ACCOUNTING BOOKING SERVICES	4	90.00CR	3.80CR		93.80C
ADV	ADVERTISING AGENCY	1	20.00CR			20.00C
BOWL	BOWLING/LOUNGE/SNACKS	7	1,241.50CR			1,241.50C
COACHING	COACHING	1	16.67CR			16.67C
COLL	COLLECTIONS	1	20.00CR			20.00C
CONDO	CONDOS	3	110.00CR			110.00C
CONS-GEN	GENERAL BUSINESS CONSULTING	3	60.00CR			60.00C
CONT-BLD	BUILDING CONSTRUCTION	3	70.00CR	2.20CR		72.20C
CONT-FLOOR	FLOORING	1	20.00CR	2.60CR		22.60C
CONT-FLR	CONSTRUCTION FLOOR	1	30.00CR			30.00C
CONT-GEN	GENERAL CONTRACTOR	1	20.00CR			20.00C
CONT-HR	HOME REPAIR	2	40.00CR			40.00C
CONT-MECH	MECHANICAL CONTRACTOR	1	20.00CR			20.00C
CONT-PLB	PLUMBING CONTRACTOR	2	40.00CR			40.00C
CONT-REM	REMODELING CONTRACTOR	1	20.00CR			20.00C
CONT-RES	RESIDENTIAL CONTRACTOR	2	36.67CR			36.67C
CONT-ROOF	ROOFING CONTRACTOR	1	11.67CR			11.67C
CONT-SPC	SPECIALTY CONTRACTOR	12	235.00CR			235.00C
CONT-TREE	TREE CONTRACTOR	1	20.00CR			20.00C
COUNS	COUNSELING PROFESSIONAL	2	40.00CR	2.00CR		42.00C
DRY CLEAN	DRY CLEANERS	1	20.00CR			20.00C
FIN-BANK	FINANCIAL INSTITUTION/BANK	2	50.00CR			50.00C
FIN-CU	FINANCIAL CREDIT UNION	1	20.00CR	2.20CR		22.20C
FIT	FITNESS CENTER/GYM	1	20.00CR			20.00C
FLOR	FLORISTS	1	20.00CR			20.00C
GROOM	GROOMING	1	13.33CR			13.33C
HAIR	HAIR AND/OR NAIL SALON	6	110.00CR			110.00C
HOSPICE	HOSPICE SERVICES IN HOME BASED	2	50.00CR			50.00C
INS-SLS	INSURANCE SALES	3	65.00CR			65.00C
INT-DES	INTERIOR DESIGN	4	80.00CR	4.20CR		84.20C
INTER	INTERNET PROVIDER SERVICES	3	60.00CR			60.00C
JAN	JANITORIAL/CLEANING	4	70.00CR			70.00C
LODGING	HOTEL/MOTEL/LODGING	3	90.00CR			90.00C
MAINT	MAINTENANCE SERVICE	1	15.00CR			15.00C
NCF	NURSING CARE FACILITY	1	150.00CR			150.00C
NURSE	NURSING/THERAPEUTIC	1	13.33CR			13.33C
PHYS CLIN	PHYSICIANS CLINIC	3	131.00CR	3.00CR		134.00C
POA MGMT	PROPERTY OWNER MANAGEMENT	3	300.00CR			300.00C
PROF-SVC	PROF. SERV.	19	380.00CR	4.80CR		384.80C
PRV-ENG	ENGINEERING	1	18.33CR			18.33C
PT	PHYSICAL THERAPY SERVICE	3	60.00CR			60.00C
REAL-AG	REAL ESTATE AGENT	1	20.00CR			20.00C
REAL-BROK	REAL ESTATE BROKER	3	60.00CR			60.00C
REAL-OFF	REAL ESTATE OFFICE	4	80.00CR	2.00CR		82.00C
REL	CHURCH/RELIGIOUS SERVICES	1	20.00CR			20.00C

** REPORT CODE TOTALS **

REPORT CODE	DESCRIPTION	FEE	PENALTY	TAX	INTEREST	TOTAL PAID
RENT	RENTAL SERVICES	3	60.00CR			60.00C
REST-FULL	FULL SERVICE RESTAURANT	20	587.67CR	11.20CR		598.87C
RET-ART	RETAIL ART	3	60.00CR			60.00C
RET-AUTP	AUTOMOTIVE PARTS	1	20.00CR			20.00C
RET-CLOTH	RETAIL CLOTHING STORE	1	150.00CR			150.00C
RET-CONV	CONVENIENCE STORE	5	160.00CR			160.00C
RET-GROC	GROCERY STORE	2	470.00CR	51.70CR		521.70C
RET-HARD	RETAIL HARDWARE	1	75.00CR	7.50CR		82.50C
RET-PHARM	PHARMACY	4	1,380.00CR			1,380.00C
RET-SALE	RETAIL SALES	26	676.84CR	8.50CR		685.34C
SCHOOL	COLLEGE/SCHOOL/TRAINING	2	40.00CR	2.00CR		42.00C
SER-MED	MEDIA, FILM, CD, DIGITAL SERV	1	20.00CR			20.00C
SERV	PHOTOGRAPHY	2	36.67CR			36.67C
SERV-COMM	SPEECH LANGUAGE SERVICES	1	20.00CR			20.00C
SERV-DENT	SERVICE DENTISTRY	2	60.00CR			60.00C
SERV-LAND	SERVICE LANDSCAPE	1	18.33CR			18.33C
SERV-STOR	SERVICE- STORAGE	3	80.00CR	10.00CR		90.00C
SHIP	SHIPPING/FREIGHT SERVICES	2	40.00CR			40.00C
SRV-CAR	CARWASH	1	10.00CR			10.00C
VET	VETERINARY HOSPITAL	1	18.75CR			18.75C
WH-CLOTH	CLOTHING/APPAREL	1	20.00CR			20.00C
WH-DG	WHOLESALE DURABLE GOODS	1	20.00CR			20.00C
Z-CONT	QUALIFYING RECORD	1	5.00CR			5.00C
TOTAL			8,367.43CR	117.70CR		8,485.13C

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION		FEE	PAYMENT DISTRIBUTION			TOTAL PAID
				PENALTY	TAX	INTEREST	
BEER	BEER	14	605.00CR	8.10CR			613.10C
GAME	GAME MACHINES	2	1,080.00CR				1,080.00C
KIDDY	KIDDY RIDES	1	36.00CR				36.00C
MUSIC	MUSIC MACHINES	2	81.00CR				81.00C
SCHED A	INVENTORY ASSESSMENT TABLE	40	2,893.92CR	59.30CR			2,953.22C
SCHED B-01	ALL BUSINESS # OF EMPLOYEES	140	3,262.34CR	43.60CR			3,305.94C
SCHED C	MANUFACTURERS # OF EMPLOYEES	1	30.00CR				30.00C
VEND-02	CIGARETTE MACHINES	1	2.50CR				2.50C
VEND-03	COIN MACHINES >20 CENTS	11	376.67CR	6.70CR			383.37C
TOTAL			8,367.43CR	117.70CR			8,485.13C

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-22000	PRIVILEGE LICENSES	8,485.13CR
999-00100	POOLED CASH	8,485.13

REPORT SELECTION CRITERIA

REPORT SELECTION

LICENSES: THRU ZZZZZZZZZZ
EFFECTIVE DATES: 0/00/0000 TO 99/99/9999
EXPIRATION DATES: 9/30/2015 TO 9/30/2015
PAYMENT DATES: 10/01/2001 TO 9/30/2015
LICENSE CODES: Include: PRIV-MFG, PRIV-RET, PRIV-SERV , PRIV-WH
REPORT CODES: All
FEE CODES: All

PRINT OPTIONS

SEQUENCE: CODE
REPORT TYPE: SUMMARY
REVERSE PAYMENTS: NO

END OF REPORT



5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

October 1, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Apua and Iona Streets - Bids for Drainage Improvements

Sealed bids were opened and reviewed for drainage improvements on Apua and Iona Street . The low bid in the amount of \$106,693.20 was received from Advanced Construction and Development (ACAD) LLC., Attached are the engineer's recommendation and tabulation.

If you find these documents to be in order, please accept my recommendation to accept and award the low bid of Advanced Construction and Development (ACAD) LLC in the amount \$106,693.20 for the Apua and Iona Streets Drainage Project and authorize the City Manager to execute contract for same upon final review by legal counsel. Thank you in advance for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads 'Clovis Reed'. The signature is written in a cursive, flowing style.

Clovis Reed
City Manager

CR:jk

attachments

Bid Date: September 25, 2015
 2:00 p.m.
 Bid Place: Diamondhead
 City Hall

**DRAINAGE IMPROVEMENTS
 APUA STREET AND IONA STREET
 CERTIFIED BID TABULATION SHEET**

9-28-15

CONTRACTOR	ADD NO. 1	ADD NO. 2	CERT. OF RESP.	BID BOND	BASE BID
ACAD, LLC 619 HILLSIDE DRIVE BILOXI, MS 39532	V	V	20916-MC	5% U.S. SPECIALTY INS. CO.	\$ 106,693.20
A & C INDUSTRIAL, INC. P.O. BOX 507 LONG BEACH, MS 39560	V	V	15112-MC	5% AMERICAN CONTRACTORS INDEMNITY CO.	\$ 128,994.36
GRAY DIRT & GRAVEL LLC P.O. BOX 665 BILOXI, MS 39533	V	V	20564-MC	5% WESTERN SURETY COMPANY	\$ 134,525.00
JE TALLEY CONSTRUCTION 1711 PROSPECT AVE PASCAGOULA, MS 39567	V	V	20882-MC	5% SURETEC INS. CO.	\$ 136,320.53
TWIN L CONSTRUCTION INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571	V	V	08365-MC	5% DEVELOPERS SURETY INDEMNITY INS. CO.	\$ 140,492.50

Bid Date: September 25, 2015
 2:00 p.m.
 Bid Place: Diamondhead
 City Hall

**DRAINAGE IMPROVEMENTS
 APUA STREET AND IONA STREET
 CERTIFIED BID TABULATION SHEET**

9-28-15

CONTRACTOR	ADD NO. 1	ADD NO. 2	CERT. OF RESP.	BID BOND	BASE BID
DNA UNDERGROUND 523 ROYAL OAK DR. PASS CHRISTIAN, MS 39571	V	V	20907-SC	5% U.S. SPECIALTY INS. CO.	\$ 155,905.00
JAY BEARDEN CONSTRUCTION 662 OLD HWY 49 RICHLAND, MS 39218	V	V	09155-MC	5% TRAVELERS CASUALTY & SURETY CO. OF AMERICA	\$ 177,049.15
MOWA DEVELOPMENT P.O. BOX 1492 GAUTIER, MS 39553				5%	REJECTED

CERTIFIED BY: _____
 ROLAND J. "JOEY" DIAZ, P.E.
 SEYMOUR ENGINEERING

Agenda Item 2015-148

Interlocal to be provided by email
on Monday,