Agenda Item 2015-156

CITY OF DIAMONDHEAD, MISSISSIPPI

www.diamondhead.ms.gov

5000 Diamondhead Circle
Diamondhead, MS 39525-3260

Phone: 228.222.4626
Fax: 228.222.4390

November 12, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Re: CDBG Project #1131-14-432-PF-01 ADA Improvements
Pay Request Vision Constructors, Inc.

Dear Mayor and Councilmembers:

Attached for your review and consideration is Application and Certificate for Payment No. 2 in the amount of $85,525.65 to Vision Constructors, Inc. for City Hall ADA improvements.

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,

Clovis Reed
City Manager

CR:jk

attachment

Professional Grant Management services, llc

MEMO

DATE: November 17, 2015

TO: Clovis Reed, City Manager
City of Diamondhead

FROM: Michele Moore
Professional Grant Management Services, LLC

RE: **City of Diamondhead**
Public Facility Grant
CDBG Project 1131-14-432-PF-01
Request for Cash and Summary Support Sheet #7

Enclosed please find the following invoice for the above referenced project:

1. Vision Constructors
   Invoice number #2 in the amount of $85,525.65
   For Construction expense

CDBG:	**$44,045.00**
City Match:	**$41,480.65**

Also enclosed is the "Request for Cash and Summary Support Sheet No. 7" in the amount of $44,045.00 for payment of the above invoice.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 7" and return it along with the supporting documentation for processing to our office at the following address:

Michele Moore
Professional Grant Management Services
P.O. Box 1465
Biloxi, MS 39533

If you have any questions, please do not hesitate to call me at (228) 826-1909.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

Mississippi Development Authority
Community Services Division
Request for Cash

Program: Community Development Block Grant Program

Section A: General Information

Recipient	City of Diamondhead
Mailing Address	5000 Diamondhead Circle
Street Address	5000 Diamondhead Circle
City, State Zip	Diamondhead, MS 39525
Telephone No	228-222-4626

Section B: Project Information

Grant No	Contract No	Project No
4089-2014	113-14-432-PF-01	113-13-432-PF-01

Service Rendered

From		To	Request No
August 22, 2015	Thru	October 2, 2015	-

MDA Use Only

Section C: Request Per Activity

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 11,009.00	$ 7,623.62		$ 3,376.38	
2	Public Building - ADA Const.	$ 192,687.00	$ 28,536.38	$ 44,045.00	$ 80,005.62	
3					$ -	
4					$ -	
5					$ -	
6					$ -	
7					$ -	
8					$ -	
	Total	$ 149,587.00	$ 36,160.00	$ 44,045.00	$ 83,382.00	

Required Accomplishment Narrative: (Please provide a brief update on this project.)

The architect has completed design development and construction documents on this project. The project started advertising for bid on May 6th and will open bids on June 10, 2015. Due to the stringent Section 3 requirements and the small amount of money associated with the job, the City had to extend the bid opening date by two weeks from May 16th to June 10th to try and get more interest in potential bidders. Once the job is awarded, the job should only take a few months to complete. This job is anticipated to run smoothly and finish quickly.

I Hereby Certify That (a) the Services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract agreement or grant, (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant, (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all applicable requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Is this your final request for cash on this contract? _____ YES X NO

Signature of Authorized Official	Date Signed	Michele Moore Prepared By	10/2/2015 Date Prepared
Clovis Reed, City Manager Typed Name and Title of Authorized Official		228-826-1908 Preparer's Telephone No.	

To be completed by MDA Authorized Official

APPROVED BY: _____ DATE: _____

Signature, Authorized MDA Representative

IDIS Voucher Number	Vendor Number	Fund Number	Cost Center	Activity Code	Org.	County Code	Expense

Mississippi Development Authority
Consolidated Support Sheet

Program: nity Development Block Grant Program
Recipient: City of Diamondhead
Request for Cash Number: 7

Contract Number: 1131-14-432-PF-01
Total Amount Requested: $44,045.00

IDIS #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	General Administration	PGMS LLC					$6,000.00	$2,624.64	$3,375.36
	Application Preparation (CDBG D	PGMS LLC					$5,000.00		$5,000.00
									$0.00
	Total Administration			$0.00	$0.00	$0.00	$11,000.00	$2,624.64	$8,375.36
	Engineering / Architectural	EGH Architects					$8,400.00	$7,968.88	$431.12
									$0.00
									$0.00
									$0.00
	Total Engineering / Architectural			$0.00	$0.00	$0.00	$8,400.00	$7,968.88	$431.12
	Contingencies								$0.00
									$0.00
									$0.00
	Total Contingencies			$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Construction								$0.00
	Public Bldg - ADA Const	Vision Constructors	2	$85,525.65	$44,045.00	$41,480.65	$144,187.00	$64,612.50	$79,574.50
									$0.00
									$0.00
									$0.00
									$0.00
	Total Construction			$85,525.65	$44,045.00	$41,480.65	$144,187.00	$64,612.50	$79,574.50
	GRAND TOTAL			$85,525.65	$44,045.00	$41,480.65	$163,587.00	$75,206.02	$88,380.98

Services Rendered - Beginning: August 22, 2015 Thru October 30, 2015

Cumulative: $81,028.99 Program Expenditures Plus (+) $63,529.52 Matching Expenditures Equals (=) $144,558.51 Total Expenditures

I Hereby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant, (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant, (c) the amount requested herein does not exceed the total funds obligated by contract, and (d) the funds are requesting for only immediate disbursement.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time noted above and are in compliance with all statutory requirements and regulations. I certify that this request does not commit any violations of federal or future obligations.

Signature of Authorized Official

Date Signed

Michele Moore
Prepared By

Clova Reed, City Manager
Typed Name and Title of Authorized Official

228-826-1909
Preparer's Telephone No

CSD Instruction 11-15-2013

2015-156

ELEY GUILD HARDY ARCHITECTS

PRINCIPALS
James H. Eley, FAIA
W. Taylor Guild, III, AIA, CCS
David J. Hardy, AIA
Stephen A. Stojcich, AIA
Joseph B. Crain, AIA
Mark E. Lishen, AIA, LEED AP
J. Heath Perry, AIA, CSI, CDT

ASSOCIATES
Joseph R. Stevens, Jr., AIA, LEED AP
Eric J. Commarato, AIA

October 19, 2015

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

Re: ADA Improvements to Diamondhead City Hall, Diamondhead, Mississippi
CDBG Project No.: 1131-14-432-PF-01

Dear Mr. Reed:

Enclosed please find Two (2) copies of the Application and Certificate for Payment No. Two (2) submitted by Vision Constructors, Inc., in the amount of $85,525.65, for the above referenced project. We find this application to be in order and our certification is on the cover. Contractor is not request any rain/delay days for this period.

Also, enclosed please find our Invoice No. 12-035d-5 for the Construction Administration Phase, for the above referenced project.

If you have any questions regarding this project, please do not hesitate to contact me.

Sincerely,

David J. Hardy, AIA
Eley Guild Hardy Architects PA

DJH/dab

Enclosures

cc: Vision Constructors, Inc., John Rollins, via email
Kristin Ventura, City of Diamondhead, via email
Urban Planning Consultants, Michele Moore, via email

12-035d/5/5

RECEIVED
OCT 21 2015
BY:

BILOXI OFFICE
1091 Tommy Munro Drive
Biloxi, MS 39532
228.594.2323 P

JACKSON OFFICE
329 East Capitol Street
Jackson, MS 39201
601.354.2572 P

www.eleyguildhardy.com

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF One PAGES

TO OWNER:
City of Diamondhead
Diamondhead, MS

PROJECT: 12-035d
Diamondhead City Hall ADA
CDBG # 1131-14-432-PF-01

APPLICATION NO: 2

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

RECEIVED OCT 2015 ELEY GUILD HARDY ARCHITECTS BILOXI

FROM CONTRACTOR:
Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501
CONTRACT FOR:

VIA ARCHITECT: Eley Guild Hardy Architects
1091 Tommy Munro Drive
Biloxi, MS 39532

PERIOD TO: 10/2/2014
PROJECT NOS: 12-035d

CONTRACT DATE: 29-Jun-2015

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 280,500.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 280,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 111,677.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 5,583.85	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 5,583.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 106,093.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 20,567.50
8. CURRENT PAYMENT DUE		$ 85,525.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 174,406.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	$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: Vision Constructors, Inc.

By: _____ Date: 10/6/15

State of: Mississippi County of: Harrison
Subscribed and sworn to before me this 6th day of Oct 2015
Notary Public: Nancy Beaulieu
My Commission expires: November 11, 2016

STATE OF MISSISSIPPI NANCY BEAULIEU NOTARY PUBLIC 3/145 Commission Expires November 11, 2016 HARRISON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ 85,525.65

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

ARCHITECT:

By: _____ Date: 10/19/15

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

Diamondhead City Hall ADA Renovations
12-0954
Diamondhead, MS

Vision Constructors, Inc.
Eley Guild Hardy Architects

AIA DOCUMENT G703

APPLICATION NUMBER : 1
APPLICATION DATE : 08-Oct-15
PERIOD TO : 02-Oct-15

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: PREVIOUS APPLICATION	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE (D + E)	% (G/C)	BALANCE TO FINISH (C-F+G)	RETAINAGE 5%
	DIVISION 1 GENERAL CONDITIONS								
1	Mobilization	6,000	6000			6,000	100%	0	300
2	Supervision	10,000	750	2,000		2,750	28%	7,250	138
3	Builders Risk Insurance	750	750			750	100%	0	38
4	Bond	3,100	3100			3,100	100%	0	155
5	MORT	8,180	650	2,500		3,150	39%	2,030	158
6	Misc. General Conditions	3,500	350	875		1,225	27%	2,275	61
	DIVISION 2 SITEWORK					0			0
7	Interior Demolition	9,000	5530	3,450		9,000	100%	0	450
8	Asphalt/Concrete Demolition	4,000		4,000		4,000	100%	0	200
9	Pavement Markings and Signage	2,500				0	0%	2,500	0
	DIVISION 3 CONCRETE					0		0	0
10	Concrete Paving/Sidewalks	18,250		18,250		18,250	100%	0	913
	DIVISION 6 ROUGH CARPENTRY					0		0	0
11	Rough Carpentry	1,000		500		500	50%	500	25
	DIVISION 8 DOORS & WINDOWS					0		0	0
12	Door/Hardware Material	6,000		1,250		1,250	21%	4,750	63
13	Door Labor	1,000				0	0%	1,000	0
14	Interior Storefront Assembly	16,000				0	0%	16,000	0
15	Access Doors and Panels	1,000				0	0%	1,000	0
	DIVISION 9 FINISHES					0		0	0
16	Metal Framing	8,000	6500			6,500	81%	1,500	325
17	Drywall	4,079		3,850		3,850	99%	229	193
18	ACT Ceilings	2,000		500		500	25%	1,500	25
19	Flooring	10,000				0	0%	10,000	0
20	Painting	7,000				0	0%	7,000	0
	DIVISION 10 SPECIALTIES					0		0	0
21	Signage	400				0	0%	400	0
22	Toilet Bath Accessories	4,300				0	0%	4,300	0
23	Install Specialties	1,000				0	0%	1,000	0
	DIVISION 14 ELEVATOR					0		0	0
24	ELEVATOR ENGINEERING	19,802		19,802		19,802	100%	0	990
25	ELEVATOR MATERIAL	24,000				0	0%	24,000	0
26	ELEVATOR LABOR	6,000				0	0%	6,000	0
	DIVISION 15 MECHANICAL					0		0	0
27	HVAC DEMO	2,500		2,500		2,500	100%	0	125
28	HVAC EQUIPMENT	3,300		3,300		3,300	100%	0	165
29	HVAC DUCTWORK	2,964		1,250		1,250	42%	1,714	63
30	HVAC TRIM OUT	1,500				0	0%	1,500	0

CONTINUATION SHEET
Diamondhead City Hall ADA Renovation
12-0354
Diamondhead, MS

Vision Construction, Inc.
Eley Guild Hardy Architects

AIA DOCUMENT G703

APPLICATION NUMBER : 1
APPLICATION DATE : 08-Oct-15
PERIOD TO : 02-Oct-15

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: PREVIOUS APPLICATION	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED TO DATE (D + E)	% (G/C)	BALANCE TO FINISH (C-F+G)	RETAINAGE 5%
31	PLUMBING DEMO	3,500		2,500		2,500	71%	1,000	125
32	PLUMBING ROUGH IN	6,500		4,500		4,500	69%	2,000	225
33	PLUMBING FIXTURES/TRIM OUT	7,175				0	0%	7,175	0
	DIVISION 16 ELECTRICAL					0		0	0
34	ELECTRICAL DEMO	2,500		2,500		2,500	100%	0	125
35	ELECTRICAL FIXTURES/GEAR	6,000				0	0%	6,000	0
36	ELECTRICAL RACEWAYS	4,850		1,100		3,500	72%	1,350	175
37	ELECTRICAL WIRE	4,850		1,100		3,500	72%	1,350	175
38	ELECTRICAL FIRE ALARM	1,800				0	0%	1,800	0
	PROJECT ALTERNATE 1					0		0	0
39	Demolition	1,500		1,500		1,500	100%	0	75
40	Millwork	3,500				0	0%	3,500	0
41	Metal Studs/Drywall	4,000		2,000		2,000	50%	2,000	100
42	Painting	1,000				0	0%	1,000	0
43	Storefront	15,000				0	0%	15,000	0
	PROJECT ALTERNATE 2					0		0	0
44	Demolition	1,000		1,000		1,000	100%	0	50
45	Millwork	6,500				0	0%	6,500	0
46	Metal Studs/Drywall	3,050		2,800		2,800	92%	250	140
47	Painting	850				0	0%	850	0
48	HVAC Ductwork	500				0	0%	500	0
49	Flooring	1,500				0	0%	1,500	0
	PROJECT ALTERNATE 3					0		0	0
50	Demolition	2,500				0	0%	2,500	0
51	HM Frames/Wood Doors	2,850				0	0%	2,850	0
52	Metal Stud Framing	1,800				0	0%	1,800	0
53	Painting	1,850				0	0%	1,850	0
	SUB TOTALS	286,500	21,650	90,027	0	111,677	40%	168,823	5,584

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Diamondhead City Hall ADA
CDBG# 1131-14-432-PF-01
Diamondhead, Mississippi

ARCHITECT'S PROJECT NUMBER: 12-035d

CONTRACT FOR: General Construction

CONTRACT DATED: June 29, 2015

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

STATE OF: Mississippi
COUNTY OF: Harrison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
   AFP #2
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

BY: [signature]
(Signature of authorized representative)

John M. Rollins, President
(Printed name and title)

Subscribed and sworn to before me on this date: Oct. 6, 2015

Notary Public: Nancy Beaulier

My Commission Expires: November 11, 2016

STATE OF MISSISSIPPI
NANCY BEAULIER
NOTARY PUBLIC
ID No. 91645
Commission Expires
November 11, 2016
HARRISON COUNTY

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AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Diamondhead City Hall ADA
CDBG# 1131-14-432-PF-01
Diamondhead, Mississippi

ARCHITECT'S PROJECT NUMBER: 12-035d

CONTRACT FOR: General Construction

CONTRACT DATED: June 29, 2015

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

STATE OF: Mississippi
COUNTY OF: Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

   Indicate attachment: ☐ Yes ☐ No

N/A - AFP #2

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*
Vision Constructors, Inc.
608 34th Street
Gulfport, MS 39501

BY:

(Signature of authorized representative)

John M. Rollins, President
(Printed name and title)

Subscribed and sworn to before me on this date: Oct 6, 2015

Notary Public: Nancy Beaulieu

My Commission Expires: November 11, 2016

STATE OF MISSISSIPPI
NANCY BEAULIEU
NOTARY PUBLIC
ID No. 91645
Commission Expires
November 11, 2016
HARRISON COUNTY

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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VISION CONSTRUCTORS INC

608 34TH STREET
GULFPORT, MS 39501

228.832.1182 (O)
228.832.1781 (F)

October 12, 2015

Eley Guild Hardy Architects PA
Lee Palermo
1091 Tommy Munro Drive
Biloxi, Mississippi 39532

Re: 12-035d Diamondhead ADA AFP #2 Rain Days

Dear Mr. Palermo:

Please let this document serve as notification that we are not requesting rain days for the month of September for the project.

Sincerely,

John M. Rollins
Vision Constructors, Inc.

CC: DH ADA AFP #2

Section 3 Monthly Status Report – Hiring / Subcontracting Activity

(For General Contractor – Submit both general contractor and subcontractor reports to the Grant Administrator monthly; For Subcontractors – Submit to General Contractor monthly)

Instructions

1. The general contractor and all subcontractors (if applicable) must provide fully completed monthly status reports on their hiring and subcontracting progress Incomplete forms will be rejected.
2. List all positions filled and subcontracts executed in connection with the Section 3 project during the reporting period.
3. Submit all applicable related Section 3 Resident and Section 3 Business Certification forms (with supporting documentation) with the report.
4. Reports must be submitted to the Grant Administrator by the general contractor no later than 5 days after the end of each month.

Project Name: GRANT NO/PROJECT NO.
Month/Year of Report: SEPT / 2015
Grant Administrator: PGMS
General Contractor: VISION CONSTRUCTORS
GC Contact Name/Phone: JOHN DOLLINS
Subcontractor Name(s):

HUD Hiring Categories

1) Professionals
2) Technicians
3) Office and Clerical
4) Officials and Managers
5) Sales
6) Craft Workers (skilled)
7) Operatives (semi-skilled)
8) Laborerers (unskilled)
9) Service Workers

HIRING List job titles for all new hires AND names of persons hired for the project during this reporting period (e.g., Craft worker – John Smith)	Sec 3 Resident Hired? (Y/N)	Hiring Category	# of Sec 3 Residents Interviewed	Referral Sources Utilized	**If Sec 3 Resident not hired, provide a reason***
NO NEW HIRE NEEDED AT THIS POINT					

SUBCONTRACTING Name of subcontractors contracted in connection with the project this reporting period	Section 3 Business Selected? (Y/N)	Dollar Value of Contract	Contract Date	# of Sec 3 businesses that bid on contract	Referral Sources Utilized	**If Sec 3 Business not selected, provide a reason***
POWER PLUS ELECTRICAL	Y	22,000	7/7/15	UNKNOWN	BIDDINVITE/PLANROOMS	N/A
LINDSAY MECHANICAL	Y	27,920	7/7/15	UNKNOWN	" "	N/A
BIM DRYWALL	N	17,049	7/7/15	0	" "	LOW BIDDER

Describe efforts to provide Section 3 Residents and Businesses with first consideration for employment and contracting opportunities, and all outreach activities performed. If no activity, explain*:

NO NEW HIRE NEED YET ON THE PROJECT.

10/9/15
Date

Signature of Company Representative

*Must provide an answer or report will be rejected.

Agenda Item 2015-163

CITY OF DIAMONDHEAD, MISSISSIPPI
www.diamondhead.ms.gov
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228.222.4626
Fax: 228.222.4390

November 12, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Close Out and Final Payment Live Oak Drive Phase 1

Attached for your consideration and approval is the final pay request in the amount of $22,322.00 to MOWA Development for Live Oak Drive Phase 1 reconstruction. Also included for your approval are the Summary of Change Order and Certificate of Substantial Completion to be executed by the City Manager.

Thank you for your consideration and approval in this matter.

Sincerely,

C Reed

Clovis Reed
City Manager

CR:jk

jk

SEYMOUR
ENGINEERING
CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
SE
925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

November 11, 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. 3 (Final)

Dear Mr. Reed:

Enclosed you will find Pay Request No. 3 which is the final pay request for the above referenced project. The work has been completed and is acceptable. In addition, see the attached close out documents – Release of Liens, Consent of Surety, Warranties, and Summary Change Order, Certificate of Substantial Completion, etc. We recommend to the City of Diamondhead, that MOWA Development, LLC be paid the requested amount of $22,322.00.

Also please sign and return a copy of the signed Summary Change Order and Substantial Completion Forms.

Respectfully submitted,

SEYMOUR ENGINEERING

Edward L. Hogg

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

ELH/mah

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: 3 FINAL DATE OF APPLICATION: 11/06/15 Period From: 9/22/15 Period To: 10/05/15	
FROM:	MOWA Development, LLC P.O. Box 1492 Gautier, MS 39553	VIA (Engineer):	Seymour Engineering 925 Tommy Munro Dr Biloxi, MS 39532	ENGINEER'S PROJECT NO: CONTRACT DATE:	13-070.05 6/16/2015
CONTRACT FOR:	Lift Station / Wet Well Improvements				

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		
1	11/5/2015		$12,366.00
	TOTALS	$0.00	$12,366.00
Net change by Change Orders		$0.00	($12,366.00)

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.

SUSAN M BAILEY NOTARY PUBLIC My Comm. Expires Oct 16, 2017 JACKSON COUNTY STATE OF MISSISSIPPI

CONTRACTOR:

By: Steve Jordan Date: 11/6/2015

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		($12,366)
3. CONTRACT SUM TO DATE (Line 1+2)		$195,208
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheets)		$195,208
5. RETAINAGE:		
a. 0% of Completed Work (Column D+E on Continuations Sheets)	$0	
b. 0% of Stored Material (Column F on Continuation Sheets)	$0	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheets)		$0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$195,208
7.LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$172,866
8. CURRENT PAYMENT DUE		$22,342
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$0

$172,866 $172,886 $22,342 $22,322

State of: Mississippi

Subscribed and sworn to before me this 6th day of November 2015

Notary Public: Susan M. Bailey

SUSAN BAILEY

My Commission expires: 10/16/2017

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 qualityof the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

$ 22,322.00

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

ENGINEER:

By: Edward S. Hays

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: 3 FINAL PAGE 2 OF 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest penny.
Use column I on contracts where variable retainage for line items may apply

Live Oak Drive I
Phase 1

ENGINEERS PROJECT NO: 13-070.05

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous Applications (D+E)	WORK COMPLETED This Period	Materials Presently Stored (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	Retainage 10% till 50% complete
1	BONDING, INSURANCE,TAXES	$9,502.32	$9,502.32			$9,502	100%	$ 0	$ 0
2	CONSTRUCTION ALLOWANCE (see #36)	$10,000.00	$0.00	$10,000		$10,000	100%	$ 0	$ 0
3	QUALITY CONTROL/SAFETY & SUPERVISION	$18,000.00	$16,200.00	$1,800		$18,000	100%	$ 0	$ 0
4	GENERAL CONDITIONS	$17,097.43	15,~~$0.00~~	~~$17,097~~	1,697.43	$17,097	100%	$ 0	$ 0
5	**SOUTH SIDE**								
6	S MOBILIZATION AND TRAFFIC CONTROL SETUP	$5,250.00	$5,250.00	$0		$5,250	100%	$ 0	$ 0
7	S. PAVEMENT REMOVAL	$9,512.87	$9,512.87	$0		$9,513	100%	$ 0	$ 0
8	S EXCAVATION & SUB GRADE PREP	$7,982.50	$7,982.50	$0		$7,983	100%	$ 0	$ 0
9	S. DUCTILE IRON CASING(CX SEE NO 34)	$3,800.00	$3,800.00	$0		$3,800	100%	$ 0	$ 0
10	S. SELECT BACKFILL INSTALL	$2,818.75	$2,818.75	$0		$2,819	100%	$ 0	$ 0
11	S. MATERIAL BACKFILL	$2,200.00	$2,200.00	$0		$2,200	100%	$ 0	$ 0
12	S. FABRIC & LIMESTONE BASE COURSE INSTALL	$10,485.00	$10,485.00	$0		$10,485	100%	$ 0	$ 0
13	S. MATERIAL - FABRIC & LIMESTONE	$8,935.50	$8,935.50	$0		$8,936	100%	$ 0	$ 0
14	S. ASPHALT BASE COURSE INSTALL	$7,200.00	$7,200.00	$0		$7,200	100%	$ 0	$ 0
15	S. MATERIAL - ASPHALT	$4,680.00	$4,680.00	$0		$4,680	100%	$ 0	$ 0
16	**NORTH SIDE**								
17	N. RELOCATION OF TRAFFIC CONTROL	$2,250.00	$2,250.00	$0		$2,250	100%	$ 0	$ 0
18	N. CURB ISLAND REMOVAL	$2,500.00	$2,500.00	$0		$2,500	100%	$ 0	$ 0
19	N. PAVEMENT REMOVAL	$7,012.88	$7,012.88	$0		$7,013	100%	$ 0	$ 0
20	N EXCAVATION AND SUB GRADE PREP	$7,982.50	$7,982.50	$0		$7,983	100%	$ 0	$ 0
21	N. DUCTILE IRON CASING(CX SEE NO 34)	$3,800.00	$3,800.00	$0		$3,800	100%	$ 0	$ 0
22	N. SELECT BACKFILL INSTALL	$2,818.75	$2,818.75	$0		$2,819	100%	$ 0	$ 0
23	N. MATERIAL BACKFILL	$2,200.00	$2,200.00	$0		$2,200	100%	$ 0	$ 0
24	N. FABRIC & LIMESTONE BASE COURSE INSTALL	$10,485.00	$10,485.00	$0		$10,485	100%	$ 0	$ 0
25	N. MATERIAL - FABRIC & LIMESTONE	$8,935.50	$8,935.50	$0		$8,936	100%	$ 0	$ 0
26	N. ASPHALT BASE COURSE INSTALL	$7,200.00	$7,200.00	$0		$7,200	100%	$ 0	$ 0
27	N MATERIAL - ASPHALT	$4,680.00	$4,680.00	$0		$4,680	100%	$ 0	$ 0
28	**PROJECT WIDE**								
29	ASPHALT SURFACE COURSE INSTAL	$9,000.00	$9,000.00	$0		$9,000	100%	$ 0	$ 0
30	MATERIAL - S C ASPHALT	$11,520.00	$11,520.00	$0		$11,520	100%	$ 0	$ 0

CONTINUATION SHEET APPLICATION FOR PAYMENT: 3 FINAL PAGE 3 OF 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest penny.
Use column I on contracts where variable retainage for line items may apply

Live Oak Drive I
Phase 1

ENGINEERS PROJECT NO: 13-070.05

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications (D+E)	This Period	Materials Presently Stored (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	Retainage 10% till 50% complete
31	GRASSING, CLEANUP, ASPHALT CURE PERIOD	$4,225	$0.00	$4,225		$4,225	100%	$ 0	$ 0
32	STRIPING	$5,500	$0.00	$5,500		$5,500	100%	$ 0	$ 0
33	**WORK CHANGE DIRECTIVES**								
34	No 1 - DELETE D I PIPE ITEMS 9 & 21	-$7,600	~~$0.00~~	~~-$7,600~~		-$7,600	100%	$ 0	$ 0
35	No 1 -ADD HEADER CURB AT HOTEL	$5,234	$5,234.00	$0		$5,234	100%	$ 0	$ 0
36	No 1 - INCREASE IN CONTRUC ALLOWANCE ITEM NO 2 (=#-34 - 35)	$2,366	$0.00	$2,366		$2,366	100%	$ (0)	$ 0
37	DECREASE OF CONT. FUNDS	-$12,366		-$12,366		-$12,366	100%	$ 0	$ 0
	TOTALS	$195,208	$174,185.57	$21,022	$0	$195,208	100.00%	$0	$0

13,222.43

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* LIVE OAK IMPROVEMENT PHASE I DIAMONDHEAD, MS	**ARCHITECT'S PROJECT NUMBER:** 13-070.05	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: *(Name and address)* CITY OF DIAMONDHEAD 500 DIAMONDHEAD CIRCLE DIAMONDHEAAD, MS	**CONTRACT DATED:** 06/16/2015	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF: MISSISSIPPI
COUNTY OF: JACKSON

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: NONE- LAST PAYMENT TO SUBCONTRACTORS TO BE MADE FROM FINAL PAYMENT AND RETAINAGE RELEASE.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. X Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. NA Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTED SUBCONTRACTORS
GEOPAVE, LLC
J L MCCOOL CONTRACTORS, INC

ALL MATERIAL SUPPLIERS HAVE BEEN PAID IN FULL.

CONTRACTOR: *(Name and address)*
MOWA DEVELOPMENT, LLC
2700 OLD SPANISH TRAIL, GAUTIER, MS 39553

BY: Steve Jordan
(Signature of authorized representative)
STEVE JORDAN, PRESIDENT
(Printed name and title)

Subscribed and sworn to before me on this date:
06 NOVEMBER 2015

Notary Public: SUSAN BAILEY
My Commission Expires: 16 OCTOBER 2017

Susan M. Bailey

SUSAN M BAILEY
NOTARY PUBLIC
ID No. 79083
My Comm Expires
Oct 16, 2017
JACKSON COUNTY
STATE OF MISSISSIPPI

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User Notes: (1195468136)

Contractor's GUARANTEE and WARRANTIES

TO OWNER:
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

MOWA Development, LLC
2700 Old Spanish Trail
Gautier, MS 39553
DUNN # 783264950 CAGE 4QZC6

PROJECT: **Live Oak Drive Improvements, PHASE I**
Diamondhead, MS

VIA CONTRACT ADMINISTRATION:
Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

PERIOD TO: **10/5/2016**
BOD: 10/5/2015

PROJECT NOS: 13-070.5

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [X] CONTRACTING OFFICER
- [ ]

State of Mississippi
County of Jackson

EXCEPTIONS: NO EXCEPTIONS

Please submit warranty requests to:

MOWA Development, LLC

Susan Bailey 228-497-9262 or email mowadevelopment@bellsouth.net

SUSAN M BAILEY
NOTARY PUBLIC
ID No. 79083
My Comm Expires
Oct 16, 2017
JACKSON COUNTY
STATE OF MISSISSIPPI

The undersigned hereby certifies that MOWA Development, LLC does hereby guarantee all work performed on the above captioned Contract to be free from defective materials and workmanship for a period of one (1) year or such longer period of time as may be called for in the Contract Documents for such portions of the Work.

CONTRACTOR: Steve Jordan
STEVE JORDAN, PRESIDENT

Subscribed and sworn to before me on this Date: 11/6/2015

State of: Mississippi County of: Jackson
Subscribed and sworn to before me this 06 day of November, 2015

Notary Public: Susan Bailey
My Commission expires: 10/16/2017

Susan M. Bailey

SUMMARY CHANGE ORDER

PROJECT: Live Oak Drive Improvements
Phase 1

CHANGE ORDER NUMBER: 1

DATE: November 5, 2015

To Contractor: MOWA Development, LLC

CONTRACT PROJECT NO:

CONTRACT DATE: June 16, 2015

The Contract is changed as follows:
This is a Summary Change order reducing the contract amount by the built in contingency which was not used. In fact a change directive no 1 was issued increasing the amount of contingency dollars in the contract. The project was substantially complete as of October 5th, 2015 which is well before the contract completion date of December 8th, 2015. In fact it was in time for Cruising the Coast which the City had requested.

TOTAL THIS CHANGE ORDER

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	$ 207,574.00
Net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 207,574.00
The Contract Sum will be decreased by the amount of	$ 12,366.00
The new Contract Sum including this Change Order will be	$ 195,208.00

The Contract Time will be extended by 0 days changing the contract completion days from 120 to 120 calendar days.

CONTRACTOR	ENGINEER	OWNER
By: Susan Bailey	By: Edward S. Hess	By:
Date: 11/06/15	Date: 11/5/2015	Date:

Certificate of Substantial Completion

Project: Live Oak Drive Improvements Ph 1	Owner: City of Diamondhead, MS	Owner's Contract No.: N/A
Contract: : Live Oak Drive Improvements Ph 1		Date of Contract: 6-16-2015
Contractor: MOWA Development, LLC		Engineer's Project No.: 13-070.05

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

October 5 ,2015

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

None

Contractor's Amended Responsibilities:

None

The following documents are attached to and made part of this Certificate:

None

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

Executed by Engineer — Date: 11/5/2015

Accepted by Contractor — Date: 11/6/2015

Accepted by Owner — Date

Work Change Directive

No. 1

Date of Issuance: August 5, 2015 Effective Date:

Project: Diamondhead Live Oak Dr Improvements Phase 1	Owner: City of Diamondhead	Owner's Contract No.:
Contract: Diamondhead Live Oak Dr Improvements Phase 1		Date of Contract: June 16, 2015
Contractor: MOWA Development, LLC		Engineer's Project No.: 13-070.05

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description
1 $5,234.00	Add approximately 95 to 100 linear feet of header curb at the hotel entrance as shown on the attached sketches. The hotel owner will add top soil and grass outside of the ROW. This work includes sawcutting of existing pavement, all pavement and curb removal including the area outside of the ROW, furnish and install sand fill where needed, new header curb, grassing within the ROW and bonding.
2 <$7,600.00>	Remove the South and North ductile iron casing and work with the Diamondhead Water & Sewer District who will install an 8" PVC Gravity Sewer Line in its place

Attachments (list documents supporting change):

See attached curb sketches

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

X Work Scope Modifications within the bid contingency amount

Change in Schedule of Values within current contract amount and schedule:

Contingency $ Value Change 2,365.81 (increase/decrease)

Recommended for Approval by Engineer: Edward A. Hoss	Date 8/10/15
Authorized for Owner by:	Date 8/19/15
Received for Contractor by: Bruce Bailey	Date 08/10/15

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

Bond # 58726660

PROJECT (name address)
LIVE OAK DRIVE IMPROVEMENTS PHASE I
DIAMONDHEAD, MS

TO (Owner)
CITY OF DIAMONDHEAD
500 DIAMONDHEAD CIRCLE
DIAMONDHEAD, MS 39525

CONTRACTOR:
MOWA DEVELOPMENT, LLC

ARCHITECT'S PROJECT NO: 13-070.05
CONTRACT FOR: ROAD IMPROVEMENTS
CONTRACT DATE: 06/16/2015

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604
SURETY COMPANY

on bond of
MOWA DEVELOPMENT, LLC
CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

CITY OF DIAMONDHEAD
OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
The Surety Company has hereunto set its hand this 6th day of November 20 15

Western Surety Company

Surety Company

Renee Ellis

Signature of Authorized Representative

Attest (seal):
Billie Jo Sanders

Renee Ellis

Attorney-in-Fact

Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton A Kopf III, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY, do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Agenda Item 2015-165

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this ___ day of _____, 20____between **THE CITY OF DIAMONDHEAD, MS**, (hereinafter "**CITY**") and **LEVANWAY & ASSOCIATES, PLLC**, (hereinafter **"LEVANWAY"**).

WHEREAS LEVANWAY is a lobbyist with expertise in the area of governmental affairs,

WHEREAS, CITY wishes to avail itself of LEVANWAY's expertise and advice during the term of this Agreement; and LEVANWAY is willing to offer its expertise and advice to the CITY, under the terms and conditions as stated herein;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties agree as follows:

1. **INDEPENDENT CONTRACTOR.**

Both the CITY and LEVANWAY agree that LEVANWAY will act as an independent contractor in the performance of its duties under this contract.

The parties agree that nothing herein contained shall be construed or interpreted to mean that the CITY is an employer. Any provision herein, which is now or later declared inconsistent with such Agreement, shall be null and void.

2. SCOPE OF SERVICES. All of those activities normally associated with a comprehensive and effective government relations effort. Included are strategy development, drafting of legislation and proposals, direct contacts with agencies and the Legislature and any and all other necessary activities. Covered entities specifically included, but not limited are:

a. The MS Legislature;
b. Issues related to economic development opportunities;
c. Mississippi Department of Environmental Quality (MDEQ);
d. Mississippi Development Authority (MDA) and
e. Mississippi Department of Transportation (MDOT).
f. Specifically excluded are issues related to gaming and the Mississippi Gaming Commission.

3. FEES. A base fee of $30,000.00 to LEVANWAY for a contract period of ten calendar months with an option to renew for one additional year. There shall be an annual review of scope service and appropriateness of the fee. The fee will be invoiced at the beginning of each month beginning Decenber 1, 2015, in an amount of $3,000 or one-tenth of the annual total.

4. TERM. A term of 10 months, beginning December 1, 2015 and terminating September 30, 2016.

5. REIMBURSABLE EXPENSES. Reasonable entertainment expenses shall be allowed as pre-authorized by the City Manager. Routine office expenses, such as copies, long distance fees, fax charges, and in-state mileage are included in the base consulting fee. There are no lodging expenses in Jackson. Previously approved extraordinary travel and lodging expenses are reimbursable. All expenses will be invoiced with copies of receipts attached.

6. Reporting. LEVANWAY shall provide the CITY written reports, at a minimum weekly, during the legislative session. Monthly written reports and quarterly oral reports will be provided out of session providing information on activities performed on behalf of CITY. Additional information will be provided timely through the CITY's primary point of contact, the City Manager. The City Manager shall be responsible for gathering requested for information from the City Council to present to LEVANWAY. Breach of this Section 6 shall be deemed material under Section 7 (1).

7. TERMINATION.

This Agreement may be terminated by either party as follows:

(1) In the event that the other party has breached a material covenant or obligation under this Agreement and such breach remains uncured for a period of thirty (30) days after written notice has been sent by the non-Breaching party; or
(2) In the event that the other party ceases to conduct business; or
(3) At the discretion, with or without cause, of either party by giving sixty (60) days advance written notice to the other party.

8. NOTICE. Any written notice, required by the provisions of this Agreement shall be sent by Certified mail, return receipt requested.

The following is provided:

The City of Diamondhead, MS
5000 Diamondhead Circle
Diamondhead, MS 39525
Attn: Mr. Clovis Reed
Phone: 773-399-8424
E-Mail: creed@diamondhead.ms.gov

Levanway & Associates, PLLC
949 Morningside Street, Suite F-13
Jackson, MS 39202
Attn: Mr. Scott Levanway
Phone: 228-860-6060
E-Mail: scott@levanway.com

9. GENERAL

a. **Entire Agreement**. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions. It shall not be amended or changed except in writing and executed by both parties.

b. **Modification**. Only a written instrument executed by the authorized representative of both parties may modify this Agreement.

c. **Choice of Law.** The laws of the State of Mississippi shall govern this Agreement.

d. **Invalidity.** If any portion of this Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives and is effective as of the date first written above

The City of Diamondhead, MS

By: _____
Clovis Reed
City Manager

Date: _____

Levanway & Associates, PLLC

By: _____
Scott Levanway
Member

Date: _____

Agenda Item 2015-166

CITY OF DIAMONDHEAD, MISSISSIPPI
www.diamondhead.ms.gov
5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228.222.4626
Fax: 228.222.4390

November 12, 2015

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

RE: Traffic Study (STP-0023-00(050)LPA/ 107130-711000

Attached for your review and approval is Invoice No. 2 in the amount of $5,308.88 to Pickering Firm, Inc. for professional services relating to the traffic study. This payment is part of the MDOT grant received for the traffic study and covers the period ending October 31, 2015 bringing the total paid to date at 14% of the estimated overall project cost.

Thank you for your approval and consideration in this matter.

Sincerely,

Clovis Reed
City Manager

CR:jk

attachment

Pickering

Service and Good Work…
Our Foundation, Our Future
Since 1946

November 6, 2015

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

Re: City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA
Pickering Project No. 24494.01
Hancock County

Dear Clovis:

Submitted herewith are five (5) original engineering estimates for the period ending October 31, 2015 on the above captioned project. The total billing to date reflects approximately 14% of the estimated fee for the project. Please sign where required and forward all five (5) originals to MDOT for further processing and reimbursement.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Rick Ferguson

Richard C. Ferguson, P.E.
PRINCIPAL

pc: File (w/print)

Enclosures

Diamondhead Traffic Study

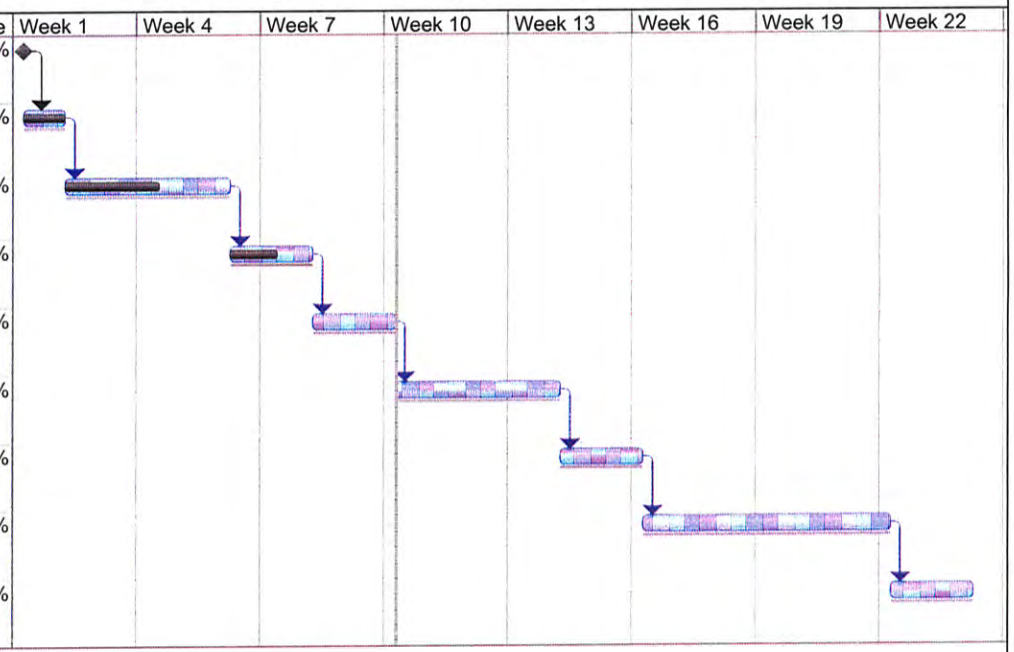
Project Status

November 10, 2015

From the project Kickoff Meeting on September 30, 2015, a scope has been created of the study area. Turning movements have been collected in the field and existing geometry has been determined within the study scope. We are in the processes of building an existing traffic model to determine the existing Level of Service (LOS) for each of the study intersections which includes the peak hour traffic along with existing geometry. Additionally, we are continuing to create figures to display the existing traffic data.

CITY OF DIAMONDHEAD
TRAFFIC CIRCULATION STUDY
PROJECT NO. STP-0023-00(050)LPA/107130-711000
HANCOCK COUNTY

ID	Task Name	Duration	% Complete
1	Notice To Proceed	0 wks	100%
2	Task 1.0 - Obtain Traffic Data	1 wk	100%
3	Task 2.0 - Evaluate Existing Operations	4 wks	60%
4	Task 3.0 - Evaluate Base Year Model	2 wks	60%
5	Task 4.0 - Develop Future Year Model	2 wks	0%
6	Task 5.0 - Evaluate Future Operations	4 wks	0%
7	Task 6.01 - Draft Report	2 wks	0%
8	Task 6.02 - MDOT Review	6 wks	0%
9	Task 6.03 - Final Report	2 wks	0%



Pickering

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External MileTask
Split

PRELIMINARY ENGINEERING CSU-001 For LPA's

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PRELIMINARY ENGINEERING ESTIMATE - RECAP SHEET

P.O. No. 3941

Vendor Number 3100027173 0
Project No. STP-0023-00(050)LPA/ 107130-711000 County Hancock
In Account With City of Diamondhead, 5000 Diamondhead Circle, Diamondhead, MS 39525
Contract Number: CS00004393
Est. No. 2 (Progress Estimate / Final) Period October 1, 2015 Thru October 31, 2015

Invoice Number : 77817
Sheet No. 1 Of 1
Document No.

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	1	080125	115	1612	107130 711000	1	$5,308.88	$3,427.45	$8,736.33
Total							$5,308.88	$3,427.45	$8,736.33
Total All Work Due							$5,308.88	$3,427.45	$8,736.33
Total Net Work Due							$5,308.88	$3,427.45	$8,736.33

Invoice Submitted
Original Signed
Pickering Firm, Inc.
Rick Ferguson
Project Manager (Consultant)

LPA Official
City of Diamondhead

MDOT Planning Division
Jeff Ely, P.E.

Director of CSU - Scot Ehrgott

Current Termination Date of Contract: **6-30-2016**

(*** No Work is reimbursable after the termination date has been exceeded***)

Maximum Amount Allowed for Project (Total Net Work Due): **$61,851.81**

AMOUNT OF PAYMENT FOR ALL ESTIMATES SHOULD BE TO THE NEAREST CENTS ($0.00)

% Matching Funds Deduction for LPA **20.00000%**	1	080125	115	1612	107130 711000	1	($1,061.78)	($685.49)	($1,747.27)
TOTAL Net Amount Owed to the LPA							$4,247.10	$2,741.96	$6,989.06

Pickering

INVOICE

Pickering Firm, Inc.
Facility Design ● Civil Engineering ● Surveying ●
Transportation ● Natural / Water Resources
2001 Airport Road, Suite 201, Flowood, MS 39232
PH 601.956.3553 FAX 601.956.7817 www.pickeringfirm.com

November 06, 2015
Project No: 24494.01
Invoice No: 0077817

City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

City of Diamondhead Traffic Study
Project No. STP-0023-00(050)LPA/107130-711000
Hancock County

Client Contact: Clovis Reed, City Manager

Professional Services from October 01, 2015 to October 31, 2015

Professional Personnel

	Hours	Rate	Amount	
SENIOR ENGINEER				
Ferguson, Richard	2.00	39.44	78.88	
Ferguson, Richard	1.00	41.91	41.91	
Ferguson, Richard	1.00	45.72	45.72	
ENGINEER				
Warkentin, Matthew	1.00	26.04	26.04	
Warkentin, Matthew	22.50	27.78	625.05	
Warkentin, Matthew	12.00	31.25	375.00	
PROFESSIONAL INTERN				
McCormick, William	23.50	21.88	514.18	
Totals	63.00		1,706.78	
	2.7772 times	**1,706.78**	**4,740.07**	
	1.12 times	**4,740.07**	**5,308.88**	
Total Labor				**5,308.88**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	5,308.88	3,427.45	8,736.33	
Limit			61,851.81	
Remaining			53,115.48	
		Total this Invoice		**$5,308.88**

Outstanding Invoices

Number	Date	Balance
0077639	10/13/2015	3,427.45
Total		**3,427.45**

NEW REMITTANCE ADDRESS: 6777 LENOX CENTER COURT, SUITE 300, MEMPHIS, TN 38115

PAYMENT DUE ON RECEIPT

Billing Backup

Friday, November 06, 2015
10:04:24 AM

Pickering Invoice 0077817 Dated 11/6/2015

Professional Personnel

			Hours	Rate	Amount	
SENIOR ENGINEER						
01908	Ferguson, Richard	10/1/2015	2.00	39.44	78.88	
01908	Ferguson, Richard	10/13/2015	1.00	41.91	41.91	
01908	Ferguson, Richard	10/26/2015	1.00	45.72	45.72	
ENGINEER						
02036	Warkentin, Matthew	10/1/2015	1.00	26.04	26.04	
02036	Warkentin, Matthew	10/5/2015	1.00	31.25	31.25	
02036	Warkentin, Matthew	10/6/2015	2.00	31.25	62.50	
02036	Warkentin, Matthew	10/7/2015	4.00	31.25	125.00	
02036	Warkentin, Matthew	10/9/2015	5.00	31.25	156.25	
02036	Warkentin, Matthew	10/13/2015	1.00	27.78	27.78	
02036	Warkentin, Matthew	10/14/2015	6.00	27.78	166.68	
02036	Warkentin, Matthew	10/15/2015	8.50	27.78	236.13	
02036	Warkentin, Matthew	10/16/2015	7.00	27.78	194.46	
PROFESSIONAL INTERN						
02057	McCormick, William	10/8/2015	6.00	21.88	131.28	
02057	McCormick, William	10/9/2015	8.50	21.88	185.98	
02057	McCormick, William	10/12/2015	9.00	21.88	196.92	
	Totals		63.00		1,706.78	
			2.7772 times	**1,706.78**	**4,740.07**	
			1.12 times	**4,740.07**	**5,308.88**	
	Total Labor					**5,308.88**
				Total the Project		**$5,308.88**
				Total this Report		**$5,308.88**

Agenda Item 2015-167

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

INTERLOCAL COOPERATION AGREEMENT BETWEEN HANCOCK COUNTY AND THE CITY OF DIAMONDHEAD FOR POLICE PROTECTION SERVICES AND OTHER PURPOSES THROUGH DECEMBER 31, 2017

WHEREAS, the City of Diamondhead and the Board of Supervisors of Hancock County, Mississippi, desire to continue to work together to combine governmental activities in the City of Diamondhead in a cost effective manner which we believe will result in substantial savings to the taxpayers of the City of Diamondhead and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Diamondhead, through its governing authority, and Hancock County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by § 17-13-1 and § 17-17-5, et. seq., Mississippi Code of 1972, Annotated; and

WHEREAS, the purpose of this Agreement is to provide that Hancock County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of Diamondhead, as more specifically set forth herein, upon payment of certain fees from the City of Diamondhead unto the County of Hancock under the terms and conditions set forth in this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Hancock County, Mississippi, and the City of Diamondhead, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the City of Diamondhead.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DIAMONDHEAD, by and through its Mayor and City Council (hereinafter referred to as the "CITY"), and HANCOCK COUNTY, MISSISSIPPI, by and through its Board of Supervisors (hereinafter referred to as the "COUNTY"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized by § 17-13-7(1), Mississippi Code of 1972, Annotated, and subject to the approval of the Attorney General of the State of Mississippi; the CITY and the COUNTY agree as follows, to-wit:

SECTION 1: ADMINISTRATION

This Agreement will be administered in accordance with the terms and conditions set forth herein by the City Manager of the City of Diamondhead, under the direction of its Mayor and Council Members, and the County Administrator of Hancock County, Mississippi, under the direction of the Board of Supervisors of Hancock County, Mississippi.

SECTION 2: LAW ENFORCEMENT SERVICES

The COUNTY and the CITY recognize that under Section 135 of the Mississippi Constitution and 19-25-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the unincorporated areas and in the incorporated areas. The County and the City agree that by the execution of this Agreement, the Sheriff shall likewise exercise that authority granted to the City under § 21-21-1, et. seq., Mississippi Code of 1972, Annotated, as Amended, and shall act as the chief law enforcement officer on behalf of the City pursuant to his powers as Sheriff and pursuant to the authority herein placed upon him by the City by virtue of said statute.

The County and the City have agreed that pursuant to the foregoing constitutional and statutory authority, all law enforcement services needed as necessary in the City shall be provided by the County through the Sheriff of Hancock County and his deputies. There shall be created a division of the Hancock County Sheriff's Office which shall be known as and call the City of Diamondhead Division of the Hancock County Sheriff's Office. A sufficient number of deputies who shall serve in their joint capacity as Deputy Sheriffs of Hancock County and as the law enforcement officers of the City of Diamondhead shall be provided to perform the services in and for the City, hereinafter set forth, and said deputies and their patrol cars and/or vehicles and uniforms shall bear district markings indicating that they are members of the City of Diamondhead Division of the Hancock County Sheriff's Department. The Sheriff shall meet with the City Manager or Mayor of Diamondhead at least once every two months to discuss law enforcement operations within the City of Diamondhead. The area agreed to for the purposes of this law enforcement services agreement is described as all lands within the City of Diamondhead corporate limits which is identified in Exhibit 1, as attached. The services to be produced by the County in and for the City under this Agreement shall include, but are not limited to, the following:

(1) The County, acting through its Sheriff's office, shall pick up and transport animals subject to City and County ordinances, to the appropriate shelters per occurrence at the hourly rate herein designated for part-time deputies. (19-5-50 and 21-19-9, Mississippi Code of 1972, Annotated, as Amended).

(2) The County, acting through its Sheriff's office, shall provide regular patrols within the City in accordance with normal scheduling of patrol officers adequate to cover the City.

(3) The County, acting through its Sheriff's Office, shall provide investigative services as necessary to prepare cases for Court presentation and to discover violators of the Laws of the City, the County and State.

(4) The County, acting through its Sheriff's Office shall provide for all emergency dispatch services. (19-5-301, et. seq., Mississippi Code of 1972, Annotated, as Amended).

(5) The County, acting through its Sheriff's Office, shall provide housing of City prisoners for the City at a fee of Twenty Dollars ($20.00) per City prisoner per day, and the City shall be liable for the cost of any medical services which may be provided so long as the inmate shall remain a City prisoner.

(6) The County, acting through its Sheriff's Office, shall maintain weapons and ammunition purchased by and for the use of the Deputies assigned to the Diamondhead Division of the Hancock County Sheriff's in the Hancock County Armory located at the Sheriff's Office. Those items will be owned by and kept on the inventory of the City of Diamondhead. The weapons and ammunition will be segregated within the Armory to allow accurate inventory control, assignment and use by the Deputies assigned to the Diamondhead Division.

(7) The County, acting through its Sheriff's Office Diamondhead Division, shall provide for service of process for all criminal summons to persons residing within the City and County. All assets forfeited by the Sheriff's Office Diamondhead Division within the Diamondhead city limits shall become the property of the City.

(8) All fines and forfeitures collected by either the Municipal Court of the City, when established, or the Justice Court, County Court of Circuit Court of the County shall be retained by the respective Courts in accordance with the law as it now exists.

(9) The Sheriff of the County shall furnish to the City Manager of the City, on or before the tenth (10th) day of each month, an written activity report of the City of the Diamondhead Division of the Hancock County Sheriff's Office which shall set forth arrests, officers assigned to duty, any incidents which may have occurred and any other general information which will be helpful to the City and the County in determining the operation of law enforcement. These reports shall be retained by the respective offices to whom they are furnished and permanently filed in said offices in order to preserve a record of the law enforcement activities conducted under this Agreement.

(10) The Sheriff of the County, when available, will supplement regular law enforcement officers for the City of Diamondhead with Hancock County Sheriff's Office Auxiliary in any special events within the City of Diamondhead if so requested. Any additional cost for the use of supplemental law enforcement officers will be reimbursed by the City of Diamondhead.

(11) In the event an officer or officers of the City of Diamondhead are unable to perform their duties, the Sheriff shall provide supplemental officers. If the Sheriff cannot provide for the number of officers identified in this agreement, the Sheriff shall notify the City Manager or Mayor within Twenty-Four (24) hours of manpower shortage. The Sheriff's Office shall, on the next invoice to the City provide the number of shortages along with the date(s) and hours short. The Sheriff shall reduce the amount due for law enforcement services in the amount of the salary plus benefits of the position for this invoice period. The City of Diamondhead will be responsible for reimbursing the Hancock County Sheriff's Office for salaries of said supplemental officers should the number of supplemental officers exceed the number of officers provided in this agreement.

(12) Under the Fair Labor Standards Wage and Hour Laws, the City of Diamondhead will be responsible for reimbursing Hancock County Sheriff's Department for any and all Overtime pay for regular law enforcement or supplemental officers including County and State Holiday pay.

(13) Sheriff Deputies assigned to the City of Diamondhead shall have completed any and all required law enforcement training for Municipal Police Officer according to their rank and duties. At least one Deputy on duty shall be licensed and/or a certified to administer field sobriety test and breathalyzers in cases of Driving Under the Influence. The law enforcement training and background of any Deputy assigned to the City of Diamondhead shall be provided upon request. In the event a new Deputy is assigned to the City of Diamondhead division, the City shall be giving forty-eight (48) hours prior notice, unless such notice cannot be given due to unforeseen circumstances, of the change in assignment utilizing the Deputy Change Form identified as Exhibit 3.

(14) Sheriff Deputies assigned to the City of Diamondhead, being fully commissioned deputies of the Hancock County Sheriff's Office and being fully commissioned as (City of Diamondhead) Municipal Police Officers and acting as Municipal Police officers shall have full authority to operate and use radar inside the corporate limits of the municipality (City of Diamondhead) as allowed by the Official Mississippi Attorney General's Opinion dated March 6, 1991, in response to a request by the City of D'Iberville's City Attorney Roland Skinner, regarding the authority of Sheriff's Deputies working under an Interlocal Agreement (City of D'Iberville and Harrison County Sheriff's Office). Exhibit 4, attached.

SECTION 3: GENERAL PROVISIONS RELATING TO LAW ENFORCEMENT

(a) The City shall furnish a clerk and bailiff to its Municipal Court at its own expense. If the City desires, the Sheriff of the County may commission said bailiff in the same manner as the other officers are commissioned hereunder.

(b) The County shall furnish the officers to serve the Municipal Court of the City in the manner of the arrest and prosecution of crimes, judgment nisi or any other process which may issue from the Municipal Court of the City, and an officer shall be present when required by said Court as a witness or to any way assist with the proceedings of the Municipal Court of the City in accordance with § 17-13-9(3)(b) of the Mississippi Code of 1972, Annotated, as Amended.

(c) It is mutually agreed and understood by the County and City that the purpose of these provisions relating to law enforcement is to effect the joint and several enforcement of all the penal laws of the County and State, as well as penal laws which are misdemeanors made a violation of a City ordinance by operation of the provisions of § 21-13-9 of the Mississippi Code of 1972, Annotated, as allowed by § 17-13-9 of the Mississippi Code of 1972, Annotated, as Amended.

(d) The City provide vehicles necessary to patrol the City of Diamondhead. These vehicles shall bear the marking "CITY OF DIAMONDHEAD" and services only the City of Diamondhead. The City of Diamondhead will be responsible for all maintenance and repairs to all City vehicles. Any damage caused by Sheriff's officers due to the officers negligence and not covered by City insurance shall be repaired at the Sheriff's expense.

(e) It is agreed and understood that the City is to obtain liability insurance coverage for personnel of the Hancock County Sheriff's Office, naming Hancock County and the Sheriff of Hancock County as named insured and that these efforts will include coverage of personnel serving the City pursuant to this Agreement. It is further agreed and understood that any litigation arising out of the result of the matters set forth in this Interlocal Agreement shall be handled by the attorney for the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter arising out of the subject of this Interlocal Agreement.

(f) It is specifically herein understood that the law enforcement personnel provided by the County under this Agreement shall be given authority to enforce Municipal City Ordinances by the City.

SECTION 4: COST OF LAW ENFORCEMENT SERVICES

The City shall pay unto the County an amount equaling the cost for all law enforcement services to be rendered under this Agreement, for a term extending until the 31st day of December, 2017. The total sum of $1,167,078.28 shall be paid for a period of 24 months beginning January 1st, 2016 through December 31st, 2017, shall be paid in monthly installments of $48,628.26, due and payable by the 15th day of each month. The Sheriff shall invoice the City by the 5th day of each month utilizing the invoice which is identified as Exhibit 2. The sum consists of the following:

a) Beginning January 1, 2016, through December 31st, 2017, Ten (10) Direct Salaries, nine (9) deputies @ $32,198.40, each, totals $579,571.20, one (1) Supervisor $38,906.40 each, totals $77,812.80) and one (1) Investigator @ $38,012.00 each, totals $76,024.00, without fringe benefits.

$733,408.00

*Additional full time Deputies will be paid $32,198.40 plus benefits
*Part time Deputies shall be paid at the rate of $14.40 per hour, no benefits

b) Fringe benefits for the employees are as follows:

1.	FICA - 7.65%	$56,105.72
2.	Retirement - 15.75%	$115,511.76
3.	Workers' Compensation Insurance - 4.66%	$34,176.82
4.	Health Insurance - $10,358.00 per year per employee	$227,876.00
	Total Fringe Benefits	$433,670.30

c) January 1, 2016, Ten (10) Direct Salaries, (nine deputies, one Supervisor) and one (1) Investigator including fringe benefits $1,167,078.28

Monthly Cost **$48,628.26**

***** Hancock County reserves the right to increase the cost to the City for these services should the actual cost of the following benefits increase: Workers' Compensation insurance, health insurance, unemployment insurance or any other cost, including any salary increase approved by the Board of Supervisors and charged to Hancock County as a result of the employment or any matter which is the subject of this Agreement. The City of Diamondhead reserves the right to increase the number of the full-time officers provided by Hancock County, and that under such a demand the City of Diamondhead shall be responsible for any additional cost incurred. Any full-time officer who has completed one year of service to the City will receive a stipend of Three Thousand and 00/100 ($3,000.00) paid pro-rata monthly directly to the employee from the City. Said stipend is not intended to be a salary from the City and will not be subject to any withholdings, health benefits, or retirement benefits. Concerning that stipend, the City will bear all responsibility for any tax, benefit or other consequences stemming from those stipends, and the City shall be responsible for those costs and expenses. The City of Diamondhead also herein agrees and contracts that it will pay in addition to the salaries set forth above, additional costs for holiday pay and overtime for any of the employees or services listed above upon receipt of a detailed invoice for same. Furthermore, the City herein contracts and agrees that it will provide for all office supplies for the City of Diamondhead Police Station.**

SECTION 5: THE TOTAL COST TO CITY OF DIAMONDHEAD

GENERAL LAW ENFORCEMENT

TERM OF CONTRACT-24 MONTHS	MINIMUM MONTHLY
$1,167,078.28	$48,628.26

SECTION 6: FINANCING

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying, or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds, therefore, no treasurer or disbursing officer need be identified.

SECTION 7: JOINT BOARD PROVISIONS

The terms and provisions of this Agreement do not require the establishment of a joint Board.

SECTION 8: TITLE TO REAL AND PERSONAL PROPERTY

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is not vested. All real and personal property owned by Diamondhead, or purchased by the City of Diamondhead pursuant to this Agreement shall remain the property of the City of Diamondhead; all real and personal property owned or purchased by Hancock County pursuant to this Agreement shall remain the property of Hancock County upon the termination of this Agreement.

SECTION 9: ACQUISITION OF PROPERTY

No additional real or personal property is to be acquired, held or disposed of in this joint or cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION 10: CITY OF DIAMONDHEAD SHALL MAINTAIN LIABILITY INSURANCE

The City of Diamondhead and the County herein agree that it shall be the responsibility of the City of Diamondhead to maintain its own general premises and liability insurance, public official insurance and Sheriff's Liability or Police Protection insurance on any matters pertaining to this Agreement, including but not limited to, all law enforcement services. The City of Dia-

mondhead will name Hancock County, Mississippi, and the Sheriff of Hancock County as named insureds on the policy or policies, and will maintain a limit of liability no less than $1,000,000.00. It is further agreed and understood that any litigation arising out of the matters set forth in this Interlocal Agreement shall be handled by the attorney for the Hancock County Board of Supervisors and the Sheriff of Hancock County. The City of Diamondhead shall secure the Agreement of its insurance carrier for the hiring of the respective attorneys of Hancock County and the Sheriff for any matter which falls within the purview of this Interlocal Agreement. The City of Diamondhead herein promises and covenants to pay Hancock County, on demand, any sum spent or to be spent for litigation costs, attorney fees or the deductible or Self-Insured Risk Retention (SIR) required by any insurance company insuring Hancock County, arising out of any claim made against Hancock County, the Board of Supervisors, its employees, the Sheriff of Hancock County or its employees for any act performed pursuant to this Agreement. Any such sum shall be paid to Hancock County regardless of whether the City's insurance carrier withdraws coverage, dismisses the claim, or otherwise becomes insolvent. Such payments shall be paid within 90 days after the County or the Hancock County Sheriff submits a request for payment with the supporting documentation. This payment provision shall survive the termination of this Agreement to include any claims and lawsuits arising out of services the County has provided in this Agreement. The parties agree and acknowledge that this payment provision is part of the consideration and cost of this contract and is not indemnification.

SECTION 11: SEVERABILITY

If any part, term, or provision of this Agreement ever be held illegal, unenforceable, or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION 12: TERM OF AGREEMENT

This Agreement shall become active as of January 1, 2016, when approved by the Attorney General for the State of Mississippi, and filed with the State Auditor and Secretary of State, and shall expire on the 31st day of December 2017. This Agreement may be terminated by the mutual agreement of the parties, upon 60 days written notice to the President of the Board of Supervisors and Mayor of the City.

SECTION 13: AMENDMENT

This Agreement may be amended upon the written agreement of both parties, provided such amendment is approved by the Attorney General of the State of Mississippi, pursuant to Mississippi Code of 1972, Annotated § 17-13-1, et. seq., as amended.

SECTION 14: APPROVAL BY ATTORNEY GENERAL

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by law. Should the attorney General fail to approve any section of the services listed herein, the governing authorities of the City and of the County will be required to adopt a newly drafted agreement, unless otherwise stated by the Attorney General.

The Clerks of the City and Board of Supervisors shall spread this Agreement upon the minutes of the respective governing authorities and shall, upon receipt of the approval or rejec-

tion of said Attorney General, spread said approval or rejection upon the minutes, nothing in the minute book where the Attorney General's approval or disapproval may be found. The Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary for State.

SECTION 15: JOINDER AGREEMENT BY SHERIFF OF HANCOCK COUNTY

The City and the County recognize that the services provided herein require the approval and cooperation of the Sheriff of Hancock County, who, while independently operating within the County, nevertheless is budgeted by the Hancock County Board of Supervisors, and his activities are necessarily governed by the extent and purposes of the budget approval by the Hancock County Board of Supervisors. Therefore, the Sheriff of Hancock County has been fully advised and has cooperated in the formulation of this Agreement and joins herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent action.

SECTION 16: EXCLUSIONS

Any matters or activities performed in accordance with or pursuant to the Interlocal Agreements or other Contracts involving the South Mississippi Regional Response Team for Weapons of Mass Destruction do not fall within the purview of this Interlocal Governmental Cooperation Agreement.

END OF AGREEMENT

IN WITNESS WHEREOF, I TOMMY SCHAFER, MAYOR OF THE CITY OF DIAMONDHEAD, the officer duly authorized to the premises by Resolution of the City of Council of the City attached hereto, do hereby set and subscribe my signature on behalf of the City to the foregoing Interlocal Governmental Cooperation Agreement between Hancock County, Mississippi and the City.

WITNESS MY SIGNATURE this, the ____ day of _____, 2015.

_____
Mayor, City of Diamondhead

ATTESTED:

_____
City Clerk

I HAVE APPROVED THIS INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AS TO FORM:

_____
Attorney for the City of Diamondhead

IN WITNESS WHEREOF, WE, THE BOARD OF SUPERVISORS OF HANCOCK COUNTY, MISSISSIPPI, do hereby set and subscribe our signatures to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Hancock County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2015.

HANCOCK COUNTY BOARD OF SUPERVISORS

_____
Sheriff of Hancock County, Mississippi

_____
Attorney for Hancock County, Mississippi

_____
Supervisor, District 1

_____
Supervisor, District 2

_____
Supervisor, District 3

_____
Supervisor, District 4

_____
Supervisor, District 5

ATTEST:

_____