

PASCAGOULA CITY COUNCIL
Regular Meeting –Tuesday, October 1, 2013, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Jackson

PLEDGE OF ALLEGIANCE: Councilman Tipton

ADDRESS THE COUNCIL:

- A. Domestic Violence Awareness Month Proclamation – present to Stacey Myers, Director of Adrienne’s House-Gulf Coast Women’s Center for Nonviolence
- B. Myya Robinson re: Alcohol Permit Application
- C. Pascagoula Recreation Commission re: 2012 Comprehensive Parks and Recreation Master Plan
- D. Michele Moore with Jimmy Gouras Urban Planning Consultants, Inc. re: Grant Administration Duties

CONSENT AGENDA:*

- E. Minutes of recessed regular Council meetings of September 17, 18 & 24, 2013
Recommended Action: adopt and approve minutes of Council meetings of September 17, 18 & 24, 2013.
- F. Minutes of Main Street Board meetings of July 15 and August 5, 2013
Recommended Action: acknowledge receipt of minutes
- G. Minutes of Strategic Plan Steering Committee meeting of August 15, 2013
Recommended Action: acknowledge receipt of minutes
- H. Minutes of Pascagoula Redevelopment Authority meeting of August 8, 2013
Recommended Action: acknowledge receipt of minutes
- I. Krebs Cemetery Tour committee requests permission to place a sign on the North and South sides of Hwy 90 in the grassy area to advertise the upcoming cemetery tour on October 30, 2013.
Recommended Action: approve request for sign placement
- J. Request to put out Haunted House signs (political size) for two weeks prior to the event at various intersections and public locations. The Haunted House is hosted by the Parks & Recreation Department at the Pascagoula Recreation Center from October 19, 20, 26, 27 & 31, 2013, from 7-10 pm
Recommended Action: approve request for sign placement

- K. Amend Pest Control Service Agreement with Ol' Magnolia Pest Control
Recommended Action: approve amendment to Pest Control Services Agreement with Ol' Magnolia Pest Control – Add two (2) pods (Operations – Building A & Code Enforcement – Building B) for an additional fee of \$12.50 per month. This will increase the monthly service fee to \$200.00 per month. Original monthly fee is \$187.50 per month. Authorize the City Manager to execute related documents.
- L. Extend Annual Bid #323 – Portable Restrooms
Recommended Action: approval to extend Annual Bid #323 – Portable Restrooms with United Site Services. Prices are re (1-7 units) 1x week - \$50.00, (1-7 units) 2x week - \$85.00, (2-10 units) per day \$47.00, (2-10 units) per 2 days - \$69.00, (2-10 units) per 3 days \$91.00, (2-10 units) per 4 days-\$113.00, plus \$3.00 location charge. Contract dates are September 19, 2013 through September 18, 2014.
- M. Vehicle Maintenance & Repair Service Agreement with Bob's Garage and Body Shop
Recommended Action: approval and award Bob's Garage and Body Shop the Vehicle Maintenance & Repair Service Agreement of one (1) year beginning 10/02/13 – 10/01/14 with a one (1) year renewal option with rates as defined in the agreement. Authorize the City Manager to execute documents.
- N. Depot Facility Agreement
Recommended Action: approve agreement between City of Pascagoula and the Singing River Art Association for use of the Depot and authorize the Main Street Director to execute document. Agreement dates are for one (1) year beginning 10/15/13 – 10/14/14.
- O. Amendment No. 1 with Diamond Heating & Cooling Services, Inc. for HVAC Maintenance Agreement
Recommended Action: approve Amendment No. 1 to remove Operations Trailer and add two (2) pods (Operations – Building A & Code Enforcement – Building B) at no additional cost. Authorize City Manager to execute documents.
- P. Order for Public Inspection of 2013-2014 Motor Vehicle Assessment Schedule
Recommended Action: adopt Order
- Q. Pascagoula River Environmental Trail Mississippi Power Lighting Proposal
Recommended Action: approve and authorize the City Manager to execute documents associated with the Mississippi Power Lighting Proposal for the Pascagoula River Environmental Trail. The upfront costs will be paid for by Community Development Block Grant (CDBG) funding.
- R. Neighbors Helping Neighbors Grant Application – October 11, 2013, Funding Cycle
Recommended Action: approve and authorize the City Manager to execute documents related to the Neighbors Helping Neighbors Grant application that requests \$2,400.00 for a Utility Box Art Installation. There is no match associated with this grant.

- S. Hospital Road Improvements Project Real Estate Services Contract
Recommended Action: approve Real Estate Services Contract with Brown, Mitchell & Alexander, Inc. for the Hospital Road Improvements Projects and authorize the City Manager to sign letter and related documents. This is all contingent on MDOT concurrence.
- T. Change Order No. 10 and Associated Pay Application for the Riverfront MDA/CDBG Project
Recommended Action: approve Change Order No. 10 for an addition of \$110,170.00 and 245 days to incorporate identified work to date associated with Work Change Directive 1. The work change directive and associated cost estimates have been approved by Council previously, most recently on 5/21/13. This work has been reviewed by MDA and the approach deemed appropriate. The grant contains sufficient funds to cover this change. Authorize the City Manager to execute associated documents.
- U. Amendment No. 1 with Jimmy Gouras Urban Planning Consultants, Inc. for Front Street Connection/Riverfront Project
Recommended Action: approve Amendment No.1 with Jimmy Gouras Urban Planning Consultants, Inc., relating to Project #R-103-290-01-KCR to extend services for a period not to exceed another 12 months at a monthly rate of \$2,300.00 per month. Authorize the Mayor to execute related documents.
- V. Change Order No. 1 for Lowry Island Revitalization Project Phase 1 – Pier Restoration
Recommended Action: approve Change Order No. 1 for Lowry Island Revitalization Project Phase 1 – Pier Restoration in the amount of \$15,372.16, which is an increase in the contract amount for a total project cost of \$123,105.96. Authorize the City Manager to execute related documents.
- W. Resolution Authorizing Mutual Aid to the City of Gautier
Recommended Action: approve and adopt Resolution authorizing the City Manager to make available to the City of Gautier a bucket truck to be used for a period not to exceed 48 hours. Mutual Aid of this type is authorized pursuant to House Bill 35 approved by the Governor on March 27, 2002.
- X. Authorization for Council to attend the MML Small Town Conference in Tunica, MS, on November 21-22, 2013
Recommended Action: approve registration fees and travel expenses for Council to attend MML Small Town Conference.
- Y. Consolidation of current City of Pascagoula Employee Health Care Plan and approved Amendments 1-19 for the purpose of printing a new Plan Document booklet. The cost of which will be borne by the Third Party Administrator, Lockard & Williams Insurance Services, Inc.
Recommended Action: approve the consolidation of the current Group Health Plan Document and approved Plan Amendments 1-19 and authorize the City Manager to execute related documents.

- Z. Consider payment of \$3,000.00 for postage funds for the direct debit/postage on call meter setting service with Neo-Post.
Recommended Action: approve \$3,000.00 for postage funds to City Hall. The postage payment is handled through an electronic funds transfer (EFT) instead of the docket of claims.
- AA. Amendment No. 1 to Hospital Road Improvements Project Consultant Agreement
Recommended Action: approve and authorize City Manager to sign Amendment No. 1 to the Hospital Road Improvements Project Professional Services Agreement with Brown, Mitchell and Alexander, Inc. This amendment adds services required for a Cultural Resources Survey and removes the Right-of-Way Acquisition Services which are proposed in a separate Right-of-Way MDOT contract. The amendment results in a contract amount reduction of \$55,500.00
- BB. Beachfront Promenade CDBG-EDI Request Release of Funds
Recommended Action: approve and authorize the Mayor to execute the Request of Funds for the Community Development Block Grant (CDBG) – Economic Development Initiative Grant. The grant amount is \$500,000.00

CITY ATTORNEY

- CC. Order Clarifying Right-of-Way Limits for Petit Bois Street
Recommended Action: adopt Order

PARKS & RECREATIONS

- DD. Recreation Commission Appointment
Recommended Action: appoint new member of the Recreation Commission

DOCKET OF CLAIMS

- EE. Order for Docket of Claims

EXECUTIVE SESSION – Prospective Litigation

RECESS OR ADJOURN

** Consent Agenda – All matters listed under Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*



AGENDA ITEM REQUEST FORM

Meeting Date: 10/1/2013

Submitting Department or Individual: City Manager

Contact Name: _____

Phone: _____

Agenda Topic: Domestic Violence Awareness Month Proclamation

Attach additional information as necessary

Action Requested:

Present proclamation to Stacey Myers, Director of Adrienne's House-Gulf Coast Women's Center for Nonviolence

| | | | | |
|---------------------------------------|------------------------------|-----------------------------|---------------------------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Utility Fund | |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Grant | |
| | | | <input type="checkbox"/> Other | |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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PROCLAMATION

WHEREAS, violence against women and children continues to become more prevalent as a social problem attributable to the imbalance of power due to gender and age; and

WHEREAS, the problem of domestic violence is not confined to any group or groups of people but crosses all economic, racial, and societal barriers; and

WHEREAS, domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and abuse; and

WHEREAS, it is fitting to set aside a special time to bring this issue to the attention of all citizens so that they can become better informed and involved in programs to eliminate this problem from our society; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting women, men and children and society as a whole;

NOW, THEREFORE, I, Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby proclaim the month of October, 2013 as

DOMESTIC VIOLENCE AWARENESS MONTH

and encourage our citizens to observe this Month by joining friends, fellow employees and school, religious, and civic groups in projects that will benefit our community in the fight to stop domestic violence.

Harry J. Blevins
Mayor



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Clerk

Contact Name: Myya Robinson

Phone: _____

Agenda Topic: Alcohol Permit Application Request for Saturday, October 26, 2013, from 6:00 pm till 9:00 pm at the Senior Center for a Surprise 60th Wedding Anniversary Gala

Attach additional information as necessary

Action Requested:
Approval of application

| | | | | | |
|---------------------------------------|------------------------------|--|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

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APPLICATION FOR THE SALE, CONSUMPTION OR POSSESSION
OF ALCOHOL ON CITY PROPERTY

1. Full name of applicant Myya Robinson
2. Physical address of applicant 1005 Krebs Ave., Pascagoula
3. If the applicant is an organization then provide the following information:
 - a. Name, address and telephone number of each principal of the organization.

 - b. Name, address and telephone number of the person who will be presenting the application on behalf of the organization.

4. Location of event for which the permit is being requested.
Pascagoula Senior Center
5. Date and times for which the permit is being requested.
Saturday Oct. 26th 6-9
6. Nature of event to be staged at the location.
Surprise 60th Wedding Anniversary Gala
7. Person or parties responsible for the sale or distribution of alcoholic beverages at the proposed event.
Name: Myya Robinson
Address: 1005 Krebs Ave. Pascagoula
Physical Address: 1005 Krebs Ave.
Telephone Number: (228) 223-1983
8. If it is anticipated that alcoholic beverages will be sold at the event, then attach to this application copies of the ABC permits of the persons or parties who will be selling the alcoholic beverages. If copies of such permits are not presently available, please provide an explanation in the space below. Copies of ABC permits must be filed with the City Clerk prior to the issuance of any permit for the sale, consumption or use of alcohol on City property.

9. Number of people expected to attend the event. 120

Exhibit A

10. Names, addresses and telephone numbers of persons responsible for post-event cleanup.

Myra Robinson (228) 223-1983
1005 Krebs Ave.
Pascagoula, MS 39567

The applicant certifies that he/she is over the age of 21 and that he/she has been provided with and has read all of the rules and regulations pertaining to the sale, consumption or possession of alcoholic beverages on City property and fully understands the same and agrees to be bound thereby. Applicant further certifies that he/she is authorized by Cox family (name of organization) to make this application and to bind the organization to the observance of the rules and regulations set forth by the City Council for the sale, consumption and possession of alcoholic beverages, and/or the use of the premises in question. The applicant further understands that there shall be no sale of alcoholic beverages at the event to any minors or to any persons who are obviously intoxicated and no sales of alcoholic beverages shall be allowed after 12:00 midnight. The applicant further acknowledges that a violation of any of the aforesaid rules and regulations shall result in the immediate revocation of any permit issued by the City Council and the cancelation of any right to host the event at the designated location. The applicant further acknowledges that he/she has full and complete authority to execute the waiver and hold harmless agreement submitted on the even date herewith to the applicant.

Witness my signature on the 24th day of September, 2013

Myra Robinson

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WAIVER AND HOLD HARMLESS AGREEMENT

Personally came and appeared before me the undersigned notary public in and for the jurisdiction aforesaid, Myya Robinson, who on his/her oath stated that he/she is over the age of 21 years and that he/she is acting in his/her individual capacity, or in a representative capacity on behalf of Myya Robinson and acknowledged that he/she has fully familiarized himself/herself with the rules and regulations promulgated by the City Council of the City of Pascagoula for the sale, consumption or possession of alcoholic beverages on City property and all other rules and regulations pertinent to the use of the premises in question, and agrees to be bound thereby for the duration of the event for which the application has been filed. The applicant further acknowledges that he/she, in his/her individual capacity, or as representative of Cox / Robinson Family (name of organization) waives any and all claims against the City of Pascagoula for damages, injuries to person or property, or causes of action that may arise as a result of the applicant's use of the City property in question during the period of the event. The applicant, in his/her individual capacity, or as representative of Cox / Robinson Family (name of organization), further agrees to indemnify and hold harmless the City of Pascagoula, its agents, servants and employees, from any and all claims, damages, causes of action, assessments, attorney fees, or litigation expenses of any type arising out of applicant's use of the premises during the period in question and at which time alcoholic beverages are being sold, consumed or possessed thereon by applicant's agents, servants, employees, invitees and guests.

Exhibit B

Witness the signature of the applicant on this the 24th day of September
2013.

Marya Kol
Applicant

Sworn to and subscribed before me on this the 24th day of September, 2013.

Brenda Jean Reed
Notary Public



**RULES AND REGULATIONS FOR THE SALE, CONSUMPTION
OR POSSESSION OF ALCOHOL ON CITY PROPERTY**

On December 8, 2010, the City Council for the City of Pascagoula amended Section 58-62 of the Code of Ordinances which theretofore had prohibited the sale, consumption or possession of alcoholic beverages on City property. Pursuant to the amendment to the aforesaid section, the City Council has reserved unto itself the right to issue permits for the sale, consumption or possession of alcoholic beverages on City property on a case-by-case basis. Permits may be issued to individuals, or to organizations, subject to the following rules and regulations:

1. No permits will be issued to any individuals or organizations (applicants) for the sale or consumption of alcoholic beverages on any youth athletic field in the City of Pascagoula when any youth sport events are in session. No permits will be issued for the 12th Street softball fields and the Tucker Street baseball fields.
2. Applicants desiring a permit for the sale, consumption or possession of alcohol on any City property not listed hereinabove, shall complete an application in the form attached hereto as Exhibit A and incorporated into these rules by reference.
3. Any Applicant seeking a permit shall complete the aforesaid application and submit the same to the City Clerk in time for its presentation to the City Council not less than 30 days prior to the proposed event or activity. It is recommended that the Applicant submit the application to the Clerk 45 days prior to the event so that the Council presentation can be scheduled 30 days before the event.
4. Applicants shall appear in person before the City Council not less than 30 days prior to the proposed event in order to present the application and be heard on the request for the permit. Should the Applicant fail to appear at the Council meeting, the permit shall summarily be denied.
5. Permits, once issued by the City Council, shall not be transferrable to any third party unless specifically approved by the City Council.
6. Permits shall be for a specified period of time only and for a specific event or activity. No permits will be issued that will be open-ended, or not confined to a specific time period.
7. Applicants requesting a permit shall be required to execute a waiver of liability and a hold harmless agreement in favor of the City in the form attached hereto as

Exhibit B. The original of the waiver and hold harmless agreement shall be retained by the City Clerk and a copy shall be given to the Applicant.

8. The Applicant shall be required to hire off-duty law enforcement officers, or reserve officers, for security during the event. The number of security officers required shall be determined by the Police Chief, or his designee, and his determination on the issue of security shall be final.
9. Unless authorized by the City Council, anyone obtaining a permit shall not allow attendees at the event to bring alcohol onto the premises, or to take alcohol from the premises. The Applicant shall be responsible for furnishing sufficient waste containers for disposal of non-reusable alcohol containers. If a permit is issued for events to take place at Point Park, River Park, Beach Park, or on any athletic field, then in such event, no glass containers of alcohol shall be permitted at such locations. It shall be the responsibility of the Applicant to comply with all ABC regulations and all other ordinances or state laws affecting the sale and consumption of alcoholic beverages. Under no circumstances shall the Applicant allow the sale to, or consumption of, alcohol by obviously intoxicated individuals or minors.
10. In addition to the requirements specifically set forth in this policy, the Applicant must agree to abide by all rules and regulations currently in force and affecting the use of property belonging to the City.
11. Signs must be posted at all exits to and from the venue in question stating that no alcoholic beverages may be brought in or taken from that venue during the event.
12. Failure of the Applicant to abide by any of the rules and regulations set forth herein, or any other rules and regulations endorsed or enforced pursuant to the ordinances of the City, shall result in the immediate revocation of any permit granted by the City Council hereunder.
13. The Applicant, by his signature on the application, acknowledges having received a copy of these rules and regulations and further acknowledges his full and complete understanding thereof.
14. Upon the granting of a permit pursuant to these policies, the Applicant shall be required to deposit with the City Clerk the sum of \$500.00 to cover the costs of cleaning the premises. This sum shall be refunded to the Applicant only upon the recommendation of the City Manager, or his designee, after an inspection of the

premises to determine whether or not the same have been satisfactorily cleaned by the Applicant.

15. The City Council reserves the right to impose any other terms and conditions upon the Applicant that it deems necessary in order to protect the property of the City and the best interest and welfare of the citizens. The City Council also reserves the right to, from time to time, amend, waive enforcement, or otherwise suspend the application of one or more of these rules, as the need may arise. A waiver or suspension of any of these rules for the benefit of a particular applicant, shall not constitute grounds for or be construed as a waiver or suspension of the same rules for subsequent applicants. The Applicant agrees to be bound by all rules and regulations set forth herein and any other conditions that may be imposed upon the issuance of a permit by the City Council.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Pascagoula Recreation Commission

Phone: 228-219-9162

Agenda Topic: Request to address City Council

Attach additional information as necessary

Action Requested:

Request to address City Council regarding the 2012 Comprehensive Parks and Recreation Master Plan

| | | | | |
|---------------------------------------|------------------------------|--|-------------------|---|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input checked="" type="checkbox"/> Other |

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AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Jimmy Gouras Urban Planning Consultants, Inc.

Contact Name: Michele Moore Phone: _____

Agenda Topic: Address the Council re: Grant Administration Duties

Attach additional information as necessary

Action Requested:

| | | | | | |
|---------------------------------------|------------------------------|-----------------------------|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
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Grant Administration Duties

DUTIES AND STEPS OF A GRANT ADMINISTRATOR

Once the City advertises for Administration Services for a Project and our firm is selected the following steps are taken during grant administration.

1. Prepare Grant Application for Funding (working with the City, engineers, architects and MDA)
2. Prepare an environmental review record is completed on each project which entails contacting 17 different agencies by certified mail, preparing a FORMAT II, HUD 7015.15 form and making at least 2 copies of the Environmental - original to City, a copy for MDA and a copy for the administrator. Each environmental takes 90 days to complete and if the scope changes or the City adds another phase to the project - another environmental must be completed.
3. Once environmental clearance is given, the administrator ensures that the administrator, engineers and architect have their contracts approved by the City.
4. Prepares two sets of working files on the project (one for the administrator and one for the City) and works with the City to ensure the files are kept up to date and complete.
5. Set up meetings between the City, architect/engineer and start detailing out the project and timelines.
6. The grant administrator must review the bid advertisement prior to it going to the paper to ensure proper HUD and CDBG language requirements.
7. Requests a wage rate determination, review the bid advertisement and specifications to make sure that the Wage Determination, Posters, Section 3 and CDBG language is included.
8. When bids are received, it is the grant administrator's job to ensure the City receives Contractor Clearance before awarding the bid.
9. Once the bid is awarded, a Pre Construction Packet is prepared and the grant administrator must attend the Pre-Con to go over all of the Davis Bacon Labor Standards and the Section 3 paperwork.
10. The grant administrator's office, receives and reviews weekly certified payrolls on all Prime Contractors and Sub Contractors on the job and if any issues arise from the CP, the grant administrator must resolve those issues or the contractor does not get paid.
11. They are in charge of Employee Interviews.
12. Review and process all invoices for Architects, Engineers and Contractors in order to prepare Request for Cash for the City to get funds from MDA.
13. The grant administrator prepares Requests for Cash to be approved by the board and signed by the Mayor then returned to the grant administrator to process to MDA and get the funding back down to the City in a timely manner.
14. Prepares contract amendments, budget modifications and keep a register for all payments made by City and MDA.
15. Must report to MDA on a weekly conference call the progress or lack of progress of project.
16. Must prepare Section 3, 4710 and Contractor/Sub-contractor reports several times a year
17. Meets with MDA monitors to go over all of the project files and payroll files to ensure compliance with HUD and MDA regulations at least 2-3 times during the length of the project.
18. If meetings are scheduled with MDA in Jackson or at the location of the City, the grant administrator is required to attend.
19. Work with A/E, City and Contractor to ensure that the job is progressing and on time and if problems arise the grant administrator must contact MDA.
20. Answer calls and emails several times a week from the City
21. The administrator ensures that the City complies with all Fair Housing, ADA, Section 3, EEOC, Environmental and regulations required by HUD and MDA.
22. Once project construction is completed, the grant administrator prepares a closeout package to submit to the City for approval and then forwards to MDA to process.
23. Final audit must be done on all files
24. The grant administrator is paid their final bill and the City receives a closeout letter.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Minutes of Recessed Regular Council Meetings of September 17, 18, and 24, 2013

Attach additional information as necessary

Action Requested:

Approve and adopt minutes of Council meetings of September 17, 18, and 24, 2013

| | | | | |
|---------------------------------------|---|-----------------------------|-------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
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**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 17, 2013, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, September 17, 2013, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor H. J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilwoman Brenda Simkins
Councilman Larry Taylor
Councilman David Tadlock
Councilman Scott Tipton

City Manager Joe Huffman
City Attorney Eddie Williams
Asst. City Clerk Brenda Reed
City Clerk/Comptroller Robert J. Parker

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Hill and the pledge of allegiance was led by Councilman Tipton.

Mayor Blevins read and presented Michele Gautier Lee, Regent Duchess de Chaumont Chapter, National Society of the Daughters of the American Revolution (DAR), with the following proclamation:

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

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2013, marks the two hundred twenty-sixth anniversary of the Signing of the Constitution by the Constitutional Convention and provides a historic opportunity for all Americans to remember the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities they afforded us in this unique document; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, the Duchess de Chaumont Chapter of the Daughters of the American Revolution (DAR) nationwide will be observing this week in honor of the United States Constitution.

NOW, THEREFORE, I, Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby proclaim the week of September 17-23, 2013, as

CONSTITUTION WEEK

in the City of Pascagoula and ask our citizens to reflect on the many benefits of our Federal Constitution and the privileges and responsibilities of American citizenship and to proudly display the American Flag.

Harry J. Blevins
Mayor

Michele Gautier Lee and Sandra McKiernon provided some historical facts regarding the constitution and thanked the Council for the proclamation.

Mayor Blevins read and presented a Proclamation for “Dr. Clifford A. Seyler Day” to Carol Hewlett, President of C.A.N.D.Y. and Izerial Toles, Education Coordinator for C.A.N.D.Y. The proclamation is spread on the minutes as follows:

PROCLAMATION

WHEREAS, Citizens Against Needless Death in Youth (C.A.N.D.Y.) will be celebrating their 30th Anniversary on September 20, 2013; and

WHEREAS, C.A.N.D.Y. is a child safety advocate organization teaching awareness and preventions on all child safety issues; and

WHEREAS, since 1983, C.A.N.D.Y. has dealt with automobile safety for children, and expanded into other child safety-related areas; and

WHEREAS, the catalyst in the formation of C.A.N.D.Y. was the mind-set of Dr. Clifford A. Seyler, who realized the importance of the use of children’s car seats and seatbelts; and

WHEREAS, Dr. Seyler took on the monumental task and called upon several women’s civic organizations and private citizens to join hands and form C.A.N.D.Y., the organization whose primary goal was to prevent needless death in youth; and

WHEREAS, C.A.N.D.Y. has been instrumental in the passage of legislation to enact a mandatory child restraint law in MS; organizing Mississippi’s first car seat loaner program; passage of a local ordinance requiring smoke detectors to be installed in all dwellings, and numerous efforts that support the safety of Mississippi’s youth; and

WHEREAS, C.A.N.D.Y. is a United Way Agency that promotes the prevention of needless deaths and injuries through educational awareness programs, activities and community services.

NOW, THEREFORE, I, Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby proclaim Friday, September 20, 2013, as

DR. CLIFFORD A. SEYLER DAY

in recognition and appreciation for his dedicated efforts in the formation of C.A.N.D.Y.

Harry J. Blevins
Mayor

Ms. Hewlett made several comments regarding this matter, thanked the Council for the proclamation, and invited everyone to attend the event at the library on Friday, September 20, 2013, from 4:00 p.m. – 6:00 p.m.

Drew Estabrook, representing Emerge Pascagoula, addressed the Council and requested approval of an alcohol permit for a wine tasting social scheduled at the Pascagoula Riverfront parking garage for Thursday, October 24, 2013, from 4:00 p.m. until 10:00 p.m. Mr. Estabrook advised that security has been arranged with the Police Department. This is a networking and recruitment event.

Information regarding the alcohol permit request is spread on the minutes as follows:

Exhibit A

**APPLICATION FOR THE SALE, CONSUMPTION OR POSSESSION
OF ALCOHOL ON CITY PROPERTY**

1. Full name of applicant Emerge Pascagoula
2. Physical address of applicant 702 Krebs Ave Pascagoula, MS 39567
3. If the applicant is an organization then provide the following information:
 - a. Name, address and telephone number of each principal of the organization.
Drew Estabrook 2203 Market Street Pascagoula, MS 39567, (228) 762-3533
 - b. Name, address and telephone number of the person who will be presenting the application on behalf of the organization.
Drew Estabrook 2203 Market Street Pascagoula, MS 39567, (228) 762-3533
4. Location of event for which the permit is being requested.
Pascagoula Riverfront Parking Garage
5. Date and times for which the permit is being requested.
Thursday, October 24, 2013 from 4PM to 10PM
6. Nature of event to be staged at the location.
Emerge Fall Social Event – Networking Gathering
7. Person or parties responsible for the sale or distribution of alcoholic beverages at the proposed event.
Name: Jackson County Chamber of Commerce – Emerge
Address: 720 Krebs Avenue Pascagoula, MS 39568
Physical Address: same
Telephone Number: (228) 762-3391
8. If it is anticipated that alcoholic beverages will be sold at the event, then attach to this application copies of the ABC permits of the persons or parties who will be selling the alcoholic beverages. If copies of such permits are not presently available, please provide an explanation in the space below. Copies of ABC permits must be filed with the City Clerk prior to the issuance of any permit for the sale, consumption or use of alcohol on City property.
Alcoholic beverages will not be sold at the event.
9. Number of people expected to attend the event. 50 - 75

Exhibit A

10. Names, addresses and telephone numbers of persons responsible for post-event cleanup.

Matthew E. Perlins, 1103 Jackson Avenue, Pascagoula, MS 39568, (228) 762-6631

The applicant certifies that he/she is over the age of 21 and that he/she has been provided with and has read all of the rules and regulations pertaining to the sale, consumption or possession of alcoholic beverages on City property and fully understands the same and agrees to be bound thereby. Applicant further certifies that he/she is authorized by Emerge (name of organization) to make this application and to bind the organization to the observance of the rules and regulations set forth by the City Council for the sale, consumption and possession of alcoholic beverages, and/or the use of the premises in question. The applicant further understands that there shall be no sale of alcoholic beverages at the event to any minors or to any persons who are obviously intoxicated and no sales of alcoholic beverages shall be allowed after 12:00 midnight. The applicant further acknowledges that a violation of any of the aforesaid rules and regulations shall result in the immediate revocation of any permit issued by the City Council and the cancelation of any right to host the event at the designated location. The applicant further acknowledges that he/she has full and complete authority to execute the waiver and hold harmless agreement submitted on the even date herewith to the applicant.

Witness my signature on the 11th day of September, 2013

Drew E. Perlins

9/11/13
Kristi H. Summerlin

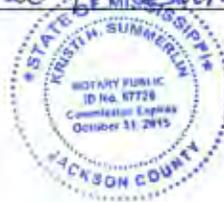


Exhibit B

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WAIVER AND HOLD HARMLESS AGREEMENT

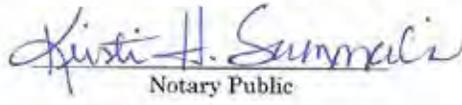
Personally came and appeared before me the undersigned notary public in and for the jurisdiction aforesaid, _____Drew Estabrook_____, who on his/her oath stated that he/she is over the age of 21 years and that he/she is acting in his/her individual capacity, or in a representative capacity on behalf of __Emerge Pascagoula_____ and acknowledged that he/she has fully familiarized himself/herself with the rules and regulations promulgated by the City Council of the City of Pascagoula for the sale, consumption or possession of alcoholic beverages on City property and all other rules and regulations pertinent to the use of the premises in question, and agrees to be bound thereby for the duration of the event for which the application has been filed. The applicant further acknowledges that he/she, in his/her individual capacity, or as representative of __Emerge Pascagoula_____ (name of organization) waives any and all claims against the City of Pascagoula for damages, injuries to person or property, or causes of action that may arise as a result of the applicant's use of the City property in question during the period of the event. The applicant, in his/her individual capacity, or as representative of __Emerge Pascagoula_____ (name of organization), further agrees to indemnify and hold harmless the City of Pascagoula, its agents, servants and employees, from any and all claims, damages, causes of action, assessments, attorney fees, or litigation expenses of any type arising out of applicant's use of the premises during the period in question and at which time alcoholic beverages are being sold, consumed or possessed thereon by applicant's agents, servants, employees, invitees and guests.

Exhibit B

Witness the signature of the applicant on this the 11th day of September,
2013.


Applicant

Sworn to and subscribed before me on this the 11 day of September, 2013


Notary Public

SEAL



**RULES AND REGULATIONS FOR THE SALE, CONSUMPTION
OR POSSESSION OF ALCOHOL ON CITY PROPERTY**

On December 8, 2010, the City Council for the City of Pascagoula amended Section 58-62 of the Code of Ordinances which theretofore had prohibited the sale, consumption or possession of alcoholic beverages on City property. Pursuant to the amendment to the aforesaid section, the City Council has reserved unto itself the right to issue permits for the sale, consumption or possession of alcoholic beverages on City property on a case-by-case basis. Permits may be issued to individuals, or to organizations, subject to the following rules and regulations:

1. No permits will be issued to any individuals or organizations (applicants) for the sale or consumption of alcoholic beverages on any youth athletic field in the City of Pascagoula when any youth sport events are in session. No permits will be issued for the 12th Street softball fields and the Tucker Street baseball fields.
2. Applicants desiring a permit for the sale, consumption or possession of alcohol on any City property not listed hereinabove, shall complete an application in the form attached hereto as Exhibit A and incorporated into these rules by reference.
3. Any Applicant seeking a permit shall complete the aforesaid application and submit the same to the City Clerk in time for its presentation to the City Council not less than 30 days prior to the proposed event or activity. It is recommended that the Applicant submit the application to the Clerk 45 days prior to the event so that the Council presentation can be scheduled 30 days before the event.
4. Applicants shall appear in person before the City Council not less than 30 days prior to the proposed event in order to present the application and be heard on the request for the permit. Should the Applicant fail to appear at the Council meeting, the permit shall summarily be denied.
5. Permits, once issued by the City Council, shall not be transferrable to any third party unless specifically approved by the City Council.
6. Permits shall be for a specified period of time only and for a specific event or activity. No permits will be issued that will be open-ended, or not confined to a specific time period.
7. Applicants requesting a permit shall be required to execute a waiver of liability and a hold harmless agreement in favor of the City in the form attached hereto as

Exhibit B. The original of the waiver and hold harmless agreement shall be retained by the City Clerk and a copy shall be given to the Applicant.

8. The Applicant shall be required to hire off-duty law enforcement officers, or reserve officers, for security during the event. The number of security officers required shall be determined by the Police Chief, or his designee, and his determination on the issue of security shall be final.
9. Unless authorized by the City Council, anyone obtaining a permit shall not allow attendees at the event to bring alcohol onto the premises, or to take alcohol from the premises. The Applicant shall be responsible for furnishing sufficient waste containers for disposal of non-reusable alcohol containers. If a permit is issued for events to take place at Point Park, River Park, Beach Park, or on any athletic field, then in such event, no glass containers of alcohol shall be permitted at such locations. It shall be the responsibility of the Applicant to comply with all ABC regulations and all other ordinances or state laws affecting the sale and consumption of alcoholic beverages. Under no circumstances shall the Applicant allow the sale to, or consumption of, alcohol by obviously intoxicated individuals or minors.
10. In addition to the requirements specifically set forth in this policy, the Applicant must agree to abide by all rules and regulations currently in force and affecting the use of property belonging to the City.
11. Signs must be posted at all exits to and from the venue in question stating that no alcoholic beverages may be brought in or taken from that venue during the event.
12. Failure of the Applicant to abide by any of the rules and regulations set forth herein, or any other rules and regulations endorsed or enforced pursuant to the ordinances of the City, shall result in the immediate revocation of any permit granted by the City Council hereunder.
13. The Applicant, by his signature on the application, acknowledges having received a copy of these rules and regulations and further acknowledges his full and complete understanding thereof.
14. Upon the granting of a permit pursuant to these policies, the Applicant shall be required to deposit with the City Clerk the sum of \$500.00 to cover the costs of cleaning the premises. This sum shall be refunded to the Applicant only upon the recommendation of the City Manager, or his designee, after an inspection of the premises to determine whether or not the same have been satisfactorily cleaned by the Applicant.

Revised 11/03/11

15. The City Council reserves the right to impose any other terms and conditions upon the Applicant that it deems necessary in order to protect the property of the City and the best interest and welfare of the citizens. The City Council also reserves the right to, from time to time, amend, waive enforcement, or otherwise suspend the application of one or more of these rules, as the need may arise. A waiver or suspension of any of these rules for the benefit of a particular applicant, shall not constitute grounds for or be construed as a waiver or suspension of the same rules for subsequent applicants. The Applicant agrees to be bound by all rules and regulations set forth herein and any other conditions that may be imposed upon the issuance of a permit by the City Council.

Councilwoman Simkins made a motion to approve the alcohol permit application for Emerge Pascagoula as requested by Drew Estabrook at the Pascagoula Riverfront Parking Garage on October 24, 2013, between the hours of 4:00 p.m. and 10:00 p.m. with the following stipulations:

With respect to Rule 8 – required to have two (2) security officers present at all times during the event.

All other rules and regulations not specifically addressed herein remain in effect and strict compliance is required.

The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

A public hearing was held regarding the Planning Board items. Minutes of the Planning Board meeting held on September 11, 2013, are spread on the minutes as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, SEPTEMBER 11, 2013, AT 6:00 P.M.
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Wednesday, September 11, 2013, at 6:00 P.M.

The following official(s) were present:

Linda Tillman
Wesley Smith (Chairman)
Joseph Odom
Etienne Melcher
Alan Wiley
Mike Gilly

Official(s) not present:

Stephen Parker (Vice-Chairman)

Other officials present:

Jaci Turner, Planning, Inspections & Engineering Director

A. PUBLIC HEARINGS:

1. **Dan Bierworth, 2103 Glendale Street** -The property is zoned Single Family Residential 8. The request is for a Special Use permit to operate a referral business from the home in a Single Family Residential 8 zone.

Dan Bierworth was present to explain the application. The application and staff recommendation were presented by Jaci Turner. After there being no protest or questions, a motion was made by Etienne Melcher to “APPROVE” the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman “AYE”, Wesley Smith “AYE”, Joseph Odom “AYE”, Etienne Melcher “AYE”, Alan Wiley, “AYE”, Mike Gilly “AYE”.

The application will go to the City Council with the recommendation to “**APPROVE**”.

COUNCIL ACTION:

Councilwoman Simkins made a motion to “APPROVE” the special use permit request of Dan Bierworth as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-17-13)

2. **Mark Tramontana on behalf of Singing River Credit Union, 3210 Market Street**
The property is zoned Community Commercial. The request is for a front yard setback variance for a sign in a CC zone resulting in a 6’ setback rather than the required 15’.

Mark Tramontana and Paul Thompson were present to explain the application. The application and staff recommendation was presented by Jaci Turner to approve the variance as requested, with the understanding that a minimum of 10’ between the new sign and the existing power line will be required when constructed. Mr. Wiley asked about the reason for the new sign, as it would be smaller than the existing sign. Paul Thompson explained that it was a branding effort to be consistent with the company’s policies. Etienne Melcher asked about landscaping, and the response was that the existing landscaped area would be maintained. There being no protest, a motion was made by Mike Gilly to “APPROVE” the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman “AYE”, Wesley Smith “AYE”, Joseph Odom “AYE”, Etienne Melcher “AYE”, Alan Wiley, “AYE”, Mike Gilly “AYE”.

The application will go to the City Council with the recommendation to “**APPROVE**”.

COUNCIL ACTION:

Councilman Hill made a motion to approve the variance request of Mark Tramontana on behalf of Singing River Credit Union as recommended by the Planning Board. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

The following consent agenda items were considered at this time:

The first items for consideration were minutes of the regular Council meeting held on September 3, 2013, and recessed regular Council meetings held on September 4, 2013, and September 10, 2013, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Taylor made a motion to adopt and approve minutes of the Council meetings of September 3, 2013, September 4, 2013, and September 10, 2013, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

Minutes of the Recreation Commission meeting of August 7, 2013, were acknowledged by the Council.

Minutes of the Strategic Plan Steering Committee meeting of June 20, 2013, were acknowledged by the Council.

Minutes of the Historic Preservation Commission meeting of June 26, 2013, were acknowledged by the Council.

Minutes of the Historic Preservation Commission meeting of July 24, 2013, were acknowledged by the Council.

The next item for consideration was a request to advertise the resources of the City by approving Arts on the Avenue to provide Kool-Aid packets to approximately 500 children attending the Zonta Arts Festival as recommended by Jen Dearman, Community and Economic Development Director. The amount would not exceed \$200.00.

Councilman Taylor made a motion to approve the request to advertise the resources of the City by approving Arts on the Avenue to provide Kool-Aid packets to approximately 500 children attending the Zonta Arts Festival in an amount not to exceed \$200.00 as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

The next item for consideration was a request to advertise the resources of the City by approving the Police Department to provide traffic control for the March of Dimes walk which raises funds and awareness for the March of Dimes campaign as recommended by Kenny Johnson, Police Chief. The event will take place on September 28, 2013, at the beach in Pascagoula.

Councilman Taylor made a motion to approve the request to advertise the resources of the City by approving the Police Department to provide traffic control for the March of Dimes walk which raises funds and awareness for the March of Dimes campaign, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

The next item for consideration was a request to advertise the resources of the City by approving the Police Department motorcycle unit to participate in "Ride for the Cure" as recommended by Kenny Johnson, Police Chief. This event is a motorcycle ride to raise funds and awareness for the American Cancer Society. The event is hosted by Governor Phil Bryant and will take place on September 28, 2013.

Councilman Taylor made a motion to approve a request to advertise the resources of the City by approving the Police Department motorcycle unit to participate in "Ride for the Cure" on September 28, 2013, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

Next for consideration was a request for a payment of \$425.00 for postage funds at City Hall for the direct debit/postage on call meter setting service with Neo-Post as recommended by Brenda Reed, Asst. City Clerk. The postage payment is handled through an electronic funds transfer (EFT) instead of the docket of claims.

Councilman Taylor made a motion to approve the request for a payment of \$425.00 for postage funds at City Hall for the direct/postage on call meter setting service with Neo-Post, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

The next item for consideration was a Resolution regarding an application to the Mississippi Department of Archives and History for the Community Heritage Preservation Grant as recommended by Jen Dearman, Community and Economic Development Director. The application request is for \$551,519.20. The City will match 20% or \$137,879.80 of the \$689,399.00 total project.

The Resolution is spread on the minutes as follows:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PASCAGOULA, MISSISSIPPI, SUPPORTING THE APPLICATION FOR
COMMUNITY HERITAGE GRANT PROGRAM FUNDS FOR THE
LOUISVILLE AND NASHVILLE RAILROAD DEPOT RESTORATION**

WHEREAS, the Pascagoula L & N Railroad Depot is a historic and treasured community symbol located within the City of Pascagoula; and

WHEREAS, the City desires to restore the L & N Railroad Depot to its original condition for the education and enjoyment of the public; and

WHEREAS, the City supports the plans to restore the Depot as outlined in the Community Heritage Grant Program application; and

WHEREAS, the City has become familiar with the Statement of Understanding attached hereto; and

WHEREAS, the City will provide the requisite matching funds in support of this grant:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, that it hereby supports the application for Community Heritage Grant Program Funds in the amount of \$689,399 for restoration of the Pascagoula L & N Railroad Depot.

The above Resolution was introduced by Councilman Taylor, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 17th day of September, 2013.

Additional information regarding this application is spread on the minutes as follows:

JIM BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE WILLIAMS
CITY ATTORNEY



CITY COUNCIL

LARRY D. TAYLOR
FREDDY JACKSON
DAVID TADLOCK
BURT HILL
SCOTT TIPTON
BRENDA H. SIMKINS

Councilman, Ward 1
Councilman, Ward 2
Councilman, Ward 3
Councilman, Ward 4
Councilman, Ward 5
Councilman at Large

803 WATTS AVE. • P.O. DRAWER 906
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6749

September 17, 2013

Aileen de la Torre
Historic Preservation Division
MS Department of Archives and History
P.O. Box 571
Jackson, MS 39205-0571

Re: Louisville and Nashville Railroad Depot Restoration
Community Heritage Preservation Grant Program

Dear Ms. de la Torre:

The Louisville and Nashville Railroad Depot (the Depot) is an important symbol of the community's heritage. The City of Pascagoula fully supports this application to the Community Heritage Preservation Grant Program for the Depot's restoration in the amount of \$689,399.00. The City will provide a match of \$137,879.80.

Over the years the Depot has been a hub for both freight and passengers fostering the growth of Pascagoula into the city it is today. The building has accommodated an Amtrak station, the "Whistle Stop" gift shop, a visitor's center, and a landscape design office. The 109 year old Depot continues to benefit the community by housing both the Pascagoula Main Street Office and the Singing River Art Association.

Your consideration of the City's application to restore the Depot is greatly appreciated. If I can provide any further information, please do not hesitate to contact me at 228-938-6614.

Sincerely,

Joseph R. Huffman
City Manager

**COMMUNITY HERITAGE PRESERVATION GRANT – 9
APPLICATION**

Please read the entire application before completing. Inaccurate or incomplete applications will not be considered.

1. Project Title:
Louisville and Nashville Railroad Depot Restoration
2. Project Address (or location description if in rural area):
504 Yon Avenue, Pascagoula, MS 39567
3. Project Description (in one sentence):
Restoring the Pascagoula Louisville and Nashville Railroad Depot will ensure long-term public access to a Mississippi Landmark; further, the purpose of this project is to safeguard an important community symbol that continues benefit residents and visitors alike.
4. Original Construction Date (i.e. year building was built): 1904
Changes/Additions Date: _____ None _____
5. Project Budget:
- | | | |
|---------------------------------------|----|---------------------|
| Total State Grant Funds Requested: | \$ | <u>\$551,519.20</u> |
| Matching Funds Provided By Applicant: | \$ | <u>\$137,879.80</u> |
| Total Project Cost: | \$ | <u>\$689,399.00</u> |
6. Project Applicant: City of Pascagoula
Mr. Joseph R. Huffman, City Manager
- | | | |
|--|-----------------------|--------------------------------------|
| <small>Title (Dr., Mr., Mrs., Ms.)</small> | | <small>Contact Name</small> |
| <u>P.O. Drawer 908</u> | | |
| <small>Address</small> | | |
| <u>Pascagoula</u> | <u>MS</u> | <u>39568</u> |
| <small>City</small> | <small>State</small> | <small>Zip Code</small> |
| <u>(228) 938-6614</u> | <u>(228) 938-6637</u> | <u>jhuffman@cityofpascagoula.com</u> |
| <small>Phone</small> | <small>Fax</small> | <small>E-mail</small> |

Project Applicant Description (MUST be one of the following):

- State Government
- County Government
- Municipal Government
- School District
- Nonprofit Corporation – Attach proof of nonprofit status, i.e. copies of charter of incorporation by the Mississippi Secretary of State of State and IRS 501(c)(3) tax exempt letter. Also attach copies of the organization's financial statements for the past 3 years.

COMMUNITY HERITAGE PRESERVATION GRANT APPLICATION ROUND 9

7. Project Coordinator:

Mrs. Jen Dearman
 Title (Dr., Mr., Mrs., Ms.) Contact Name
 City of Pascagoula Community and Economic Development Director
 Organization Title in Organization
 P.O. Drawer 908
 Address
 Pascagoula MS 39568
 City State Zip Code
 (228) 938-6651 (228) 938-6637 jdearman@cityofpascagoula.com
 Phone Fax E-mail

8. Property Owner (if different from Project Applicant):

NA
 Title (Dr., Mr., Mrs., Ms.) Contact Name
 Address
 City State Zip Code
 Phone Fax E-mail

9. Tax Identification Number: 64-6000949

10. Project Professional:

To Be Determined
 Title (Dr., Mr., Mrs., Ms.) Contact Name
 Organization Title in Organization
 Address
 City State Zip Code
 Phone Fax E-mail

11. *Mississippi Landmark* Designation: Properties must be designated *Mississippi Landmarks* by the Board of Trustees of MDAH under provisions of the State Antiquities Act to be eligible for grant funding from the Community Heritage Preservation Grant Program. Please provide the following information concerning recording of the *Mississippi Landmark*:

County: Jackson County
 Date *Mississippi Landmark* Designation Recorded: 12/1985
 Book/Page in Chancery Clerk's Office: 843/158

This information can be found in the Chancery Clerk's office at the local courthouse or contact MDAH.

City of Pascagoula Application
Louisville and Nashville Railroad Depot Restoration
Community Heritage Preservation Grant

Narrative

September 17, 2013

1. Significance of the Property and Historical Overview

Restoring the Pascagoula Louisville and Nashville Railroad Depot (the Depot) will ensure long-term public access to a Mississippi Landmark; further, the purpose of this project is to safeguard an important community symbol that continues to benefit residents and visitors alike. In 1870, the Scranton Depot was constructed for the New Orleans, Mobile, and Chattanooga Railroad. The current L and N Railroad Depot was constructed in 1904 replacing the 1870 structure. In 1887, railroad receipts through Pascagoula totaled \$212,504.69 passenger and \$251,964.59 freight. Over the last 140 years, the Depot was a gateway to Pascagoula as the city grew to be a coastal resort area as well as an industrial and port community. The years of service had taken their toll. In the 1970's, a group of concerned citizens rallied around the Depot. It was listed on the National Register of Historic Places in 1974, was restored, and rededicated in 1976. At that time, it came to be known in the community as the Jolly McCarty Historic Depot.

2. Project Description

A. Reasons for Undertaking the Project

The reason for undertaking the Depot restoration is to preserve an important community symbol and provide continued benefits to the public. Once a gateway to Pascagoula, it welcomed commercial and population growth. Over the years, the Depot has been an Amtrak station, the "Whistle Stop" gift shop, a visitor's center, and a landscape design office. Still today the tradition of commercial growth is fostered as both the Pascagoula Main Street Office and the Singing River Art Association (SRAA) are located in the Depot. It is also a heritage tourism point of interest as well as a destination for field trips.

B. Goals of the Project

The first goal of the project is the restoration of an important community symbol and Mississippi Landmark. The second goal of the project is to preserve the educational value of this historical asset for future generations. The third goal is continued public access to the Depot for the City's residents who have memories of the Depot as well as heritage tourists who visit.

C. Work to Accomplish

The immediate need is for a Depot restoration comprehensive plan and roof weatherization. The comprehensive plan will include stabilization of the foundation and roof as well as interior and exterior surfaces. The architectural design and historic character will be preserved. The City's desire to hire an architect or engineer who has experience with restoration of historic properties is twofold. First, the City would like to ensure compliance with the Secretary of the Interior's Standards for Treatment of Historic Properties and the International Existing Building Code 2009. Secondly, the extensive scope of work should be divided into phases. Then depending on funding availability, the phases can be bid out separately or together. Next, roof weatherization needs to be addressed as outlined in the

City of Pascagoula Application
Louisville and Nashville Railroad Depot Restoration
Community Heritage Preservation Grant

Narrative

September 17, 2013

Post Hurricane Isaac Inspection Report (Attachment K). This method will allow for a realistic approach to the comprehensive restoration required for the Depot.

D. Current Building Condition and Specific Problems to Address

The pier bricks of the foundation are deteriorating. The southern and northern walls at the east end of the building lean. As a result, the floor in the east most room of the SRAA is uneven. The slate roof was considered to be in overall good condition in the Post Hurricane Isaac Inspection conducted by the MS Department of Archives and History; however, in the inspection report there are concerns about weather tightness. The inspection report states that the flashing should be checked for weather tightness around the dormers. There is a dormer that was noted to have deteriorating wood. The floors and ceilings in the Depot are buckling due to moisture. There are prominent roof leaks that are noted by the current occupants of the Depot. One leak is above the Main Street Office in the west end of the building. The other leak is above the SRAA bathroom in east end of the building.

E. Proposed Repairs

The Compton Engineering 2009 Scope of Work items for the roof include replacement of damaged slate roofing tiles as well as repairs of damaged valley and ridge flashing and sealing roof penetrations. Items necessary to level the building include leveling the floor structure, plumbing of the exterior of the building, adjusting the roof bracing to level the roof, shoring in-place and adjust cabling in the attic. Exterior and interior surface work items include removal of damaged paint, cleaning existing surfaces, seal, and painting of all surfaces where separation occur between siding, wainscot, trim, and soffits as well as between wood finishes like walls, ceiling, and trim. After leveling of the Depot, adjustments will need to be made to windows and doors as well as related hardware. ADA accessible entrances, plumbing, electrical, and mechanical adjustments will need to be modified to transition to the leveled floor. J.O. Collins Contractors, Inc. Cost Estimate notes additional items that need addressing including refinishing the wood floors, lead paint abatement, and replacing the entire slate roof.

3. Benefits of Achieved Goals

Benefits of Depot restoration include regular public access, educational value, and heritage tourism. The Pascagoula Main Street Office is located at the Depot. Main Street's goals are to promote, enhance, revitalize, and preserve the Pascagoula Main Street District by focusing on business development, quality of life, and responsible civic investment for the betterment of all of Pascagoula's citizens. SRAA has 93 members, is an art gallery, and is also located in the Depot. SRAA's mission is to encourage, aid, foster, and promote interest and education in all forms of fine art for the benefit of its members and for the cultural benefit of the community. Restoration will ensure this Mississippi Landmark and important community symbol remains accessible for residents and visitors of Pascagoula. The Depot is a heritage tourism point of interest on both the Historic Pascagoula Bike Trail and the Pascagoula Historic Pathway. Educational benefits are derived from the SRAA and elementary school field trips. The kindergarten and first grade

City of Pascagoula Application
Louisville and Nashville Railroad Depot Restoration
Community Heritage Preservation Grant

Narrative

September 17, 2013

classes of Resurrection Catholic Elementary take field trips to the 109 year old depot to watch trains pass and learn about the history of Pascagoula.

4. Results of the Project

The result of the project will be a comprehensive restoration plan with phases that can be completed as funding is identified. The critical repairs that could be accomplished would be the weatherization of the roof to reduce the amount of further moisture damage and deterioration. Please see J.O. Collins Contractors, Inc. estimate for a list of repairs.

5. Assurances: Completion, Administration, Operation, and Maintenance

The 22 months allowed in the grant period is adequate for design phase of the restoration and the necessary repairs to the roof. As a city building, the maintenance of the Depot is the responsibility of the City. The City is committed to the maintenance and upkeep of the historic structure. At this time, it is envisioned for the Depot to continue to function as the office space for the Pascagoula Main Street program and the SRAA. The Main Street Office is currently located in the Depot which will continue to be used for City functions. The SRAA has a memorandum of understanding with the City that is renewed annually.

**COMMUNITY HERITAGE PRESERVATION GRANT – 9
PROJECT BUDGET BREAKDOWN**

1. Specify costs such as door and window repair, masonry repair, interior finishes, exhibit design costs, exhibit construction, etc. Attach additional sheets to this page if needed.

Phase I - \$ 62,673
Architect / Engineering Design (10%)

Phase II - \$ 79,820
Roof Repairs and Weatherization

Phase III – \$ 118,110
Level Floor, Refinish Wood Floors, Roof Bracing Adjustments, Plumb Exterior of Building, Adjust Doors, Modify Accessible Entrances, as well as Plumbing, Electrical, and Mechanical Adjustment Allowances

Phase IV -\$ 95,508
Exterior Surfaces - Removal of Paint, Clean Surfaces, Seal and Paint between Tongue and Groove Wood Finishes
Windows - Adjust and Replace Damaged Glazing, Adjust Hardware as Needed

Phase V - \$ 154,968
Interior Surfaces and Lead Paint Abatement- Removal of Paint, Clean Surfaces, Caulk and Paint between Walls, Ceiling, and Trim

Phase VI - \$178,320
Replace Entire Slate Roof

Please see Phases Budget Breakdown for a more detailed account.

| | | |
|---|----------------------|--------|
| 2. Total Project Cost (grant amount requested + matching share) | \$ <u>689,399.00</u> | (100%) |
| Grant Amount Requested | \$ <u>551,519.20</u> | (80%) |
| Matching Share (at least 20% of total project) | \$ <u>137,879.80</u> | (20%) |

Example of 20% Matching Share:

Request: \$80,000 Match: \$20,000 Total Project: \$100,000
\$80,000 + \$20,000 = \$100,000 20% Match

Example of <20% Matching Share:

Request: \$100,000 Match: \$20,000 Total Project: \$120,000
\$100,000 + \$20,000 = \$120,000 17% Match (INELIGIBLE APPLICATION)

COMMUNITY HERITAGE PRESERVATION GRANT APPLICATION ROUND 9

3. How were estimated project costs determined?

In 2009, a restoration scope of work to be bid in a single project was prepared by Compton Engineering for the restoration of the Depot. J.O. Collins Contractors, Inc. was provided the scope of work that Compton Engineering generated in 2009, and they prepared a current contractors estimate .

The Mississippi Department of Archives and History was consulted regarding a percentage to estimate for Phase I, Architect/Engineer design costs. The cost for Phase II, slate roof repairs and weatherization, was estimated using the J.O. Collins Contractors, Inc. estimate for the slate roof repairs line item.

The rest of the scope of work was divided to the best of the City's ability into Phases III - VI. The costs were compiled using the estimates provided by J.O. Collins Contractors, Inc. The lump sum mobilization amount was prorated across the phases based on the phase's percentage of total repair cost.

4. Indicate whether partial funding and/or partial completion of the project would allow for a successful result. Prioritize the proposed work, indicating what is critical. Show the sequence in which work must be completed, if relevant. Applicants who do not include partial options may be in jeopardy of not receiving funding. Attach additional sheets to this page if needed.

Partial funding would allow for a successful result. Please see phases listed below. Phases I and II are critical. The work in Phases II – IV or the order of the work therein is subject to change based on the opinion of the Architect / Engineer in the design phase.

Critical Phases

Phase I – Architect / Engineering Design Phase
Phase II – Roof Repairs and Weatherization

Remaining Phases

Phase III – Level Floor, Refinish Wood Floors, Roof Bracing Adjustments, Plumb Exterior of Building, Adjust Doors, Modify Accessible Entrances, as well as Plumbing, Electrical, and Mechanical Adjustment Allowances
Phase IV – Exterior Surfaces and Windows
Phase V – Interior Surfaces and Lead Paint Abatement
Phase VI - Replace Entire Slate Roof

City of Pascagoula Application
Louisville and Nashville Railroad Depot
Community Heritage Preservation Grant
Phases Budget Breakdown

| | |
|--|-----------|
| Compton 2009 SOW contractors estimate from I.O. Collins keeping roof repairs and adding roof replacement, refinishing wood floors, and lead paint abatement. | \$626,726 |
|--|-----------|

| Phases | Item | Item Cost | Phase Cost | Phase Mobilization | Phase Cost + Mobilization |
|--------|------|-----------|------------|--------------------|---------------------------|
|--------|------|-----------|------------|--------------------|---------------------------|

| | | | | | |
|----------|---|----------|----------|---------|----------|
| Phase I | Architect/Engineering Design Fees 10% | \$62,673 | \$62,673 | NA | \$62,673 |
| Phase II | Roof Repairs and Weatherization - remove and replace damaged slate tiles including damaged or defective valley and ridge flashing and sealing roof penetrations | \$72,800 | \$72,800 | \$7,020 | \$79,820 |

| | | | | | |
|-----------|---|----------|-----------|----------|-----------|
| Phase III | Level Floor | \$19,057 | | | |
| | Refinish wood floors (including minor repairs) | \$14,110 | | | |
| | Adjust Roof Bracing | \$27,950 | | | |
| | Shore/plumb up exterior walls, adjust cables in attic | \$33,033 | | | |
| | Adjust doors & hardware | \$4,500 | | | |
| | Modify ADA entrances to leveled finish floor | \$1,200 | | | |
| | Plumbing adjustment allowance | \$2,000 | | | |
| | Electrical adjustment allowance | \$2,000 | | | |
| | Mechanical adjustment allowance | \$4,000 | | | |
| | | | \$107,850 | \$10,260 | \$118,110 |

| | | | | | |
|----------|--|----------|----------|---------|----------|
| Phase IV | Exterior-clean, prep & repaint all wood surfaces | \$76,908 | | | |
| | Clean, paint, replace wood windows | \$10,500 | \$87,408 | \$8,100 | \$95,508 |

| | | | | | |
|---------|---|-----------|-----------|----------|-----------|
| Phase V | Interior-clean, prep & repair all wood surfaces | \$111,468 | | | |
| | Lead Paint Abatement | \$30,000 | \$141,468 | \$13,500 | \$154,968 |

| | | | | | |
|--|---------------------------|-----------|-----------|----------|------------------|
| Phase VI | Replace Entire Slate Roof | \$163,200 | \$163,200 | \$15,120 | \$178,320 |
| Total Project Budget Phases I - VI: | | | | | \$689,399 |

* Mobilization is prorated based on phase percentage of overall repairs.

City of Pascagoula Application
Louisville and Nashville Railroad Depot
Community Heritage Preservation Grant

Mobilization Prorate

| Phases | Phase Cost | % of Total Repairs | Mobilization Cost per Phase | Total Mobilizaiton |
|-----------|------------|--------------------|-----------------------------|--------------------|
| Phase II | \$72,800 | 13% | \$7,020 | |
| Phase III | \$107,850 | 19% | \$10,260 | |
| Phase IV | \$87,408 | 15% | \$8,100 | |
| Phase V | \$141,486 | 25% | \$13,500 | |
| Phase VI | \$163,200 | 28% | \$15,120 | |
| | | 100% | | <u>54,000.00</u> |

**COMMUNITY HERITAGE PRESERVATION GRANT – 9
MATCHING SHARE**

Donor: City of Pascagoula
 Source: City Funds
 Total Cash Amt: \$ \$137,879.80

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Donor: _____
 Source: _____
 Total Cash Amt: \$ _____

Total Match (must equal matching funds on Item 5 of the application): \$ \$137,879.80

CERTIFICATION OF MATCHING SHARE

I certify that the matching share funds identified above are available, and that they will be allocated only to the Community Heritage Preservation Grant project described in this application and titled:

Louisville and Nashville Railroad Depot Restoration

Project Title

Joseph R. Huffman, City Manager

Name and Title of Authorized Representative

09/17/2013

Signature

Date

Applicants are strongly encouraged to submit appropriate documentation of the matching share (copies of bank statements, etc.) to this page. Please note that applications without documentation MAY NOT receive full credit for the matching share.

**COMMUNITY HERITAGE PRESERVATION GRANT – 9
STATEMENT OF UNDERSTANDING**

With respect to any grant received from MDAH, applicants indicate by their signatures that they have read, understood and agreed to this Statement of Understanding. Failure to comply with the following will result in the cancellation of the grant:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted for the property to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission authorizes and sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in *The Secretary of the Interior's Standards for the Treatment of Historic Properties* outlined in Appendix B and the *International Existing Building Code 2009*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.
11. All costs charged to the grant project will be in payment of approved budget items.

COMMUNITY HERITAGE PRESERVATION GRANT APPLICATION ROUND 9

12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds and assets during the grant period.
14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and on the person or persons whose signature(s) appear below and who is/are authorized to sign this assurance on behalf of the applicant.

City of Pascagoula

09/17/2013

Name of Applicant/Project Sponsor

Date

Joseph R. Huffman, City Manager

Name and Title of Authorized Representative

Signature

**COMMUNITY HERITAGE PRESERVATION GRANT – 9
TITLE AND INSURANCE CERTIFICATION**

State funds cannot be invested in projects without assurance that the grantee possesses clear and unencumbered title to the property involved in the proposed project and has the property adequately insured to protect the state's investment.

I certify that the property involved is owned and sufficiently insured by the applicant identified below, and that the building will be used for the Community Heritage Preservation Grant project described in this application and titled:

Louisville and Nashville Railroad Depot Restoration

Project Title

City of Pascagoula

Applicant

Joseph R. Huffman, City Manager

Name and Title of Authorized Representative

09/17/2013

Signature

Date

Applicants are strongly encouraged to submit appropriate documentation of ownership and title (copies of deeds, certificates of title, insurance policies, etc.) with this form. Please note that applications without documentation MAY NOT be considered for grant awards.

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was a consultant selection for the Safe Routes to Schools Project as recommended by Jen Dearman, Community and Economic Development Director. She recommended approval of Compton Engineering, Inc., Pascagoula, MS, for professional services on all preliminary engineering, and construction engineering and inspection phases of the project. Staff considered the following four qualified firms: Compton Engineering, Inc.; Neel-Schaffer; Stantec; and Brown, Mitchell, and Alexander, Inc.

Councilman Taylor made a motion to approve Compton Engineering, Inc. for professional services for the Safe Routes to Schools Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was Supplemental Agreement No. 1 with Brown, Mitchell, & Alexander, Inc., Gulfport, MS, regarding the Beach Promenade Project as recommended by Jaci Turner, Planning, Inspections, and Engineering Director. The agreement would allow additional funding associated with the additional time for Supplemental Agreement No. 2 with the prime contractor, contingent on MDOT approval. The additional funding will cover the additional time as well as added construction supervision for the scope change to the contractor. The funding will be 80/20 which is consistent with the original scope and funding. The adjustment amount is still within the original project budget.

Information regarding this item is spread on the minutes as follows:

Between the
City of Pascagoula
And

Brown, Mitchell & Alexander, Inc.

ORIGINAL

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF PASCAGOULA BEACHFRONT PROMENADE PROJECT
JACKSON COUNTY
PROJECT NO. STP 8961-00(006) LPA/106061-701000

WHEREAS, **Brown, Mitchell & Alexander, Inc. (the CONSULTANT)** entered into the Construction Engineering & Inspection Contract with the **City of Pascagoula (the LPA)** on the 5th of December, 2012, to perform construction engineering services for **Pascagoula Beachfront Promenade Project Phase I** (beginning near Pascagoula Beach Park from Project Sta 10+00 to Project Sta 39+00), as provided for in **Project No. STP 8961-00(006) LPA/106061-701000 (the PROJECT)**; and,

WHEREAS, the CONSULTANT has been requested to provide additional Construction Engineering & Inspection services resulting from a change in the scope of the project and the extension of time for the construction contract; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$12,989.00;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

Construction Contract Time Extension - the construction contract time was extended by 14 days to accommodate some additional lighting features.

Created - 11/01/08
Revised - 2/29/12
Construction Engineering and Inspection Contract supplemental Agreement boilerplate.

The Maximum Allowable Cost shall be amended to add the sum of \$12,989.00 so the revised total Maximum Allowable Contract Costs is \$170,042.98. The new Maximum Allowable Costs are delineated below in the Schedule.

Schedule:

| | Labor | Direct Cost | Subconsultants | Total |
|----------|------------|-------------|----------------|--------------|
| Original | 132,766.19 | 7,180.00 | 17,107.79 | \$157,053.98 |
| SA #1 | 12,989.00 | | | \$ 12,989.00 |
| Totals | 145,755.19 | 7,180.00 | 17,107.79 | \$170,042.98 |

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein. This Supplemental Agreement is effective as of September 6, 2013.

Dated, the _____ day of _____, 2013.

CITY OF PASCAGOULA

Honorable Harry J. Blevins, Mayor

BROWN, MITCHELL & ALEXANDER, INC.

Dated, the 6th day of September, 2013.

Day Alexander

Day Alexander, P.E., President

FEE PROPOSAL

SUPPLEMENTAL AGREEMENT NO. 1

Construction Engineering and Inspection Services

***Termini: BEACHFRONT PROMENADE PROJECT
CITY OF PASCAGOULA, MISSISSIPPI***

Prepared for:

Mississippi Department of Transportation

Project Number: STP-8961-00(006)LPA/106061-701000

Prepared by:

Brown, Mitchell & Alexander, Inc.
521 34th Street
Gulfport, MS 39507

Submitted: ***September 6, 2013***

Cost Summary
including Supplemental Agreement No. 1
BROWN, MITCHELL & ALEXANDER, INC.

*PROJECT MANAGEMENT ADMINISTRATION
Construction Engineering and Inspection Services*

*BEACHFRONT PROMENADE
CITY OF PASCAGOULA, MISSISSIPPI
STP-8961-00(006) LPA 106061/701000*

Labor Costs

| | | |
|---------------------------------------|----|------------------|
| CE&I Services Original Contract | \$ | 132,766.19 |
| CE&I Services Supplemental Agmt No. 1 | \$ | <u>12,989.00</u> |
| Subtotal | \$ | 145,755.19 |

Direct Costs

| | | |
|-----------------------|----|-----------------|
| CE&I Services | \$ | <u>7,180.00</u> |
| Subtotal Direct Costs | \$ | 7,180.00 |

Subconsultant Costs (if necessary)

| | | |
|--------------------------------|----|---------------|
| Construction Materials Testing | \$ | 12,112.47 |
| Electrical Consultant | \$ | 4,757.73 |
| Direct Costs | \$ | <u>237.60</u> |
| | \$ | 17,107.80 |

| | | |
|--------------------|----|-------------------|
| TOTAL COSTS | \$ | <u>170,042.98</u> |
|--------------------|----|-------------------|

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE for 2012-2013-2014
CONSULTANT BROWN, MITCHELL & ALEXANDER, INC.

Construction Oversight Services
Construction Engineering and Inspection Services

Field OH **174.930%**
Office OH **174.930%**

Period of time for which rates are applicable: January, 2013 thru December, 2013

| <u>Classification</u> | <u>Raw Wage Rate</u> | <u>Audited OH Rate</u> | <u>Profit 12%</u> | <u>Regular Billing Rate</u> |
|---------------------------------|----------------------|------------------------|-------------------|-----------------------------|
| Principal Engineer | \$ 44.39 | \$ 77.66 | \$ 14.65 | \$ 136.70 |
| Project Engineer | \$ 34.35 | \$ 60.09 | \$ 11.33 | \$ 105.77 |
| Engineer I | \$ 27.23 | \$ 47.64 | \$ 8.98 | \$ 83.86 |
| Administration/Clerical | \$ 22.78 | \$ 39.86 | \$ 7.52 | \$ 70.16 |
| Resident Project Representative | \$ 24.75 | \$ 43.30 | \$ 8.17 | \$ 76.21 |
| Cadd Manager | \$ 25.97 | \$ 45.42 | \$ 8.57 | \$ 79.96 |
| Sr Cadd Technician | \$ 24.30 | \$ 42.50 | \$ 8.02 | \$ 74.82 |
| RLS II | \$ 30.23 | \$ 52.88 | \$ 9.97 | \$ 93.09 |
| Survey Crew Chief | \$ 16.08 | \$ 28.13 | \$ 5.30 | \$ 49.51 |
| Survey Crew Member | \$ 15.27 | \$ 26.72 | \$ 5.04 | \$ 47.03 |
| Survey Crew Member | \$ 14.94 | \$ 26.13 | \$ 4.93 | \$ 45.99 |

**2013 HOUR DISTRIBUTION / LABOR COSTS
 AMENDMENT ONE
 CONSULTANT: BROWN, MITCHELL & ALEXANDER, INC.**

Construction Oversight Services
Construction Engineering and Inspection Services
BEACHFRONT PROMENADE
CITY OF PASCAGOULA, MISSISSIPPI
STP-8961-00(006) LPA 106061701000

| POSITION TITLE | No. of Crews | TOTAL MONTHS OF CONSTRUCTION | | | | | | | | | | | | Sub Total Hours | Hourly Rate | Extension |
|-------------------|--------------|------------------------------|---|---|---|---|---|---|---|---|----|----|----|-----------------|-------------|-------------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | | |
| Principal Eng | NA | | | | | | | | | | | | 4 | 4 | \$ 136.70 | \$ 546.78 |
| Project Engineer | NA | | | | | | | | | | | | 40 | 40 | \$ 105.77 | \$ 4,230.90 |
| Engineer I | NA | | | | | | | | | | | | 41 | 41 | \$ 83.86 | \$ - |
| Admin/Clerical | NA | | | | | | | | | | | | 70 | 70 | \$ 70.16 | \$ 2,876.38 |
| Res Project Rep | NA | | | | | | | | | | | | 70 | 70 | \$ 76.21 | \$ 5,334.94 |
| Cadd Manager | NA | | | | | | | | | | | | 0 | 0 | \$ 79.96 | \$ - |
| Sr. Cadd Tech | NA | | | | | | | | | | | | 0 | 0 | \$ 74.82 | \$ - |
| RLS II | NA | | | | | | | | | | | | 0 | 0 | \$ 93.09 | \$ - |
| Survey Crew Chief | 1 | | | | | | | | | | | | 0 | 0 | \$ 49.51 | \$ - |
| Svy Crew Member | 1 | | | | | | | | | | | | 0 | 0 | \$ 47.03 | \$ - |
| Svy Crew Member | 1 | | | | | | | | | | | | 0 | 0 | \$ 45.99 | \$ - |

2013 Labor Subtotal (Regular) \$ 12,989.00

Councilman Taylor made a motion to approve Supplemental Agreement No. 1 with Brown, Mitchell & Alexander, Inc., regarding the Beach Promenade Project as recommended, contingent on MDOT approval, and authorize the Mayor to execute the related documents after approval has been received. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was a request to accept the award documents for the FY2013 Justice Assistance Grant (JAG) through the Department of Justice for \$11,613.00 with no match as recommended by Brent Gager, Police Department. They plan to use the funds to purchase Tasers with holsters, batteries, and cartridges (both training and duty).

Councilman Taylor made a motion to accept the award documents for the FY2013 Justice Assistance Grant (JAG) through the Department of Justice for \$11,613.00 with no match, as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The financial reports for the month of August 2013 were filed by the City Clerk and acknowledged by the City Council.

The next item for consideration was the renewal of the Employee Assistance Program (EAP) contract with Singing River Services as recommended by Brenda Germany, Human Resources Generalist. The renewal rate is \$3,500.00 (no increase from last year), and the contract period is from October 1, 2013, to September 30, 2014.

The contract is spread on the minutes as follows:

**PROPOSAL FOR
LIFE CARE PLUS SERVICES**

THIS AGREEMENT, made the ___ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF PASCAGOULA, (the Subscriber).

RECITAL
S

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately 268 employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER’S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services (“EAP Services”) from October 1, 2013, to September 30, 2014 (the “Contract Period”) for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an “emergency help line” telephone consultation service operated twenty- four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of- pocket expense and at no charge to the Subscriber’s insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such event, funds received pursuant to this agreement will be used to pay co-payments, if any.
 - d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.

- e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation in the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiary's problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding job or employer dissatisfaction to contact the Subscriber personnel manager or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.
- 5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

- 1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor;

said beneficiary must give written consent for such reporting to be shared with supervisor.

2. Quarterly reports regarding employee usage will be submitted to the Human Resources Director.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3,500.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.
3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.

2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement, the Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
5. Condition Precedent to Lawsuit: The thirty (30) day notice of breach as set forth in paragraph 4.b hereinabove is a condition precedent to the filing of an action in a court of law or equity.
6. Mississippi Law Controls: The laws of the State of Mississippi shall apply to all issues pertaining to this Agreement.
7. Costs of Litigation: The losing party in any litigation shall be responsible for all reasonable costs, including attorney fees and expenses incurred in conjunction with the resolution of such controversy or claim, but only to the extent allowed by law.
8. Hold Harmless:
 - a. The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross

negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.

- b. To the extent allowed by law, the Subscriber shall hold harmless and indemnify the Provider from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Subscriber’s gross negligence or willful misconduct in its interaction with the Provider.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the ___ day of _____, 2013.

SINGING RIVER SERVICES
TAX ID NO. 640 650 708

BY: _____
Sherman F. Blackwell,
II, Executive Director

CITY OF PASCAGOULA:

BY: _____
Joseph R. Huffman,
City Manager

Councilman Taylor made a motion to approve the renewal of the Employee Assistance Program (EAP) with Singing River Services as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was Amendment #19 to City of Pascagoula Employees’ Health Care Plan as recommended by Brenda Germany, Human Resources Generalist.

The amendment is spread on the minutes as follows:

**CITY OF PASCAGOULA
Employee Health Care Plan
Amendment #19**

The City of Pascagoula hereby amends the City of Pascagoula Employee Health Care Plan as follows:

Effective - October 1, 2013:

Page 5 – Utilization Review – Precertification is amended to read as follows:

PRECERTIFICATION

Hospital/Inpatient Surgery

All *hospital* admissions and *inpatient* surgeries (except those required due to *injury* or accident) are to be certified in advance of the proposed *confinement* or surgery (precertification) by the *Utilization Review Organization*, except for *emergencies*. The *covered person* or their representative should call the *Utilization Review Organization* prior to admission.

Covered persons should contact the Utilization Review Organization by calling: American Health Holding at 1-800-641-5566.

Emergency hospital admissions are to be reported to the *Utilization Review Organization* within seventy-two (72) hours following admission.

Group health plans generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a normal vaginal delivery, or less than ninety-six (96) hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable). In any case, plans may not, under federal law require that a provider obtain authorization from the Plan for prescribing a length of stay not in excess of the above periods.

Benefits payable for hospital confinement or inpatient surgeries shall be reduced by fifty percent (50%) if precertification is not obtained.

After admission to the *hospital*, the *Utilization Review Organization* will continue to evaluate the *covered person's* progress through *concurrent review* to monitor the length of *confinement* and *medical necessity* of treatment. If the *Utilization Review Organization* disagrees with the length of *confinement* recommended by the *physician*, the *covered person* and the *physician* will be advised. If the *Utilization Review Organization* determines that continued *confinement* is no longer necessary, additional days will not be certified. **Benefits payable for days not certified as medically necessary by the Utilization Review Organization shall be denied.**

However, in the event that a *retrospective review*, (a review completed after the event), determines that the hospitalization or surgery did not exceed the amount that would have been

approved had the precertification been completed, there will be no penalty assessed and the amount of any deductible and/or *coinsurance* will count towards the satisfaction of the *covered person's* maximum out-of-pocket expense.

Precertification from the *Utilization Review Organization* does not constitute *Plan* liability for any *pre-existing condition* charges during the *pre-existing condition* waiting period.

Home Health Care/Durable Medical Equipment

Precertification by the *Utilization Review Organization* is required for *home health care* and the purchase or rental of *durable medical equipment*. The *covered person* or their representative should call the *Utilization Review Organization* prior to the service or purchase or rental of equipment. **Benefits payable for *home health care* or the purchase or rental of *durable medical equipment* will be reduced by fifty percent (50%) if preauthorization is not obtained. Benefits payable for any services not certified as *medically necessary* or appropriate shall be denied.**

Page 71 – Definitions – Utilization Review Organization is amended to read as follows: *Utilization Review Organization*

The individual or organization designated by the *employer* for the process of evaluating whether the service, supply, or treatment is *medically necessary*. The *Utilization Review Organization* is American Health Holding.

These changes, as approved by the City of Pascagoula on the _____ day of _____, 2013, are effective October 1, 2013. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Councilman Taylor made a motion to approve Amendment #19 to the Group Health Plan document sections regarding Precertification and Utilization Review Organization to show American Health Holdings as the provider of these services effective October 1, 2013, as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

Next for consideration were proposals from The Mississippi Press for legal line ads and display advertising ads as recommended by Brenda Reed, Asst. City Clerk. This item was inadvertently left off the consent agenda, and the City Attorney recommended that it be considered at this time. The proposals are spread on the minutes as follows:

Legal Line Ads:

THE MISSISSIPPI PRESS

TO: City of Pascagoula
ATTN: Brenda Reed
RE: Legal Line Ad Rates for The Mississippi Press

Cost: .12/word for 1st insertion
.10/word for each additional insertion

*Prices are good from September 3, 2013, through September 2, 2014.

Dan Hunter
Sales and Marketing Manager

City of Pascagoula

Display Ads:

THE MISSISSIPPI PRESS

TO: City of Pascagoula
ATTN: Brenda Reed
RE: MS Press Display Advertising Rates

| Ad Size | Inches | Rate |
|-------------------------|--------|-----------------------------|
| 1/12 page (3.22" X 5") | 10" | \$12.24 per inch (\$122.43) |
| 1/8 page (4.87" X 5") | 15" | \$12.14 per inch (\$182.21) |
| 1/5 page (4.87" X 7.5") | 22.5" | \$11.99 per inch (\$269.96) |
| 1/4 page (4.87" X 10") | 30" | \$11.84 per inch (\$355.23) |
| 1/2 page (6.52" X 15") | 60" | \$11.15 per inch (\$668.79) |

These are the sizes that the City of Pascagoula uses the most. The rates quoted are for black and white ads.

Dan Hunter
Sales and Marketing Manager

City of Pascagoula

Councilman Taylor made a motion to approve the proposals from The Mississippi Press for legal line ads and display ads as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The following new business items were considered at this time:

The first item was a year-end budget amendment as prepared and recommended by Bobby Parker, City Clerk/Comptroller. Mr. Parker apologized for the late delivery of this item. Several members of the Council stated they needed additional time to consider the budget amendment; therefore, no action was taken on this item tonight.

The next item for consideration was a request to approve Mississippi State Contract #5-600-13963-13 for a Dex Imaging multi-function copier rental for the Narcotics Task Force as recommended by Stephen Newell, MIS Director. The copier machine is a Konica Minolta Bizhub C284 and the cost will be \$241.58/month. Printing costs are \$0.01/page for black and white prints and \$0.065/page for color prints. The agreement will be for five years.

Councilman Jackson made a motion to approve Mississippi State Contract #5-600-13963-13 with Dex Imaging for a multi-function copier rental for the Narcotics Task Force as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 9-17-13)

(A copy of the related documents is filed in the minute file of this meeting and incorporated herein by reference.)

The next item for consideration was the Order for the docket of claims as follows:

ORDER

WHEREAS, the attached docket of claims for the period of August 30, 2013, through September 13, 2013, has been presented to the City Council for allowance and approval; and

WHEREAS, the below claim numbers 08-02-01, 08-16-02, 08-30-03, and 08-04 have also been presented to the City Council for allowance and approval:

| <u>August 2, 2013</u> | | <u>Claim # 08-02-01</u> |
|-----------------------|----------------------|-------------------------|
| 010 | General Fund | \$ 473,651.24 |
| 400 | Pascagoula Utilities | 21,861.82 |
| 480 | Solid Waste Mgmt. | 555.89 |
| 093 | Hurricane Isaac | <u>1,593.03</u> |
| | Total | <u>\$ 497,661.98</u> |

| <u>August 16, 2013</u> | | <u>Claim # 08-16-02</u> |
|------------------------|----------------------|-------------------------|
| 010 | General Fund | \$ 464,397.69 |
| 400 | Pascagoula Utilities | 22,084.04 |
| 480 | Solid Waste Mgmt. | 555.89 |
| 093 | Hurricane Isaac | <u>199.13</u> |
| | Total | <u>\$ 487,236.75</u> |

| <u>August 30, 2013</u> | | <u>Claim # 08-30-03</u> |
|------------------------|----------------------|-------------------------|
| 010 | General Fund | \$ 460,434.87 |
| 400 | Pascagoula Utilities | 22,270.82 |
| 480 | Solid Waste Mgmt. | 555.89 |
| 093 | Hurricane Isaac | <u>362.05</u> |
| | Total | <u>\$ 483,623.63</u> |

| <u>Miscellaneous Claim</u> | <u>Claim # 08-04</u> |
|----------------------------|----------------------|
|----------------------------|----------------------|

| | | |
|------|---------------------|-------------------|
| 1000 | City Share FICA | \$ 71,898.55 |
| 1100 | City Share Medicare | 16,815.05 |
| 7000 | City Share PERS | <u>181,117.79</u> |
| | Total | \$ 269,831.39 |

WHEREAS, it appears that all of said claims are proper and should be allowed;

NOW, THEREFORE, IT IS ORDERED that all claims shown on said dockets are hereby allowed and approved for payment.

The above Order was introduced by Councilman Jackson, seconded for adoption by Councilman Taylor, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor then declared the Order adopted on the 17th day of September, 2013.

Councilman Hill made a motion to close the meeting to consider going into executive session. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.

Councilman Tadlock made a motion to go into executive session for the purpose of discussing a personnel matter regarding Joe Huffman, City Manager. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”, after which the Mayor announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

Councilman Jackson made a motion to end the executive session and return to open session. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.

No action was taken during the executive session.

General comments were made at this time. Councilman Jackson announced he will hold a meeting for Ward 2 residents on Monday, September 23, 2013, from 5:00-7:00 p.m. at

Arlington Heights Baptist Church. The City Attorney reminded the Council they will need to meet next week for a brief time to handle some year-end matters. The City Manager commented that he appreciates the City Council for their confidence in him and looks forward to working with them.

There being no further business to come before the Council at this time, Councilman Hill made a motion to recess until Wednesday, September 18, 2013, at 8:30 a.m. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

The meeting ended at 7:18 p.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
WEDNESDAY, SEPTEMBER 18, 2013, AT 8:30 A.M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Wednesday, September 18, 2013, at 8:30 a.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor H. J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilwoman Brenda Simkins
Councilman Larry Taylor
Councilman Scott Tipton

Councilman David Tadlock was absent - (arrived at 8:36 a.m.)

City Manager Joe Huffman
City Attorney Eddie Williams
Asst. City Clerk Brenda Reed

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Jackson and the pledge of allegiance was led by Councilman Taylor.

(Councilman Tadlock arrived at 8:36 a.m.)

The Council held a lengthy discussion regarding the prepared food tax matter. They recommended having a joint meeting with the Recreation Commission on October 1, 2013, to review the 2012 Comprehensive Parks and Recreation Master Plan, to discuss the prepared food tax issue and planning/strategy needs, etc. They also discussed the pros and cons of a one percent (1%) versus a two percent (2%) tax.

The Council requested that an educational session regarding bonds be scheduled in the near future on the process and how it works. The City Attorney advised he will contact a bond attorney and have him meet with the Council for an overview on bonds. After the educational session, Mayor Blevins stated the Council will need to make a decision on the prepared food tax. He also stated if the Council decides to move forward with a referendum that he would like to complete this by the end of March 2014. The City Attorney noted that a referendum requires a 60% vote in its favor to pass. General discussion followed. Councilman Tipton suggested that a short Power Point presentation would be beneficial to the new Council to indicate where the

hotel/motel tax funds have been spent. Councilman Jackson also asked that the Recreation Commission address the aquatic needs of the City.

Councilwoman Simkins reminded the Council of a Mississippi Main Street Association meeting on Tuesday, October 22, 2013, at 5:00 p.m. with Bob Wilson, Executive Director, and Stacy Pair, District Director. Councilwoman Simkins requested that any specific questions from the Council should be emailed to her in advance of the meeting.

Mayor Blevins recommended the educational session on bonds be scheduled for Tuesday, October 29, 2013, from 5:00 p.m.-7:00 p.m. Any questions from the Council on this topic should be emailed to the City Manager and/or City Attorney in advance of the meeting.

Councilman Simkins made a motion to close the meeting to consider going into executive session. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

Councilman Tadlock made a motion to go into executive session for the purpose of discussing potential litigation regarding the Belair Shopping Center. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE", after which the Mayor announced to the public and to those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

Councilman Hill made a motion to end the executive session and return to open session. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

No action was taken during the executive session.

Councilman Jackson commented on the Ingalls Day of Caring event scheduled for Saturday, October 5, 2013. The City Manager advised the City has submitted a list of several proposed projects to be considered.

Councilman Jackson commented on the Mississippi Natural Gas Vehicle Forum which will be held in Hattiesburg, MS, on Wednesday, October 16, 2013, from 9:00 a.m. – 1:00 p.m.

After a brief discussion, Mayor Blevins made a motion to authorize travel for Councilman Freddy Jackson to attend the Mississippi Natural Gas Vehicle Forum in Hattiesburg, MS, on Wednesday, October 16, 2013. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-18-13)

Councilman Jackson commented on the 70th Annual Membership Meeting of the Jackson County Chamber of Commerce which will be held on Thursday, October 10, 2013, at Pelican Landing in Moss Point, MS.

After discussion, Mayor Blevins made a motion to advertise the resources of the City of Pascagoula through the sponsorship of a table at the 70th Annual Membership Meeting of the Jackson County Chamber of Commerce on October 10, 2013. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 9-18-13)

There being no further business to come before the Council today, Councilman Hill made a motion to recess until Tuesday, September 24, 2013, at 8:30 a.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.

The meeting ended at 10:40 a.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 24, 2013, AT 8:30 A. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, September 24, 2013, at 8:35 a.m. Mayor Pro Tem Jackson called the meeting to order with the following officials present:

Mayor Pro Tem Freddy Jackson
Councilman Larry Taylor
Councilman David Tadlock
Councilwoman Brenda Simkins
Councilman Burt Hill
Councilman Scott Tipton

Mayor Harry J. Blevins was absent
City Manager Joe Huffman was absent

City Attorney Eddie Williams
Chief Deputy City Clerk Carol Groen
City Clerk/Comptroller Robert J. Parker

Mayor Pro Tem Jackson welcomed everyone to the meeting. Councilman Hill gave the invocation and the pledge of allegiance was led by Councilman Tadlock.

The first item to be considered tonight was Budget Amendment No. 13.48 for various funds to cover the first three months of the new term as recommended by Bobby Parker, City Clerk/Comptroller. This budget amendment is a reallocation of funds.

The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.48
September 17, 2013**

| | <u>Current Budget</u> | <u>Budget Amendment</u> | <u>Amended Budget</u> |
|----------------------|-----------------------|-------------------------|-----------------------|
| <u>GENERAL FUND</u> | - | - | |
| <u>Expenditures:</u> | - | - | |

| | | | |
|--|------------------|----------|------------------|
| <u>GENERAL ADMINISTRATION:</u> | - | - | |
| <u>TRANSFERS:</u> | | | |
| TRANSFERS TO HISTORIC PRES | - | 78,890 | 78,890 |
| <u>GRANTS ADMINISTRATION:</u> | | | |
| <u>Other Services & Charges:</u> | | | |
| CONSULTING SERVICES | 30,000 | (9,453) | 20,547 |
| HP-FREDERICK ST RAIL MATCH | 69,437 | (69,437) | - |
| <u>POLICE ADMINISTRATION:</u> | | | |
| <u>Supplies:</u> | | | |
| GAS & OIL | 192,378 | 35,000 | 227,378 |
| <u>Other Services & Charges:</u> | | | |
| AUTO MAINTENANCE SERVICES | 86,235 | 8,000 | 94,235 |
| <u>ADMINISTRATIVE BUREAU (POLICE)</u> | | | |
| <u>Personal Services:</u> | | | |
| SALARIES & WAGES | 803,483 | (8,000) | 795,483 |
| VACATION PAYOUT | 13,042 | (6,499) | 6,543 |
| <u>FIELD SERVICES (POLICE)</u> | | | |
| <u>Personal Services:</u> | | | |
| SALARIES & WAGES | 1,686,187 | (28,501) | 1,657,686 |
| Total Expenditures | 2,880,762 | - | 2,880,762 |
| Net Change in Fund Balance - | | | |
| General Fund | | - | |
| <u>HURRICANE ISAAC FUND</u> | | | |
| - <u>Revenues:</u> | | | |
| - <u>Grants:</u> | | | |
| - FEMA | - | 275,440 | 275,440 |

| | | | |
|---|----------------|---------------|----------------|
| Net Change in Fund Balance - Special Revenue Projects Fund | | (76,581) | |
| <u>CAPITAL PROJECTS FUND</u> | | | |
| <u>Expenditures:</u> | | | |
| <u>CAPITAL PROJECTS:</u> | | | |
| <u>Capital Outlay:</u> | | | |
| HISTORIC PATHWAY | 330,614 | 8,496 | 339,110 |
| Total Expenditures | 330,614 | 8,496 | 339,110 |
| Net Change in Fund Balance - Capital Projects Fund | | (8,496) | |
| <u>PASCAGOULA UTILITY FUND</u> | | | |
| <u>Revenues:</u> | | | |
| - | | | |
| <u>Charges For Services:</u> | | | |
| Service Charge - Water | 98,000 | 18,890 | 116,890 |
| Service Charge - Gas | 85,900 | 2,533 | 88,433 |
| Total Revenues | 183,900 | 21,423 | 205,323 |
| <u>Expenditures:</u> | | | |
| <u>WATER OPERATION & MAINTENANCE:</u> | | | |
| <u>Supplies:</u> | | | |
| WATER METER R/R | 40,000 | 18,890 | 58,890 |
| <u>GAS OPERATION & MAINTENANCE:</u> | | | |
| <u>Supplies:</u> | | | |
| GAS LINE R/M | 77,400 | 2,533 | 79,933 |

| | | | |
|--|---------|---------|-----------|
| Total Expenditures | 117,400 | 21,423 | 138,823 |
| Net Change in Fund Balance - | | | |
| Pascagoula Utility Fund | | - | |
| <u>FIRE AND POLICE DISABILITY & RETIREMENT FUND</u> | | | |
| <u>Revenues:</u> | | | |
| <u>TAXES:</u> | | | |
| AD VALOREM TAXES | 675,108 | 238,586 | 913,694 |
| Total Revenues | 675,108 | 238,586 | 913,694 |
| <u>Expenditures:</u> | | | |
| <u>DISABILITY & RELIEF FUNDING:</u> | | | |
| <u>Other Services & Charges:</u> | | | |
| MS RETIREMENT SYSTEM | 801,765 | 238,586 | 1,040,351 |
| Total Expenditures | 801,765 | 238,586 | 1,040,351 |
| Net Change in Fund Balance - | | | |
| Fire & Police D & R Fund | | - | |
| To amend the budget in order to reallocate budget provisions as needed. This is a cumulative amendment in accordance with the requirement under state law allowing only one amendment during the first three months of a new term | | | |

Councilman Tadlock made a motion to approve the budget amendment as presented and as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Taylor "AYE", Tadlock "AYE", Hill "AYE", Tipton "AYE", and Simkins "AYE". (Approved 9-24-13)

The next item for consideration was a request to approve payment of the final Group Health Plan claims run for FY 2013 by a manual check for \$30,886.26 to Lockard & Williams Insurance Services in order to qualify for re-insurance reimbursement of eligible claims incurred during the re-insurance contract year 10-1-2012 through 9-30-2013, as recommended by Brenda Germany, Human Resources Generalist.

After comments, Councilman Hill made a motion to approve payment of the final Group Health Plan claims run for FY 2013 by a manual check for \$30,886.26 to Lockard & Williams Insurance Services in order to qualify for re-insurance reimbursement of eligible claims incurred during the re-insurance contract year 10-1-2012 through 9-30-2013, as recommended. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Taylor "AYE", Tadlock "AYE", Hill "AYE", Tipton "AYE", and Simkins "AYE". (Approved 9-24-13)

(A copy of the related document is filed in the minute file of this meeting and incorporated herein by reference.)

There being no further business to come before the Council at this time, Councilman Hill made a motion to adjourn. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Taylor "AYE", Tadlock "AYE", Hill "AYE", Tipton "AYE", and Simkins "AYE".

The meeting ended at 8:45 a.m.

APPROVED:

Freddy Jackson, Mayor Pro Tem

ATTEST:

Carol Groen, Chief Deputy City Clerk



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

Agenda Topic: Acknowledge Main Street minutes of July 15 and August 5, 2013 meetings.

Attach additional information as necessary

Action Requested:

Acknowledge

- | | | | | |
|---------------------------------------|------------------------------|--|---------------------------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <input type="checkbox"/> Utility Fund | |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <input type="checkbox"/> Grant | |
| | | | <input type="checkbox"/> Other | |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
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Main Street Board Meeting

July 15, 2013

The July meeting of the Main Street Board was called to order at the Main Street Office in the Depot on Yon Street by Main Street President Joe Stout. Director Rebecca Davis distributed agendas.

In attendance were: Joe Stout, Herman Smith, Rebecca Davis, Janis Langston, Michele Coats, Belinda Dammen, Charlie Latady and Liz Ford (late).

Upcoming events were briefly reviewed:

- Farmers Market July 27th
- Sales Tax Holiday July 26 and 27

Cruising Market Street was briefly discussed and it was decided this would be a function of the Promotions Committee. Rebecca will talk with Mr. Poole as well as getting the car club involved.

As an effort to get awareness of the Main Street District, window clings have been suggested. Rebecca will check on prices and advise at the August meeting.

Locations for downtown bike parking were discussed and Charlie Latady suggested the west side of Paradise Grill, as well as the west side of Scrantons. This item will be turned over to the Design Committee to be more fully developed.

Rebecca announced the Gulf Coast Regional Planning Team highly recommended we have an Urban Design Guide which will be used as a tool for developers. The Biloxi guidelines have more in common with us than others in the state. It will be reviewed by the Design Committee.

There will be a conference on Business and Entrepreneur Development in New Albany September 17 and 18. All Board members are encouraged to attend.

It was decided the Mayor and Councilmen will be invited to the 05 August meeting of the board. Michele Coats and Rebecca are preparing a packet of

Main Street Board Meeting

July 15, 2013

everything that Main Street does, and Tomeka Durr, with Mississippi Power Company, will format it for distribution to the Mayor and Council.

Herman Smith, on behalf of Merchant & Marine Bank, will put up the deposit for the carriages for Downtown for the Holidays.

A lighthouse ornament was given to the Mayor and each of the outgoing Councilmen.

Charlie Latady announced the Men's Club will have their 2nd Annual Inshore Tournament on September 7th at Lighthouse Park. There will also be food available, and door prizes are needed.

Rebecca reminded everyone that Bob Wilson - State Main Street Director, Stacy Pair - Southern District Main Street Director, Randy Wilson- Main Street Architect, Ben Muldrow- Consultant for Main Street, will be in Pascagoula on Tuesday the July 23rd for follow-up visit and will also be available for consultation.

There being no further business the meeting adjourned at 5 PM. The next meeting will be on Monday 05 August at 4 PM.

Liz Ford, Secretary

Main Street Board Meeting

July 15, 2013

Main Street Board Meeting

August 5, 2013

The August meeting of the Main Street Board was called to order at the Main Street Office in the Depot on Yon Street by Main Street President Joe Stout.

Main Street Board members in attendance were: Joe Stout, Herman Smith, Rebecca Davis, Janis Langston, Michele Coats, Charlie Latady, Belinda Dammem, Frank Corder and Liz Ford.

Also attending were: Councilmen Larry Taylor and Scott Tipton, City Manager Joe Huffman and Community & Economic Development Director Jen Dearman.

Joe Stout welcomed everyone and explained the meeting was basically a 'meet and greet.' Rebecca Davis welcomed everyone and welcomed Frank Corder back to the Main Street Board. Joe credited Frank with helping in the early days of Main Street, and said we want to join forces as we are all on the same team - working for Pascagoula Progress.

Handbooks, which are a guide to where we want to be, as well as what has been accomplished, were then distributed.

Following a short introduction by everyone around the table, Joe Huffman said some members of Council could not attend as several were out of town.

Councilman Scott Tipton asked about goals for the next year. Joe Stout said we are constantly stretching for awards, façade improvements, streetscapes, and we would really like to do something with the train situation.

Joe Huffman said regarding the back up of trains, the railroad said to let them know when this occurred. Regarding the sound situation, the city and private individuals are working to resolve this issue. They are trying to get a model and the data together.

Councilman Tipton asked about façade grants. Jen Dearman explained there were not any available at this time, and explained the tax abatement program. Liz Ford told about the availability of historic tax credits. If a commercial

Main Street Board Meeting

August 5, 2013

building was constructed prior to 1936, even if it is not on the National Register of Historic Places, it could possibly be eligible for tax credits.

Joe Stout said trying to get empty buildings filled is an objective - there are several available downtown now.

Joe Huffman said he knows it was a significant investment and it took initiative to remove the Brumfield's building. The proactive action is appreciated. Joe Stout said the estimate to repair the Isaac damage alone was \$250,000.00. They are now waiting on appraisals and it is time to do something different.

Herman Smith said there are some very good dedicated people who have been involved with Main Street since the beginning. Some have moved on to other things. We are fortunate to have a good director who is recognized statewide. Look back 5, 10, 15 years ago, and see how far the city has come. Main Street is looking at the city for help - we want a good working relationship.

Frank Corder added the people sitting here are the people who get things done. They take a real interest in Downtown Pascagoula.

Other comments by Board Members included:

Pascagoula needs an approach to business to find a way to help them. We do not have a good reputation of overcoming obstacles.

A 'can do' attitude is needed.

Design standards are needed.

Michele Coats asked the Council look at the handbook, and objectives. Please let us know if this is the direction we want to go - we all need to be on the same page.

There being no further business the meeting adjourned at 4:20 PM.

Liz Ford, Secretary

Main Street Board Meeting

August 5, 2013



AGENDA ITEM REQUEST FORM

Meeting Date: 10/01/2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: 141st Meeting of Strategic Plan Steering Committee August 15, 2013, Minutes

Attach additional information as necessary

Action Requested:

Acknowledge Minutes as presented.

| | | | | |
|---------------------------------------|------------------------------|--|-------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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STRATEGIC PLAN STEERING COMMITTEE

141st Meeting (73rd AK)

Community Development Meeting Room

15 August 2013

The 141st meeting of the Strategic Plan Steering Committee was called to order at 4:35 PM by Chairman Richard Lucas.

Committee members in attendance: Chairman Lucas, Ann Pickett, Doug Adams, Mike McElhaney, Liz Ford, Drew Estabrook, and Wesley Smith

Excused committee members not in attendance: Alice Walker, Etienne Melcher, Pat Keene, Jim McIngvale, Sara Jim Boykin, and Hanson Horn

Committee members not in attendance: Amy Brandenstein

Ex Officio: Mike Mangum, Jackson County Board of Supervisors President, Beth Meyer, Grants Administrator, and Joe Huffman, City Manager

Chairman Lucas welcomed everyone in attendance.

Vacancy

Another position is vacant with the resignation of Darlene Wixon. Because it is a committee appointment, the application process will be reopened. Liz will contact each of the previous applicants by email to ascertain if they are still interested in the position, and candidates will be solicited. The replacement will be voted on at the next meeting.

Top Initiatives Review and Update

The 2010 Plan was reviewed line by line. Jen, Richard, and Liz will develop a document which will be emailed to all members updating the top initiatives from the 2010 Plan.

Reports from Commissioners:

Recreation – Mike McElhaney

- The *Sun Herald* had an article with photographs about the Point Project. When construction begins, the Point will be closed for approximately five months.
- The Lowry Island Project is in the early stages and includes a dry storage unit. The Scranton Museum is open on Fridays and Saturdays.

- Gautier will vote on food and beverage tax on the 27th of August. Hopefully Pascagoula will have the opportunity to vote on the issue soon.

Planning Commission – Wesley Smith

Three items came before the commission, none of which had objections, and all of which were approved:

- Request for special use for a cleaning business on Jackson Avenue,
- Height variance for a new house on Beach Boulevard, and
- Rezoning of Orchard Road east of Louise Street from single family to small commercial.

Projects Update- Jen Dearman – attached

Other Reports:

Mississippi Maritime Museum – Pat Keene (Liz reported)

- The name has changed from The Mississippi Maritime and Warship Museum to the Mississippi Maritime Museum (MMM). The logo has also been changed.
- Another field day cleanup was held for the Math and Science Building. So far three dumpsters have been filled and around \$2500 has been raised from sale of items.
- Some folding chairs, lab countertops, and desks are still available.
- MMM is waiting for MDAH approval regarding the removal and sale of lockers.
- Band hall has been inspected and working on plans and cost estimates to convert a portion into office space.
- Electricity will be hooked up soon.
- USM interns will arrive in late September to begin categorizing items, etc. The MMM is looking for temporary office space from which the USM interns may work.
- Work items include grant applications, contacting legislators for funding, and a soon to be announced local campaign.
- Some Ingalls' ship models have been placed in the band hall, and over one half of the 500 year old Hasty Oak, which fell in Ocean Springs recently, has been brought over. There are many plans for the approximately 13,000 pounds of wood.

Mike Mangum

- A \$15,000 match for the City's Safe Routes to School program is on the Jackson County Board of Supervisor's agenda.
- The County hopes to be out for bids on the new jail within 90 days.

Upcoming Events

- Bactoberfest, a family oriented fundraiser for the Gulf Coast Symphony, will be on the 19th of October at the Pascagoula Riverfront site.
- Emerge will have a social on the 24th of October on the roof of the parking garage.

Chairman Lucas thanked Beth Meyer for staying late to attend the meeting and reminded everyone the next meeting will be on the 19th of September at the Senior Center. The Mayor and Council have been invited to attend.

There being no further business the meeting adjourned at 5:50 PM.

Liz Ford, note taker



AGENDA ITEM REQUEST FORM

Meeting Date: 10-1-2013

Submitting Department or Individual: Pascagoula Redevelopment Authority

Contact Name: Lalinda Grace

Phone: 228-938-2352

Agenda Topic: Pascagoula Redevelopment Authority Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes of PRA 8-8-2013 meeting.

| | | | | |
|---------------------------------------|------------------------------|--|-------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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REGULAR MEETING PASCAGOULA REDEVELOPMENT AUTHORITY

THURSDAY, AUGUST 8, 2013 AT 10:00 A.M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The Pascagoula Redevelopment Authority met at City Hall in a regular meeting on Thursday, August 8, 2013, at 10:00 AM. James Estabrook, Chairman, called the meeting to order at 10:03 AM with the following present:

Chairman, James Estabrook
Secretary/Treasurer, Alice Walker
Board Member, Henry Fox
Board Member, Jackie Grimes

Executive Director, Jen Dearman
Director of Expansion and Asset Development JCEDF, Harry Schmidt
Economic Development Specialist, LaLinda Grace
Jerry St. Pe

Alan Sudduth was absent.

PRA Chairman Estabrook welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meeting held on July 16, 2013, as recommended by Alice Walker, Secretary/Treasurer.

After review, Fox moved to approve and adopt the minutes. The motion was seconded by Walker.

All present Board members were in favor.

The financial report of the PRA was received and reviewed.

After review, Walker moved to accept the financial report. The motion was seconded by Grimes.

All present Board members were in favor.

The next item for discussion was the Delmas Avenue building request for proposals for potential tenants.

After discussion, Walker made a motion to offer a lease on the building to Lisa Catchot at the current lease rate of \$352.00 per month for 18 months with a maximum increase of 25% after lease expiration and requiring quarterly updates to the Board to include balance sheets and income statements. The motion was seconded by Fox.

All present Board members were in favor.

The next item for consideration was the Delmas Avenue building.

Two quotes were received on the project for interior construction: \$42,000.00 from Cox Contractors and \$19,340.00 from Mark Rogers Construction. After discussion, Walker made a motion to authorize Jen Dearman to accept the lowest quote for interior construction subject to bonding and insurance requirements. The motion was seconded by Grimes.

All present Board members were in favor.

The next item for consideration was the Delmas Avenue building.

Two quotes were received on the project for electrical repairs: \$8,050.00 from Merlin Wagner's Contracting and \$12,650.00 from J & R Electric Service. After discussion, Fox made a motion to authorize Jen Dearman to accept the lowest quote for electrical repairs subject to bonding and insurance requirements. The motion was seconded by Walker.

All present Board members were in favor.

The next item for consideration was the PRA attorney for general legal representation.

After discussion, Walker made a motion to engage Julie Jarrell Gresham and the Brunini firm as legal counsel for the PRA. The motion was seconded by Grimes.

All present Board members were in favor. The contract between Brunini and the PRA is spread on the minutes as follows:



JULIE JARRELL GRESHAM
E-mail: jgresham@brunini.com
Direct: 228.435.8311

Suite 401
727 Howard Avenue
Biloxi, Mississippi 39530
Telephone: 228.435.1198

Post Office Box 127
Biloxi, Mississippi 39533-012
Facsimile: 228.435.0639

August 7, 2013

Via Email (hschmidt@icedf.org) and U.S. Mail

Mr. Harry J. Schmidt
Director, Expansion and Asset Development
Jackson County Economic Development Foundation, Inc.
Post Office Drawer 1558
Pascagoula, Mississippi 39568

Re: Pascagoula Redevelopment Authority - General Legal Representation

Dear Harry:

Thank you for selecting this firm to provide general legal representation to the Pascagoula Redevelopment Authority (hereinafter referred to as "Authority"). Our client in this engagement will be the Authority and the scope of this representation will involve our providing general legal services to the Authority as requested, including but not limited to attendance and participation in select Authority Board meetings. We have not been retained to provide legal services to or for any individual members of the Authority, nor for any other person or entity. Further, our engagement on behalf of the Authority is limited to performance of services related to this general representation.

The Authority is aware that the firm represents many other companies and individuals. Therefore, it is possible that during the time in which we are representing the Authority, some of our present or future clients will have disputes or transactions with the Authority, or matters in which the Authority is an adverse party. The Authority agrees that we may continue to represent, and may undertake in the future to represent, existing clients, including, without limitation, BP Exploration and Production, Inc., Chevron Pascagoula Refinery, Huntington Ingalls Industries, Inc. and their affiliates, and new clients, in any matter that is not substantially related to our representation of the Authority in this matter, even if the interests of such clients in those other matters are directly adverse.

I will have primary responsibility for representation of the Authority in this matter, and I may utilize other firm lawyers and legal assistants as we believe appropriate in the circumstances. It is my understanding that the Authority has the authority to communicate with and direct Brunini, Grantham, Grower & Hewes, PLLC on behalf of the Authority in this matter. We will provide legal counsel to the Authority in accordance with this letter and in reliance upon information and guidance provided to us.

Mr. Harry J. Schmidt

August 7, 2013

Page 2

As we discussed, we have agreed to perform certain legal services, including attending select Authority Board meetings at no charge to the Authority. In situations where the Authority has agreed to pay for our legal services, our fees will be based primarily on the amount of time spent on behalf of the Authority. Each lawyer has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended, measured in quarters of an hour, will be the initial basis for determining the fee. My time will be billed at \$225 per hour. Taylor McNeel's time will be billed at \$185 per hour. Our billing rates are adjusted from time to time. Our statements will reflect the hourly rates in effect when the services are rendered. Also, please be advised that if other attorneys in our firm are required to handle or assist on a matter that requires a particular practice focus such as, but not limited to, tax law, such rates may be billed at a rate different from those of the individuals described above. The Authority will have an opportunity to review and approve such higher rates before work commences.

We typically incur costs in connection with legal representation. In addition to fees for services, the Authority agrees to pay the expenses we incur in representing it in this matter. Expenses such as travel expenses (not for mileage to attend regular meetings), parking, filing fees, court reporter fees, charges for transcripts, and fees and expenses of accountants or other experts or consultants retained on behalf of the Authority, with its consent, generally will be billed at our actual costs. Expenses such as in-house copying, on-line computerized research, long-distance telephone, facsimile transmissions, mileage (not for mileage to attend regular meetings), additional personnel retained on a contract basis to assist in the matter, staff overtime required to meet short deadlines, and messenger services will be charged at rates that we establish. Those rates may be based upon a number of factors, including our direct and indirect costs (which, because of our arrangements with our vendors, may not be allocable directly to specific matters), administrative costs, and overhead. For significant expenditures, such as expert fees and expenses, large copying projects, or significant court reporting fees or transcript charges, we may forward statements to you for payment by the Authority directly to the vendor. The Authority also agrees to pay the charges for copying documents for retention in our files.

Unless otherwise directed, we understand that our statements for services rendered and expenses incurred on behalf of the Authority should be submitted to you at the address set forth above. Statements will normally be submitted monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than sixty days, we may suspend performing services for the Authority until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the rate of eight percent (8%) per annum (or the maximum rate allowed by Mississippi law, if lower) on any unpaid amounts sixty or more days past due.

The fees and costs to be incurred by the Authority are not entirely predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be involved in this representation. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. It

Mr. Harry J. Schmidt
August 7, 2013
Page 3

is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of a particular matter or issue.

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional conduct and to any rule of court that may require us to obtain the permission of the court to withdraw as counsel of record to the Authority. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the interests of the Authority in this matter pending its retention of successor counsel and, if it so requests, we will suggest possible successor counsel. The termination of the engagement will not affect the Authority's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, the papers and property of the Authority will be returned to it promptly upon receipt of payment for outstanding fees and costs. We will retain our own files pertaining to this matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of our lawyers.

We very much appreciate the opportunity to represent the Pascagoula Redevelopment Authority. If you have any questions about the provisions set forth above, or if you would like to discuss possible modifications, please do not hesitate to call me. However, if the terms of engagement, as described above, are satisfactory to the Authority, please sign and date the enclosed copy of this letter and return it to me. You may retain the original for your files. When you sign this letter, it becomes a contract between our firm and the Authority. Again, we appreciate the opportunity to work with you in this matter.

Sincerely,

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC



Julie Jarrell Gresham

JJG:kb
Enclosure

AGREED:

Pascagoula Redevelopment Authority

Date: 8/21/13

By: 

There being no further business to come before the Board, Walker moved to adjourn the meeting until September 13, 2013 at 10:00 AM. The motion was seconded by Fox.

All present Board members were in favor.

The meeting ended at 11:45 AM.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

Agenda Topic: Krebs Cemetery Tour committee requests to put a sign on the North and South sides of Hwy 90 in the grassy area to advertise the upcoming cemetery tour on October 30, 2013.

Attach additional information as necessary

Action Requested:

Approval

- | | | | | | |
|---------------------------------------|------------------------------|--|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

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AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Haunted House Signs

Attach additional information as necessary

Action Requested:

Approve request to put out Haunted House signs (political size) for two weeks prior to the event at various intersections and public locations. The Haunted House is hosted by the Parks & Recreation Dept. at the Pascagoula Recreation Center from October 19, 20, 26, 27 & 31st, 7-10 pm.

| | | | | |
|---------------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Purchasing

Contact Name: Amy Thompson

Phone: 938-6722

Agenda Topic: Amend Pest Control Service Agreement with OI'Magnolia Pest Control

Attach additional information as necessary

Action Requested:

Approve amendment to Pest Control Service Agreement with OI'Magnolia Pest Control - Add two (2) pods (Operations - Building A & Code Enforcement - Building B) to service agreement for an additional fee of \$12.50 per month. This will increase the monthly service fee to \$200.00 per month. Original monthly fee is \$187.50 per month.

| | | | | |
|---------------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

For grants and contracts, attach two (2) originals for Mayor or Manager's signature

For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature

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Amendment 2

Date of Issuance: October 2, 2013
Contract: Pest Control Service Agreement
Owner: City of Pascagoula
Date of Contract: February 14, 2013
Contractor: Ol' Magnolia Pest Control
1917 Tucker Ave, Pascagoula, MS 39567

The Contract Documents are modified as follows upon execution of this Amendment:

Description: Add two (2) buildings to Pest Control Service Agreement and increase monthly fee
Attachments: Original contract and Amendment #1

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$187.50 monthly

Increase resulting from this Amendment:
\$12.50 monthly

Contract Price incorporating this Amendment:
\$200.00 monthly

CHANGE IN CONTRACT:

Add two (2) buildings to Pest Control Service Agreement:
Two (2) Pods (Operations – Building A & Code
Enforcement – Building B)

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Accepted:

By: _____
City of Pascagoula

Date: _____

Accepted:

By: _____
Ol' Magnolia Pest Control

Date: _____



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Parks & Recreation

Contact Name: Darcie Crew

Phone: 938-2357

Agenda Topic: Extend Annual Bid #323 - Portable Restrooms

Attach additional information as necessary

Action Requested:

Council's approval to extend annual bid for Portable Restrooms with United Site Services of Gulfport, MS. Prices are (1-7 units) 1x week - \$50.00, (1-7 units) 2x week - \$85.00, (2-10 units) per day \$47.00, (2-10 units) per 2 days - \$69.00, (2-10 units) per 3 days \$91.00, (2-10 units) per 4 days-\$113.00, plus \$3.00 location charge. Contract dates are September 19, 2013 through September 18, 2014. The attached letter signed by the vendor is considered the contractual commitment.

| | | | | | | | |
|---------------------------------------|-----|-------------------------------------|----|-------------------------------------|--------------------------|-------------------------------------|--------------|
| Budgeted Item | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> | General Fund |
| Contract Required | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Utility Fund | |
| Mayor or Manager's Signature Required | Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant | |
| | | | | | <input type="checkbox"/> | Other | |

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Monday, September 23, 2013

Ms. Erin Lyons
United Site Service of MS, LLC
2803 33rd Street
Gulfport, MS 39501

Re: Extension of Annual Bid #323-Portable Restrooms

Dear Ms. Lyons:

The Annual Bid #323 for Portable Restrooms the City of Pascagoula has with your company expired on September 18, 2013. As you know your contract has in place a one (1) year extension at the current prices: \$50.00 for 1-7 units for one (1) week, \$85.00 for 1-7 units for two (2) weeks, \$47.00 per day for 2-10 units, \$69.00 per two-days for 2-10 units, \$91.00 per three-days and \$113.00 per four-days for 2-10 units, plus \$3.00 location charge.

The extension shall be good for a period of twelve months, starting September 19, 2013 continuing through September 18, 2014. If you are in agreement with this extension, please sign the concurrence line below indicating that you are in agreement and return this document via mail, fax and/or email to me on or before October 4, 2013.

If you have questions, please give me a call. The telephone phone number is 228-938-6722, fax number is 228-938-6790 and my email address is athompson@cityofpascagoula.com. Your prompt attention is appreciated.

Sincerely,
CITY OF PASCAGOULA

Amy Thompson
Purchasing Agent

CONCURRENCE:


United Site Service of Mississippi, LLC.

Gaetano D'Anna, Manager

Date

9/23/13



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Police Department

Contact Name: Kenny Johnson

Phone: 938-6688

Agenda Topic: Vehicle Maintenance & Repair Service Agreement with Bob's Garage and Body Shop

Attach additional information as necessary

Action Requested:

Council approval to award Vehicle Maintenance & Repair Service Agreement with Bob's Garage for 1 year beginning 10/02/2013 through 10/01/2014 with 1 year renewal options with rates as defined in the agreement. Authorize City Manager to execute agreement.

| | | | | |
|---------------------------------------|---|-----------------------------|-------------------|--|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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**VEHICLE MAINTENANCE AND REPAIR
SERVICE AGREEMENT
BETWEEN**

**THE CITY OF PASCAGOULA & BOB'S GARAGE AND BODY SHOP
FED ID NO: 64-0884591 – STAE ID NO: 030-14562-7 - BUSINESS LICENSE NO: 08-143**

The **City of Pascagoula** hereby enters into a vehicle maintenance and repair service agreement with **Bob's Garage** located at 5003 Chicot St, Pascagoula, MS 39581 to service City vehicles with weight of one (1) ton or less.

This service agreement shall be for a one-year (12 month) period beginning the day after Council approval. This agreement shall also contain an optional one-year (12 month) continuous renewal as long as both parties agree to the terms set forth and after Council approval of new terms and conditions. The renewals shall make provisions for increases due to economic changes.

Agreement terms and conditions:

1. One-year (12 months) service agreement with prices remaining the same for the entire period.
2. Continuous One-year (12 month) renewal options with provisions for price changes (increase or decrease) after mutual agreement and Council approval.
3. Labor rate for mechanical maintenance and repair will be \$42.00 per hour and will be based on Mitchell International and/or Motor Alldata latest editions of labor estimating guide.
4. Service B Level Maintenance (see attached detailed list) will be provided for \$32.00. (Please note that this is for all units requiring a seven (7) quart oil change.)
5. Labor rate for body work will be charged at the ongoing labor rate: body and refinish at \$46.00 per hour.
6. Parts jobber plus percentage rate: Parts will be based on jobber cost plus a fixed percentage mark-up of 15%.
7. Towing and Recovery Service for disabled city vehicles will be provided at \$35.00 within the city limits. Beyond 10 miles outside city limits will be \$85.00.
8. There will be no mark-up on any necessary sublet repairs.
9. All maintenance must be completed within 24 hours of receiving vehicle. All repairs must be completed within 72 hours of receiving vehicle, with the exception of emergency

vehicles for Police and Fire must be completed in no more than 48 hours. Any extension of time must be approved by supervisor.

10. Invoicing shall consist of an itemized detail listing of parts and labor required to maintain or repair vehicles.

The City of Pascagoula reserves the right to cancel this service agreement due to vendor poor performance or breach of agreement, upon giving a thirty (30) day written notice.

CITY OF PASCAGOULA

BOB'S GARAGE & BODY SHOP

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name:

Date:

Date:



TABULATION SHEET

Automotive Maintenance and Repairs

Open Date - Friday, September 13, 2013 @ 2:00 PM

| <u>Vendor</u> | <u>Mechanical Maint Rate</u> | <u>Service Maint Rate</u> | <u>Body Work Rate</u> | <u>Parts Jobber</u> |
|-----------------|----------------------------------|---------------------------|---------------------------|-------------------------|
| Bob's Garage | \$42/hour | \$32.00/7qt | \$46/hour | 15% |
| Byrd Automotive | \$49.95/hour | 39.95/6qt | \$42/hour | 20% |
| Clark's | \$61/hour | 29.95/5qt | N/A | 15% |



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

Agenda Topic: Depot Facility Agreement

Attach additional information as necessary

Action Requested:

Approve agreement

| | | | | | |
|---------------------------------------|------------------------------|--|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

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REVISED FACILITY USE AGREEMENT

This Agreement sets forth the terms and conditions associated with the use of the City of Pascagoula Main Street facilities. The terms of this Agreement are not subject to alteration unless agreed to in writing signed by both parties. This agreement must be reviewed annually by both the Singing River Art Association (SRAA) and the City of Pascagoula (City). The Main Street Director (MSD) shall be the City's representative in this Agreement. This revised agreement replaces and supersedes all prior agreements.

Facility Requested: Jolly McCarty Historic Depot (Facility)

Agreement Period: October 15, 2013 through October 14, 2014

Association Making Request: Singing River Art Association

SRAA Responsibilities/Guidelines:

1. The SRAA shall notify MSD of all event dates and times at least one month prior to the start of the event. An annual event schedule shall be provided to MSD. Any changes made to the schedule must be provided in writing to MSD no later than 30 days prior to an event.
2. The SRAA shall report any maintenance problems to MSD no later than the morning after the problem is first noted by the SRAA. MSD will then place a work order for the problem to be corrected as soon as possible.
3. All changes or improvements made to the Facility must be requested in writing and approved by the MSD prior to any action being taken by the SRAA.
4. The SRAA will report all accidents or injuries requiring medical assistance to the MSD in writing within 48 hours of the incident.
5. All signs to be placed on fences or buildings must be approved by the City Council.
6. Any classes that will be held at the Facility will be scheduled according to the instructor agreement in consultation with the SRAA and MSD.
7. For any classes held at the Facility, the City will receive a percentage of instructor fees which will be determined by the MSD and SRAA.
8. Any artwork sold at the Facility will be subjected to a 10% consignment fee to be collected by the SRAA and remitted to the City.
9. Each artist must sign an agreement with the SRAA before any artwork can be brought to the Depot for sale. The standard artist agreement must be approved by the MSD. If and

when any changes are made to this standard agreement, the SRAA is to notify MSD for approval.

10. The City will not be responsible for items left at the Facility for sale. The artists are responsible for picking up their items at least 72 hours before landfall of any named storm system that endangers the Mississippi Gulf Coast area.

City Responsibilities:

1. The City will provide a safe and clean Facility for the SRAA meetings and events.
2. The City will allow the SRAA to use the Facility for meetings and registration at no cost as long as the meetings are held within business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. MSD shall be notified one month in advance of any event that will take place after business hours.
3. If the Facility is used after regular business hours of operation, it must be cleaned by the SRAA.
4. The MSD will serve as a liaison on the SRAA Board of Directors.
5. The City will empty trash barrels at the Facility on Mondays and Fridays. Special events and other functions requiring extra trash removal must be approved by the MSD.
6. The City will pay all utilities for the Facility.
7. The City may charge the SRAA a fee for repair of damages to the Facility caused by the negligence of the SRAA or its invitees. The SRAA may also be charged for items lost or damaged such as locks or equipment.

MSD is here to assist the SRAA in any way to make the use of the Facility a success. SRAA must keep the MSD informed of any other needs the SRAA may have in connection with the use of the Facility.

The City reserves the right to terminate this Agreement at any time with a 30-day written notice to the SRAA.

Singing River Art Association

By: _____
President/Chairperson
_____ Date
_____ Phone Number
Mailing Address

City of Pascagoula

By: _____
Main Street Director
_____ Date
_____ Phone Number
Mailing Address



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Purchasing/City Clerk

Contact Name: Amy Thompson/Brenda Reed

Phone: 938-6722

Agenda Topic: Amend HVAC Maintenance Agreement with Diamond Heating & Cooling Services, Inc.

Attach additional information as necessary

Action Requested:

Approve amendment to HVAC Maintenance Agreement with Diamond Heating & Cooling Services, Inc. to remove Operations Trailer and add two (2) pods (Operations - Building A & Code Enforcement - Building B) at no additional cost. Amendment and copy of original contract attached.

| | | | | |
|---------------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6790

August 9, 2013

Diamond Heating & Cooling Services, Inc.
Attn: Donald Mitchell
P.O. Box 729
Satsuma, AL 36572

Re: Extension of Services Agreement for Building Maintenance Agreement

Dear Mr. Mitchell:

The current agreement with your company and the City of Pascagoula is due to expire September 30, 2013.

The current agreement is renewable for two one-year periods. If you wish to renew the maintenance agreement for an additional year at the proposed "Year 5" amount of \$83,010.00 as stated in the original agreement, the contract dates will be **October 1, 2013 through September 30, 2014**. Please sign the concurrence line below indicating that you are in agreement and return this document via mail and/or fax to me on or before August 23, 2013.

If you have questions, please give me a call. The phone number is 228-938-6722 and the fax number is 228-938-6790. Your prompt attention is appreciated.

Sincerely,

Amy Thompson
Purchasing Agent

CONCURRENCE: Donald Mitchell 8-12-13
Diamond Heating & Cooling Services, Inc. Date



Amendment 1

Date of Issuance: October 2, 2013
Contract: HVAC Maintenance Agreement
Owner: City of Pascagoula
Date of Contract: October 1, 2009
Contractor: Diamond Heating & Cooling Services, Inc.
4916 Oak Circle Drive N, Mobile, AL 36609

The Contract Documents are modified as follows upon execution of this Amendment:

Description: Remove Operations Trailer and add two (2) Pods (Operations-Building A & Code Enforcement-Building B) to HVAC Maintenance Agreement at no additional cost.

Attachments: Original contract

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$83,010.00 yearly

CHANGE IN CONTRACT:

Remove Operations Trailer and add two (2) Pods
(Operations-Building A & Code Enforcement-Building B)
to HVAC Maintenance Agreement

No increase resulting from this Amendment:

Contract Price incorporating this Amendment:
\$ 83,010.00 yearly

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Accepted:

By: _____

City of Pascagoula

Date: _____

Accepted:

By: _____

Diamond Heating & Cooling Services, Inc.

Date: _____



DIAMOND HEATING & COOLING SERVICES, INC.
BUILDING MAINTENANCE AGREEMENT

Customer: City of Pascagoula
Pascagoula, Mississippi

Agreement #: MF04-011

Diamond Heating & Cooling Services, Inc. will provide the services described in the maintenance program and schedules indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance agreement pages.

MAINTENANCE PROGRAM: FULL MECHANICAL MAINTENANCE

Service coverage will begin on October 1, 2009 (date). The Agreement annual price is (see Special Services/Provisions page).

payable monthly
bi-monthly
quarterly
semi-annually
annually

SCHEDULES INCLUDED:
[X] - Inventory of Equipment
[X] - Air Filter Service
[X] - Water Treatment Service
[] - Energy Management
[X] - Special Services/Provisions

This Agreement sets forth all of the terms and conditions binding upon the parties hereto and no person has authority to make any claim, representation, promise or condition on behalf of Diamond Heating & Cooling Services, Inc. which is not expressed herein.

Diamond Heating & Cooling Services, Inc.

Signature: Donald Mitchell

Name & Title: President

Date: 9/15/09

Customer:

Signature: Kay J. Kelly (Authorized Representative)

Name & Title: Kay J. Kelly, City of Pascagoula

Date: 9/15/09

Full Mechanical Maintenance Program

Our Mechanical Maintenance Program is designed to provide the Customer with an ongoing maintenance program. The program will be initiated, scheduled, administered, monitored and updated by Diamond Heating & Cooling Services, Inc. The service activities will be regularly directed and scheduled, based on manufacturers' recommendations, equipment location, application, type, run time, and Diamond Heating & Cooling Services, Inc.'s own experience.

Diamond Heating & Cooling Services, Inc. will advise Customer of the program's progress and results on a continuing basis via detailed Service Reports, presented after each service call, for Customer's review, approval signature and record.

DIAMOND HEATING & COOLING SERVICES, INC. WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT ON THE EQUIPMENT LIST (ATTACHED):

TEST AND INSPECT: mechanic & technician labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Activities include:

-TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; safety controls; crankcase heaters; control system(s), etc.

-INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; name composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: mechanic & technician labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

-CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

-ALIGNING belt drives; drive couplings; air fins, etc.

-CALIBRATING safety controls; temperature and pressure controls, etc.

-TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

-ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

-LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc., as directed by our scheduling system and on an as-needed basis.

REPAIR AND REPLACE: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and/or parts.

TROUBLE CALLS: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

COMPONENTS, PARTS AND SUPPLIES: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

Full Coverage Mechanical Maintenance Program: Terms and Conditions

1. Customer shall permit Diamond Heating & Cooling Services, Inc. free and timely access to areas and equipment and allow Diamond Heating & Cooling Services, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Diamond Heating & Cooling Services, Inc.'s normal working hours.
2. In case of any failure to perform to obligations under this Agreement, Diamond Heating & Cooling Services, Inc.'s liability is limited to repair or replacement at its option. and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse and shall not extend beyond the term of this Agreement. This limitation is applicable to the extent allowed by law.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Diamond Heating & Cooling Services, Inc. may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. Customer shall be responsible for all taxes applicable to the services and/or materials provided under the Agreement. N/A DM
5. Customer will promptly pay invoices within thirty (45) days of receipt. Should a payment become thirty (45) days or more delinquent, Diamond Heating & Cooling Services, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement and the entire Agreement amount shall become due and payable immediately upon demand.
6. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
7. Any alteration to or deviation from this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price) amount to be negotiated or on a time-and-material basis at Diamond Heating & Cooling Services, Inc.'s rates then in effect over the sum stated in this Agreement.
8. Diamond Heating & Cooling Services, Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. This Agreement does not include responsibility for design of the system obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies or other causes beyond control of Diamond Heating & Cooling Services, Inc.
10. If a service call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Diamond Heating & Cooling Services, Inc. may charge Customer at the rate then in effect for such service.
11. Customer shall permit only Diamond Heating & Cooling Services, Inc.'s personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Diamond Heating & Cooling Services, Inc.'s personnel perform such work, Diamond Heating & Cooling Services, Inc. may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
12. In the event Diamond Heating & Cooling Services, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Diamond Heating & Cooling Services, Inc., to the extent allowed by law, all court costs and attorneys' fees incurred by Diamond Heating & Cooling Services, Inc.
13. Diamond Heating & Cooling Services, Inc. shall not be liable for any delay, loss, damage or deterioration caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Diamond Heating & Cooling Services, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
14. Customer shall make available to Diamond Heating & Cooling Services, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
15. Diamond Heating & Cooling Services, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties.
16. Diamond Heating & Cooling Services, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Diamond Heating & Cooling Services, Inc.'s sole obligation will be to notify the Owner of their existence. Diamond Heating & Cooling Services, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. Customer may terminate this Agreement after giving Diamond Heating & Cooling Services Inc. thirty (30) days advance written notice. Diamond Heating & Cooling Services Inc. may terminate this Agreement (including but not limited to, Customer's failure to make payments as agreed herein) after giving Customer thirty (30) days advance written notice.

Special Services/Provisions

TEMPERATURE CONTROLS

All pneumatic and electric temperature controls related to the maintained equipment are included as part of this agreement.

AIR FILTER MAINTENANCE

Air filter replacement services X will will not be performed on all air handling equipment maintained under this agreement. Filter replacement schedules will be arranged according to Diamond Heating & Cooling Services, Inc.'s best judgment, but no less than six (6) changes per year.

WATER TREATMENT

Water treatment X will will not be performed on the chilled water and hot water systems maintained under this agreement.

EMERGENCY SERVICE

Emergency service will be performed at no additional charge for covered equipment.

PRICING

Agreement Pricing is as follows:

Year 1 \$ 75,200.00
Year 2 \$ 77,080.00
Year 3 \$ 79,010.00

If the City of Pascagoula chooses to further extend the Agreement on a yearly basis after Year 3, the following pricing will apply:

Year 4 \$ 80,985.00
Year 5 \$ 83,010.00

Hourly Pricing: Regular \$ 53.00 (Monday through Friday, 8:00 a.m. to 5:00 p.m.)
Overtime \$ 79.50
Holiday/Sunday \$ 89.50

Materials: 15%
Mileage: .70/mile

Client: _____
City of Pascagoula, Mississippi

Date: _____

For Diamond Heating & Cooling Services, Inc.: Donald M. [Signature]

Date: 9-15-09

Equipment List

The following equipment is covered under the provisions of your maintenance agreement.

| <u>Location</u> | <u>Qty</u> | <u>Model</u> | <u>Type</u> |
|-----------------------|------------|--------------|--------------------------------------|
| Andrew Johnson | 6 | Carrier | 5 Ton Air Handler |
| Recreation Ctr | 2 | Carrier | 15 Ton Cond Unit |
| | 1 | Carrier | 5 Ton Air Handler |
| | 1 | Carrier | 5 Ton Cond Unit |
| Art Depot | 1 | Carrier | 5 Ton Heat Pump Cond Unit |
| | 1 | Carrier | 5 Ton Air Handler |
| | 1 | Carrier | 2.5 Ton Cond Unit |
| | 1 | Carrier | 2.5 Ton Air Handler |
| Bayou Casotte | 1 | Rheem | 5 Ton Air Handler |
| Fire Station | 1 | Rheem | 5 Ton Cond Unit |
| | 2 | | Bay Heater |
| Bayou Casotte | 1 | Motivair | Process Chiller |
| Water Treatment Plant | 1 | Carrier | 7.5 Ton Package Unit |
| | 1 | | Window Unit in Chemical Storage Room |
| Bayou Casotte | 1 | Carrier | 5 Ton Cond Unit |
| Water Treatment Plant | 1 | Carrier | 5 Ton Air Handler |
| (Old BC Fire Station) | 1 | Reznor | Bay Gas Heater |
| Central Fire Station | 1 | Carrier | 4 Ton Air Handler |
| | 1 | Carrier | 4 Ton Cond Unit |
| | 2 | Carrier | 3.5 Ton Air Handler |
| | 1 | Carrier | 7 Ton Cond Unit |
| | 2 | Carrier | 5 Ton Roof Top |
| | 5 | Reznor | Bay Heater |
| City Hall | 1 | Rheem | 3.5 Ton Cond Unit |
| | 1 | Rheem | 3.5 Ton Air Handler |
| | 1 | Carrier | 7.5 Ton Cond Unit |
| | 1 | Carrier | 7.5 Ton Air Handler |
| | 2 | Carrier | 10 Ton Cond Unit |
| | 1 | Carrier | 20 Ton Air Handler |
| | 1 | Majic Air | 3.5 Ton Cond Unit |
| | 1 | Majic Air | 3.5 Ton Air Handler |

| <u>Location</u> | <u>Qty</u> | <u>Model</u> | <u>Type</u> |
|--------------------------------------|------------|----------------|--------------------------|
| Code Enforcement Building | 1 | Carrier | 10 Ton Package Unit |
| | 1 | Carrier | 3 Ton Air Handler |
| | 1 | Carrier | 3 Ton Cond Unit |
| Communy Street Water Treatment Plant | 1 | Carrier | 7.5 Ton Pkg Unit |
| | 1 | Motivair | Process Chiller |
| Criswell Water Treatment Plant | 1 | Carrier | 7.5 Ton Pkg Unit |
| | 1 | Motivair | Process Chiller |
| Flanagan Field | 1 | Payne | 4 Ton Air Handler |
| | 1 | Payne | 4 Ton Cond Unit |
| Gibson Field | 1 | Intertherm | 3.5 Ton Pkg Unit |
| I. G. Levy Building | 1 | Carrier | Thru-Wall A/C |
| | 1 | Carrier | Thru-Wall A/C |
| Lake Ave. Fire Station | 1 | Carrier | 3 Ton Air Handler |
| | 1 | Carrier | 3 Ton Cond Unit |
| | 1 | | Window Unit |
| | 1 | Reznor | Bay Gas Heater |
| Library | 1 | Marley | 200 Ton Cooling Tower |
| | 2 | Carrier | Screw Chiller |
| | 1 | ACP | Duplex Air Compressor |
| | 1 | | Air Dryer |
| | 1 | | HVAC Control System |
| | 1 | Bryan | Gas Boiler |
| | 1 | Trane | 5 HP Air Handler |
| | 2 | Allis Chamblis | 30 HP Cond Pump |
| | 2 | Allis Chamblis | 10 HP Chilled Water Pump |
| | 2 | Allis Chamblis | 5 HP Air Handler |
| | 1 | Trane | 20 HP Air Handler |
| | 1 | Trane | 20 HP Air Handler |
| | 1 | | Ductless Split System |
| Nature Center | 1 | Rheem | 5 Ton Air Handler |
| | 1 | Rheem | 5 Ton Cond Unit |
| | 1 | Rheem | 4 Ton Air Handler |
| | 1 | Rheem | 4 Ton Cond Unit |

| Location | Qty | Model | Type |
|-------------------------------------|----------------|--------------|-----------------------------------|
| Police Station | 1 | Evapco | Cooling Tower |
| | 1 | Lochinvar | Boiler |
| | 1 | Welinman | Pump |
| | 18 | Enercon | Water Source Heat Pump |
| | 1 | | HVAC Control System |
| Public Works Building | 1 | Bryant | 5 Ton Gas Air Handler |
| | 1 | Bryant | 5 Ton Cond Unit |
| | 2 | | Window Unit |
| Recreation Center Building | 1 | Carrier | 5 Ton Heat Pump |
| | 1 | Carrier | 5 Ton Air Handler |
| | 1 | Carrier | 3.5 Ton Heat Pump |
| | 1 | Carrier | 3.5 Ton Air Handler |
| | 1 | Carrier | 2 Ton Heat Pump |
| | 1 | Carrier | 2 Ton Air Handler |
| Recreation Center Gym (Old PHS Gym) | 2 | Carrier | 3.5 Ton Cond Unit |
| | 2 | Carrier | 3.5 Ton Air Handler |
| | 2 | Carrier | 3 Ton Cond Unit |
| | 2 | Carrier | 3 Ton Air Handler |
| Senior Center | 1 | Comfortmaker | Heating Unit |
| | 1 | Carrier | Heating Unit |
| | 1 | Carrier | Split System – Rooftop |
| | 1 | Carrier | Split System – Rooftop |
| Senior Center (New) | 1 | Trane | 2 Ton Heat Pump |
| | 1 | Trane | 2 Ton Air Handler |
| | 2 | Trane | 4 Ton Heat Pump |
| | 2 | Trane | 4 Ton Air Handler |
| | 2 | Trane | 5 Ton Heat Pump |
| | 2 | Trane | 5 Ton Air Handler |
| | 2 | Trane | 7.5 Ton Heat Pump |
| | 2 | Trane | 7.5 Ton Air Handler |
| | 2 | | Window Unit/ 6000BTU/ Ductless |
| | 1 | | Addison Part#RCA271/VCA271 |
| | Soccer Complex | 1 | Carrier |
| 1 | | Carrier | 5 Ton Air Handler |

| <u>Location</u> | <u>Qty</u> | <u>Model</u> | <u>Type</u> |
|-----------------|------------|------------------|------------------------|
| Utility Billing | 1 | Heil | Split System – Rooftop |
| Facility | 1 | Borg Wagner | Split System – Rooftop |
| | 1 | Rheem | Split System – Rooftop |
| | 1 | Carrier Gas Pack | 10 Ton - Rooftop |

EXHIBIT A

Scope of Work

Contractor will provide the following maintenance for The City of Pascagoula, Mississippi facilities.

Provide schedule preventative and repair service maintenance on the HVAC equipment and boiler and associated controls including:

I. PREVENTIVE MAINTENANCE

- A. The service company shall provide all personnel, parts, materials, test equipment, tools, and services necessary to maintain all systems.
- B. The service company shall assume all responsibility for properly estimating the difficulties and the cost of performing all necessary services.
- C. Services that are to be provided shall be performed by qualified and trained personnel.
- D. The service company shall plan preventive maintenance tasks by systematic scheduling to assure a uniform and detailed method of doing the work.
- E. The service company shall maintain, in their local office, an adequate inventory of replacement parts, components, and all necessary tools and test equipment.

II. GENERAL MAINTENANCE PROCEDURES

- A. After each service call is completed, a service report shall be furnished to a designated representative of the City of Pascagoula for signature.
- B. On a semi-annual basis, the service company shall advise and assist in the determination of improvements to the mechanical and control systems that shall conserve energy and minimize utility
- C. All planned maintenance service shall be performed during normal working hours defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.
- D. Emergency service on an as needed basis will be provided 24 hours per day and shall be considered as calls in addition to scheduled preventive maintenance calls.

1. All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on an emergency call shall be provided by the service company and shall be included in the cost of the service program.
 2. Emergency service shall be provided as often as needed, on a 24-hour basis, weekends and legal holidays included.
 3. The service company shall be capable of responding to an emergency situation within four hours after notification of system problems.
 4. The service company shall provide a regular toll-free telephone number which must be answered by persons trained on HVAC systems and under the direct employment of the service company.
- E. The service company shall repair or replace all worn moving parts or components with new parts or components. It is understood that this applies to all systems and mechanical equipment covered.
- F. The service company shall be responsible for making all repairs and replacements not caused by negligence and/or misuse by other than the service company.

III. ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

This includes, but is not necessarily limited to: all thermostats, pressure controls, relays, limits, valves, damper motors, humidity controls, steps switches, time clocks, controllers, capacity controls, safety controls, recorder control panels, gauges, air compressor (for pneumatic controls), etc.

A. Services included, but not limited to:

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
2. Clean all components of old lubricants, etc. to allow the equipment to function as designed. Clean condensation lines and trays.
3. Lubricate all equipment where needed to permit proper operation without undue wear.
4. Adjust all linkages, motors, drives, etc. to optimum settings and positions.
5. Calibrate all sensing, monitoring, output, safety, and read out devices for proper ranges, settings, and optimum operation.
6. Replace all moving parts and devices when the above maintenance is not adequate.

7. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency.

B. Parts Replacement (Moving Parts ONLY)

1. All moving parts, components, or devices for the HVAC system, as listed above, that are worn or not in proper operational condition, shall be repaired and/or replaced with new parts, components, or devices
2. When equipment or parts are replaced in their entirety, and a newer design of this device is available and is functionally equivalent and compatible, the device of the newer design shall be used as the replacement
3. All repair and replacement moving parts, components, and devices for the system, as listed above, shall be supplied by the service company and shall be included in the cost of the service agreement
4. All miscellaneous parts and supplies necessary to maintain the system shall be supplied by the service company and shall be included in the cost of the service agreement
5. The service company shall not be made responsible for repairs or replacement necessitated by negligence and/or misuse of the equipment by other than the service company
6. Non-moving parts (pipe leaks, duct issues, chiller bundles, etc...) are excluded from the base service fee.

IV. MECHANICAL SYSTEM MAINTENANCE SERVICE

- A. The specific quantities, sizes, and model numbers of the major pieces of equipment shall be inventoried by the service company and a copy of this inventory shall be provided to the City of Pascagoula representative.
- B. The preventive maintenance and the responsibility of the service company shall be to provide scheduled preventative and repair service maintenance on the HVAC equipment and boilers and associated controls.
 1. Heating system including boilers, burners, furnaces, pumps, steam traps, water strainers, unit heaters, duct heaters, humidifiers, etc.
 2. Cooling system including air conditioning compressors, evaporative condensers, air cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, etc.

3. Air handling system including fans, motors, air filters, dampers, induction units, mixing boxes, fan coil units, electric heat elements, etc.
4. Miscellaneous equipment including exhaust fans, manual valves, direct expansion valves, thermometers, gauges, manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter to their respective motors, check valves, refrigerants, etc.

C. Equipment Not Included

1. Maintenance services for portions of the systems and equipment that are not part of the HVAC system.
2. Excluded items shall be considered as: foundations, structural supports, domestic water lines, plumbing, oil lines, gas lines, piping, and oil storage tanks.
3. The service company shall provide a report of any work that is in need of attention, and that may include such equipment as outlined above.

D. Services Included

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
 - TESTING for excessive vibrations; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; safety controls; crankcase heaters; control system(s), etc.
 - INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.
2. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed
 - Cleaning coil surface; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
3. Paint all equipment where needed to prevent and protect against corrosion and deterioration
4. Lubricate all equipment where needed to prevent and protect against corrosion and deterioration

-Lubricating motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc., as directed by our scheduling system and on an as-needed basis.

5. Aligning belt drives; drive couplings; air fins, etc.
6. Calibrating safety controls; temperature and pressure controls, etc.
7. Tightening electrical connections; mounting bolts; pipe clamps; refrigerant pipe fittings; damper sections, etc.
8. Adjust all linkages, motors, drives, etc. to optimum settings and positions

-ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

9. Calibrate all sensing, monitoring, output, safety, and read out devices for proper ranges, settings, and optimum operation
10. Replace all moving parts and devices when the above maintenance is not adequate
11. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated, to see that it is in good operational condition and at optimum efficiency
12. Site inspections by infra-red scanner shall be conducted semi-annually to evaluate the condition of all portions of the mechanical system to include, but not limited to, all motors, pumps, chillers, boilers, motor starters, and electrical panels for proper predictive and preventive maintenance
13. Service Company shall perform spectrochemical analysis of refrigeration compressor oil annually to determine the concentration levels of each of the following chemicals:

| | | |
|----------|------------|------------|
| Iron | Silver | Zinc |
| Lead | Tin | Calcium |
| Copper | Silicon | Barium |
| Chromium | Baron | Magnesium |
| Aluminum | Sodium | Titanium |
| Nickel | Phosphorus | Molybdenum |
| Cadmium | Antimony | |

This analysis will consist of a minimum of the following four tests:

- a. Total Acid (ASTMI 664)

- b. Viscosity (ASTMD 445)
- c. Water Content (ASTMD 1744)
- d. Total Solids (ASTMD 91)

Oil analysis shall be performed by a qualified laboratory during spring startup and shall be the responsibility of the service company. The service company shall provide the City of Pascagoula with a detailed report of the findings.

14. Boiler flue-gas analysis shall be performed by the service company during heating season switchover with an Electric Flue Gas Analyzer to determine the proper energy efficiency of the boiler burner system to maximize burner efficiency and the service company will provide the City of Pascagoula with a detailed report of the findings.

15. Routine maintenance and minor repairs on window units only. Window unit replacement is not included in the base service fee.

V. WATER TREATMENT SERVICE

A. Water treatment system shall, if applicable, include hot water system, steam system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled and hot water circulating pumps.

B. Services included:

1. The service company shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating system to control metal corrosion, scale formation, biological fouling, or contaminated discharge.
2. The chemicals must meet OSHA, EPA, and DEQ requirements for safety to personnel and the environment. All chemicals supplied must meet manufacturer's requirements, must be biodegradable, and all discharge effluent must be nonpolluting and approved by the Mississippi Gulf Coast Regional Wastewater Authority.
3. For open cooling tower system, an automatic monitoring system shall be supplied to provide continuous water analysis. This equipment shall be programmed on a real time basis, to analyze the quality of the circulating water and automatically adjust the chemical treatment feed rates and bleed intervals based on the level to total dissolved solids, and without effect from variances in water temperature. The controller shall incorporate emergency fail-safe features, which shall result in a visual alarm during emergency conditions that may result from high concentration conditions.

4. All necessary control panels, bleed valves, injection pumps, associated piping and fittings, and all labor to install this monitoring equipment shall be supplied by the service company and shall be included in the cost of this agreement.
5. The service company shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service automatic monitoring equipment, manually inject chemicals (for closed systems), and provide a detailed water analysis and service report after performing those services outlined above.
6. For hot water heating systems and chilled water systems, the service company shall perform the following:
 - a. Drain system of existing water and chromate compounds
 - b. Refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate corrosion inhibitor such as the borate nitrate type. It shall be acceptable to the pollution agencies to be a non-pollutant.
7. The service company shall assume all responsibility for any hazardous materials and dispose of them as required by the governing authorities.

VI. AIR FILTER SERVICE

Air filter services will be performed on all air handling equipment maintained under this agreement. Filter replacement schedules will be arranged according to Contractor's best judgment, but no less than six (6) changes per year.

VII. TEMPERATURE CONTROLS

All pneumatic and electric temperature controls related to the maintained equipment are included as part of this agreement.

VIII. MISCELLANEOUS

- A. The City will provide reasonable access to all equipment covered by the proposal. The service company shall be free to start and stop all equipment incidental to the operation of the HVAC systems as arranged with the building representative.
- B. The vendor states that the proposed prices are based on his own knowledge and judgment of the conditions and hazards involved and not upon any representation of any employee of the City of Pascagoula.
- C. The vendor shall indemnify and hold harmless the City of Pascagoula, its agents and employees from and against all liability as a result of the vendor's performance in regards to any work accepted by the City for any purpose whatsoever.

Full Coverage Mechanical Maintenance Program: Terms and Conditions

1. Customer shall permit Contractor representatives free and timely access to areas and equipment and allow start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during normal working hours.
2. In case of any failure to perform to obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse and shall not extend beyond the term of this Agreement. This limitation is applicable to the extent allowed by law.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials provided under the Agreement. N/A Dm
6. Customer will promptly pay invoices within forty-five (45) days of receipt. Should a payment become forty-five (45) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement and the entire Agreement shall become due and payable immediately upon demand.
7. This Agreement applies only to the maintainable portions of the system(s). Repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, piping, tube bundles, valve bodies, coils, structural supports, oil storage tanks and other similar items are excluded.
8. Any alteration to or deviation from this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price) amount to be negotiated or on a time-and-material basis then in effect over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
10. This Agreement does not include responsibility for design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned out main

or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies or other causes beyond control of Contractor.

11. If a service call is made at the Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such service.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
13. Customer shall make available to Contractor's personnel or its agents all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
14. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
15. Customer may terminate this Agreement after giving Contractor thirty (30) days advance written notice. Contractor may terminate this Agreement after giving Customer thirty (30) days advance written notice.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Order for public inspection of 2013-2014 Motor Vehicle Assessment Schedule

Attach additional information as necessary

Action Requested:

Adopt order

| | | | | | |
|---------------------------------------|------------------------------|--|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

ORDER

WHEREAS, pursuant to the provisions of the Motor Vehicle Ad Valorem Tax Law of 1958 (Section 27-51-1 et seq., Mississippi Code of 1972) the Department of Revenue has prepared a Motor Vehicle Assessment Schedule for the 2013-2014 fiscal year, which has been made available to the City; and

WHEREAS, said schedule is acceptable to the City Council;

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That said schedule is available for inspection by any interested taxpayer.
2. That on Tuesday, October 15, 2013, at 6:00 P. M. this City Council shall hold a meeting in the City Hall located at 603 Watts Avenue, Pascagoula, Mississippi, to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction of any portion or portions of said assessment schedule affecting the complainant directly.

**UNIFORM
ASSESSMENT SCHEDULE**

**For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS**

FISCAL YEAR

2013-2014

AUGUST 1, 2013 THROUGH JULY 31, 2014

**Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi**

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ORDER ADOPTING ASSESSMENT SCHEDULE FOR
MOTOR VEHICLE AD VALOREM TAXES FOR THE
FISCAL YEAR 2013-2014

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of cord by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

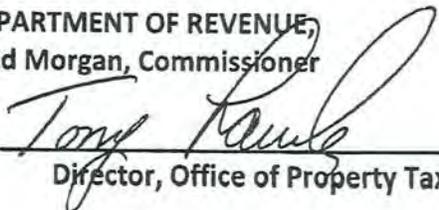
WHEREAS, said schedule, for the Fiscal Year 2013-2014 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2013-2014, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 30 day of April, 2013.

DEPARTMENT OF REVENUE,
J. Ed Morgan, Commissioner

By


Director, Office of Property Tax

**DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU**

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.



AGENDA ITEM REQUEST FORM

Meeting Date: 10/01/2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Pascagoula River Environmental Trail Mississippi Power Lighting Proposal

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute documents associated with the Mississippi Power Lighting Proposal for the Pascagoula River Environmental Trail. Up front costs will be paid for by Community Development Block Grant (CDBG) funding.

| | | | | |
|---------------------------------------|---|--|---|---------------------------------------|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | <input type="checkbox"/> Utility Fund | |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <input checked="" type="checkbox"/> Grant | |
| | | | <input type="checkbox"/> Other | |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065



September 4, 2013

City of Pascagoula
603 Watts Avenue
Pascagoula, MS 39567

To Whom It May Concern:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Pascagoula to provide a lighting proposal for the River Trail project.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill.

MPC recommends the following lighting systems for the sidewalks. For pricing purpose, we have divided the project into 4 cost estimates. All underground costs assume directional boring. Pole locations and metering points are based on a provided design (*See attached drawings*).

Project A: South of Hwy 90 Bridge:

- (5) 150W MH Acorn Fixtures on 14' Mounting Height Concrete Poles
- Up-front Cost for the Installation of the Underground Circuit = **\$6,264.00**
- Total Monthly Charge = **\$187.60***

Project B: East of Magnolia Ave:

- (5) 150W MH Acorn Fixtures on 14' Mounting Height Concrete Poles
- Up-front Cost for the Installation of the Underground Circuit = **\$7,259.00**
- Total Monthly Charge = **\$187.60***

Project C: Light House:

- (6) 150W MH Acorn Fixtures on 14' Mounting Height Concrete Poles
- Up-front Cost for the Installation of the Underground Circuit = **\$8,872.00**
- Total Monthly Charge = **\$225.12***

Project D: Project A, B, C Metering Points:

- (3) Underground Services for Project Metering Points
- Up-front Cost for the Installation of the Underground Circuit = **\$5,819.00****

** The monthly charge includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.*

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065



If you would like for us to consider other lighting alternatives for the sidewalk, please let us know. The pricing in this proposal is good for 60 days. Typical material lead time is 8 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party

If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. The contract term for this agreement is 5 years. My fax number is provided below for your convenience.

Printed Name of City Official

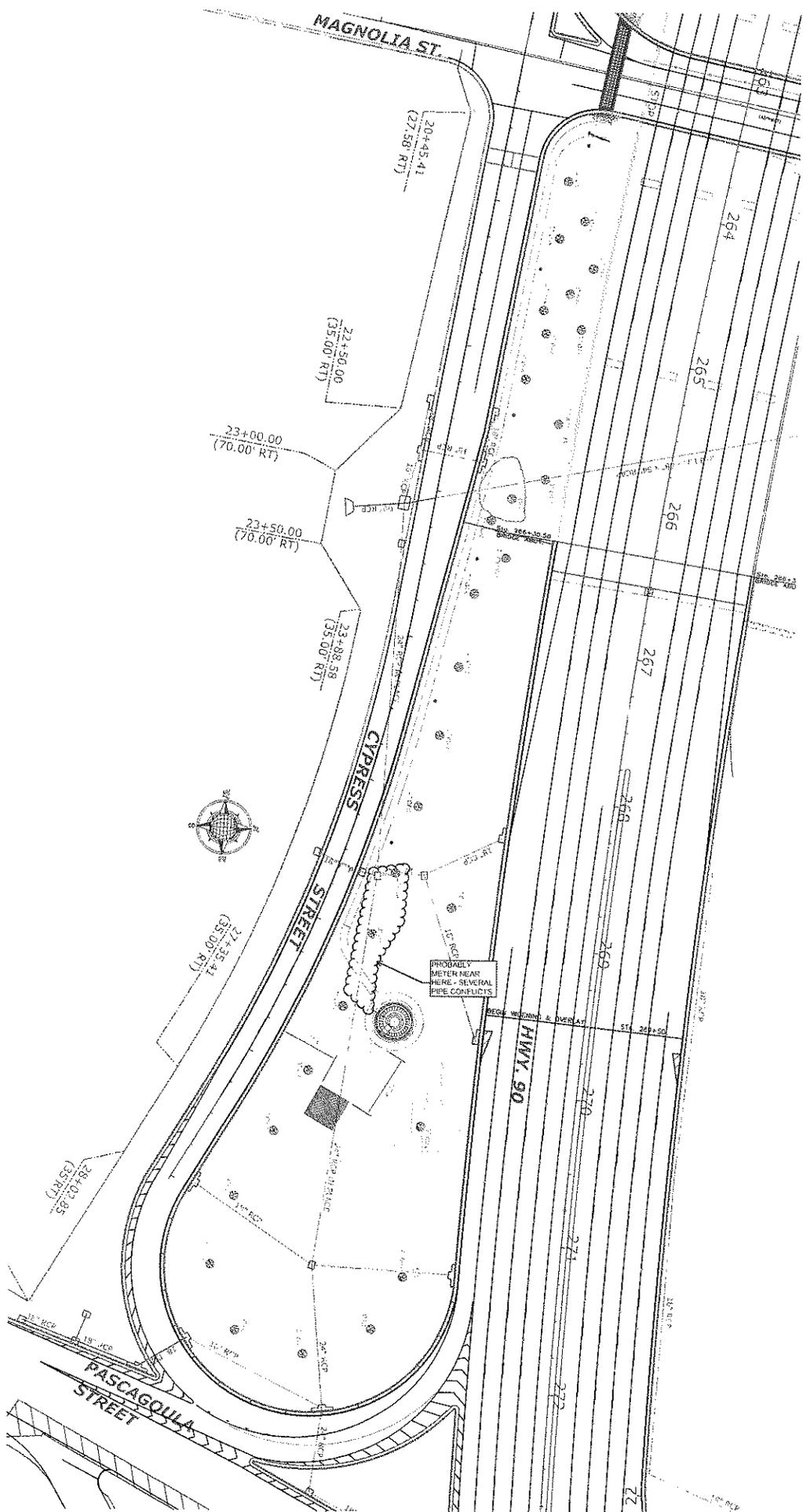
Approval Signature of City Official

Date

Once we receive your signed approval we will prepare the billing and schedule the construction of the lighting system. Thank you for the opportunity to serve your outdoor lighting needs.

Sincerely,
Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

Attachments: 2





AGENDA ITEM REQUEST FORM

Meeting Date: 10/01/2013

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: **Neighbors Helping Neighbors Application - October 11, 2013 Funding Cycle**

Attach additional information as necessary

Action Requested:

Authorize City Manager to execute documents associated with the Neighbors Helping Neighbors application that requests \$2,400 for a Utility Box Art Installation. There is no match associated with this grant.

| | | | | |
|---------------------------------------|---|--|-------------------|---|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input checked="" type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

JIM BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE WILLIAMS
CITY ATTORNEY



CITY COUNCIL

| | |
|-------------------|---------------------|
| LARRY D. TAYLOR. | Councilman, Ward 1 |
| FREDDY JACKSON | Councilman, Ward 2 |
| DAVID TADLOCK | Councilman, Ward 3 |
| BURT HILL | Councilman, Ward 4 |
| SCOTT TIPTON | Councilman, Ward 5 |
| BRENDA H. SIMKINS | Councilman at Large |

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6749

October 1, 2013

Amanda Parker
Public Relations Specialist
Singing River Electric Power Association
P.O. Box 767
Lucedale, MS 39452-0767

RE: Utility Box Community Art Installation
Neighbors Helping Neighbors Grant Application

Dear Ms. Parker,

I would like to express the City's support for the Neighbors Helping Neighbors Grant application. This request for \$2,400 will fund the Utility Box Community Art Installation. Local artists are an important part of the community and contribute to the creative economy. Pascagoula continues to support local artists of all ages through Arts on the Avenue and the Pascagoula Senior Center.

The Neighbors Helping Neighbors Community Grant Program has been an invaluable resource for the City of Pascagoula in the past. This project promotes community artists while deterring vandalism and creating an urban environment that is vibrant, inclusive, and interesting.

If you have any questions or need additional information, please feel free to contact me at 228-938-6614. Thank you.

Sincerely,

Joseph R. Huffman,
City Manager

Utility Box Community Art Installation

City of Pascagoula - Application

Singing River Electric Power Association - Neighbors Helping Neighbors Community Grant Program

Organizational Information

Organization Name: City of Pascagoula

Location: City of Pascagoula

Contact: Jen Dearman, Community and Economic Development Director

Address: P.O. Drawer 908, Pascagoula, MS 39567

Phone: 228-938-6651

Fax: 228-938-6637

Email: jdearman@cityofpascagoula.com

Incorporated in 1904, the City of Pascagoula has been historically defined by its maritime heritage and industry. Whereas industry remains crucial to Pascagoula's future, the City's mission is to provide the highest quality of life for our citizens. The population served is the entire community of Pascagoula. The City recognizes local artists as important assets to the community and the creative economy.

Pascagoula's major accomplishments include Arts on the Avenue and the Pascagoula Senior Center. Located downtown, Arts on the Avenue is a community art center operated by the City that strives to promote and expand the local art community by providing an art gallery, a pottery studio, and a diverse range of classes. The Pascagoula Senior Center provides an environment that fosters the community's senior artists. The Center provides a variety of classes including pottery as well as arts and crafts. There is even a gift shop where the seniors sell their artwork. Furthermore, the Singing River Art Association (SRAA) has 93 members and is located in the City's historic L & N Railroad Depot. The SRAA mission includes aiding, promoting interests, and educating in all forms of fine art for the benefit of the community.

Project Description

Pascagoula seeks \$2,400 from the Singing River Electric Power Association (SREPA) Neighbors Helping Neighbors Grant for the Utility Box Community Art Installation Project. This city-wide project will promote community artists, decorate the streets, and deter vandalism. Pascagoula will request applications and designs to be submitted from local artists who would like to have their artwork enhance the community. Utility boxes may vary in theme and technique depending on the artist, but will be painted in both commercial and residential areas.

The City will select 16 artists. Artist benefits will include a stipend of \$150, signature recognition on the utility box, and notable mention in press release materials. In addition the City will create a Utility Box Art Community Installation Project webpage that includes the artists' names, artwork title, picture of artwork, and location of artwork. As the artists complete their utility box artwork, they will receive individual features on the City's Facebook page. Numerous

Utility Box Community Art Installation

City of Pascagoula - Application

Singing River Electric Power Association - Neighbors Helping Neighbors Community Grant Program

other cities have completed similar projects creating community invested artwork. Included is an example located near the City of Jackson Convention Complex.

Project Goals

The goal of the Utility Box Community Art Installation is to provide a public art installation, foster community pride, and create a city-wide dialogue about art. Utility box artwork will communicate to a moving audience a vibrant, inclusive, and interesting urban environment. The target recipients are the 22,392 citizens who live in Pascagoula as well as the additional 25,000 people who commute into the City to work on a daily basis.

Means of Measuring and Evaluating Program

The project will be measured by the successful installation of 16 painted utility boxes throughout the City. The art dialogue will be measured through Facebook comments left on individual posts that highlight each utility box as the artist completes the artwork on his or her assigned utility box.

Project Design and Implementation Team

Jen Dearman, Community and Economic Development Director, will be the project manager of the Utility Box Community Art Installation Project. Ms. Dearman manages the operations of Arts on the Avenue, and she has a graduation certificate in Museum Studies. Ms. Dearman oversees multiple projects for the City, and she will plan and implement the project.

Project Timeline

| Project Period | Implementation Activity |
|-----------------------------|---|
| November 2013 | Request for Utility Box Art Designs and Applications |
| December - January 2013 | Select and Notify Artists, |
| February - May 2014 | Artists Paint Utility Boxes, Facebook Posts |
| March - May 2014 (on going) | Press Release of Utility Box Community Art Installation and Utility Box Art Installation Webpage Creation |

Utility Box Community Art Installation

City of Pascagoula - Application

Singing River Electric Power Association - Neighbors Helping Neighbors Community Grant Program

Project Budget

Project budget was estimated based on similar projects in other cities.

| Item | | Amount |
|-----------------|------------|----------------|
| Artist Stipends | 16 x \$150 | \$2,400 |
| Total: | | \$2,400 |

Past Partnerships with Singing River Electric Power Association

SREPA has partnered with Pascagoula on murals, the Arts on the Avenue gallery refurbishment, and a Round Island Lighthouse sponsorship. The City is grateful for the previous partnerships and is thankful for the opportunity to apply for the Utility Box Art Installation.





AGENDA ITEM REQUEST FORM

Meeting Date: 10/1/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Hospital Road Improvements Project Real Estate Services Contract

Attach additional information as necessary

Action Requested:

Approve the Real Estate Services Contract for the Hospital Road Improvements Project and authorize City Manager to sign related documents.

| | | | | | |
|---------------------------------------|---|-----------------------------|-------------------|-------------------------------------|--------------|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> | General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input checked="" type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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JIM BLEVINS
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CITY COUNCIL

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SCOTT TIPTON
BRENDA H. SIMKINS

Councilman, Ward 1
Councilman, Ward 2
Councilman, Ward 3
Councilman, Ward 4
Councilman, Ward 5
Councilman at Large

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6749

August 6, 2013

Scot Ehrgott, P.E.
MS Department of Transportation
Contracts Administration
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215

RE: Request for Reimbursement and Grant Closeout
Award No.: 11PG290 Port Security Grant Program

Dear Mr. Ehrgott,

Please find enclosed three (3) copies of the Right of Way Acquisition contract for the Hospital Road Improvements Project. The City requests concurrence on the contract. Upon receipt of concurrence and contracts, the City will fully execute the contracts and return an original. Please contact me at (228) 938-6614 if you have any questions or concerns. Thank you.

Sincerely,

Joseph R. Huffman
City Manager



August 29, 2013

Ms. Jen Dearman, Director
Community & Economic Development
City of Pascagoula
603 Watts Avenue
Pascagoula, Mississippi 39567

**RE: Right of Way Acquisition - Hospital Road Improvements Project
STP-8971-00(005) LPA/106448-701000
Pascagoula, Jackson County, Mississippi**

Dear Ms. Dearman:

Attached for your review and forwarding to MDOT for approval is a Real Estate Services Contract for right-of-way acquisition required for the above referenced improvements project. Please review this contract and, if acceptable, place on Council agenda for approval contingent upon MDOT concurrence. All three original contracts (**SIGNED ONLY BY THE CONSULTANT**) should then be forwarded to MDOT with a letter requesting their concurrence of the contract to the following address:

MS Department of Transportation
Contracts Administration
P O Box 1850
Jackson, MS 39215
Attn: Mr. Scot Ehrgott, P.E.

Once MDOT concurs with the contract, the District representative will notify the City of concurrence (or non-concurrence) and send two originals back to the City. The City of Pascagoula can then execute the contract(s), issue a NTP, and send the MDOT District Office & CSU a copy of the fully executed contract and NTP letter. Please also send a copy of the fully executed contract and NTP to BMA as well for our records.

As has been discussed, once this contract is accepted, we will amend our current contract to reduce the scope that is being covered by the proposed Real Estate Services Contract.

If you should have any questions, please call me or Ben Smith, P.E., Project Engineer. As always, it is a pleasure working with you and the City of Pascagoula.

Sincerely,

Dax Alexander, P.E.
Principal

Enclosures

cc: Mr. Joe Huffman, City Manager

REAL ESTATE SERVICE CONTRACT - 2013

**HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000**

This CONTRACT, is made and entered into by and between the *City of Pascagoula*, a body Corporate of the State of Mississippi (the "LPA"), and *Brown, Mitchell & Alexander, Inc.* (the "CONSULTANT"), a **Mississippi** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *521 34th Street, Gulfport, MS 39507*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA requires the right of way real estate services of a CONSULTANT to perform appraisal, appraisal review, acquisition, relocation, property management, and/or title services for Right-of-Way ("ROW") projects, as provided for in **Project No. STP-8971-00(005) LPA /106448-701000** hereinafter called the "PROJECT", as requested by the LPA; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to conduct said services as stated above, hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000 (March 1, 2001, as revised) and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory both by the LPA and by the MDOT and FHWA to the end that both parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT. When in conflict between the Project Development Manual for LPA (PDM) and this CONTRACT, the PDM will govern.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the SERVICES in accordance with the General Scope of Work attached to this contract as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any work assignment begun under this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *December 31, 2015*, CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

If the CONSULTANT provides SERVICES hereunder, it shall be paid on a labor hour/unit cost per parcel basis as set forth in "Exhibit 3" to this CONTRACT. If the CONSULTANT provides SERVICES hereunder, the maximum amount payable under this CONTRACT for all services that are provided hereunder is the dollar amount specified in Exhibit 3 to this CONTRACT hereof by reference as fully as if copied herein in words and figures. Under no circumstances shall the LPA be liable for any amounts, including all costs which exceed the maximum dollar amount of compensation that is specified in and set forth in the Exhibit 3.

For purposes of this CONTRACT, "parcel," also referred to as a "file," is a piece of real estate, improved or unimproved, that may be acquired as part of a right of way project, or is defined by property lines, described in metes and bounds, or other acceptable legal description, and includes all interests necessary for the LPA to acquire fee simple title to the property, less any interests that the LPA may exclude. Warranty deeds, quitclaim deeds, temporary easements, or other instruments may be required from one or more holders of a possible interest in the parcel for the LPA to acquire fee simple title. Compensation shall be based on acquisition of a "parcel" or "file" and not on the number of instruments necessary for acquisition of a "parcel" or "file."

Each phase of the SERVICES, being appraisal, acquisition, relocation assistance, and property management, shall become eligible for payment following the appropriate determination by the LPA of the following:

- (1) For Appraisal fees:
Completion of the Appraisal and acceptance of the appraisal by the LPA. "Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Appraisal fee. Completion and recommended approval of the appraisal by the Project Review Appraiser and establishment of the amount believed to be just compensation by the agency official constitutes acceptance of the appraisal.
- (2) For Review Appraisal fees:
Completion of the Review Appraisal and acceptance of said appraisal by the LPA. "Review Appraisal Revisions" shall be completed at fee to be determined by the LPA which shall be based on the percent of effort relative to the initial negotiated Review Appraisal fee. Establishment of the amount believed to be just compensation by the LPA constitutes acceptance of the Review Appraisal.
- (3) For Acquisition fees:
For each parcel acquired by deed(s): Upon the recording of the deed and notification from the LPA, "Acquisition Revisions" or "Additional Interests" shall be completed at fee to be determined by the LPA, which shall be based on the percent of effort relative to the initial negotiated Acquisition fee.

For each parcel which is referred to the LPA for further negotiations or filing of condemnation proceedings: Approval of written documentation and reports required and based on the LPA determination of the time and effort expended by

the CONSULTANT, but not to exceed the price of a successful acquisition by deed(s).

(4) For Relocation Assistance fees: NOT APPLICABLE

(5) For Property Management fees: NOT APPLICABLE

B. Billing (Labor Hour/Unit Cost price)

The CONSULTANT may submit one (1) final billing to the LPA at the conclusion of the CONTRACT or monthly progress billings based on the rates established in this CONTRACT and the time expended on the PROJECT through the end of the billing period. Each billing shall include all time and allowable expenses through the end of the billing period and should include all the supporting documentation necessary for the appropriate LPA personnel to recommend payment. Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT total. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that MDOT and/or FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA may retain the final 25% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall clearly indicate on its last Invoice that the Invoice is "FINAL". The LPA will confirm that the PROJECT is ready to be closed and the "FINAL" Invoice may be paid. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the PROJECT. The LPA reserves the right to refuse to make payment on any invoices submitted later than 45 days after the termination date of the PROJECT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT thereunder or amendments thereto. Authorized representatives of the MDOT and/or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will MDOT and/or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies, maps and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the MDOT and/or FHWA may also review and inspect said reports, drawings, studies and computations prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligation to correct, at its expense, any of its breaches, errors and/or omissions in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including attorney fees, to the extent caused by any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel has all of the above coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this CONTRACT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors

and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier."

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of the CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of the CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of the CONTRACT and thereafter on an annual basis for the duration of the PROJECT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, LPA, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT'S

compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase of the CONTRACT begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT **MAY NOT** begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from

the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Jackson* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Jackson* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT shall abide by the provisions of the U.S. Department of Transportation regulations on Disadvantaged Business Enterprises, 49 CFR Part 26 (as amended), and include the

certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACT.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT's intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT, shall not be changed or reassigned without prior approval of the MDOT or, if prior approval is impossible, and then notice to the MDOT and subsequent review by the MDOT which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Mr. Joseph Huffman
City Manager
603 Watts Avenue
Pascagoula, MS 39567
Telephone: (228) 938-6614
Facsimile: 228) 938-
E Mail: jhuffman@cityofpascagoula.com

For Technical Matters:

Ms. Jen Dearman
Director of Comm. & Econ. Dev
603 Watts Avenue
Pascagoula, MS 39567
Telephone: (228) 938-6651
Facsimile: (228) 938-6725
E Mail: jdearman@cityofpascagoula.com

CONSULTANT:

For Contractual Matters:

Mr. Dax Alexander, P.E.
President
521 34th Street
Gulfport, MS 39507
Telephone: (228) 864-7612
Facsimile: (228) 864-7676
E Mail: dax@bmaengineers.com

For Technical Matters:

Benjamin Smith, P.E.
Vice President
796 Vieux Marche – 2nd Floor
Biloxi, MS 39530
Telephone: (228) 436-7612
Facsimile: (228) 436-7676
E Mail: ben@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 14208
Surveyor # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 18333
Surveyor # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

CITY OF PASCAGOULA

Joseph Huffman, City Manager

WITNESS this my signature in execution hereof, this the 29th day of August, 2013.

BROWN, MITCHELL & ALEXANDER, INC.

ATTEST: 

BY: Dax Alexander
Dax Alexander, P.E., President

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
- 3A. Cost Breakdown – Trial and Pre-Trial Testimony (if applicable)
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

EVIDENCE OF AUTHORITY (CONSULTANT)

HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: Dax Alexander
TITLE: President
DATE: 8/29/13

STATE OF MISSISSIPPI

COUNTY OF HARRISON

29th day of August, 2013, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., a Mississippi corporation, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.



Michelle R. Phillips
Notary Public

My Commission Expires:

April 29, 2017

Printed Name of Notary:

Michelle R. Phillips

EXHIBIT 1-A

EVIDENCE OF AUTHORITY (LPA)

HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000

WHEREAS, it has been requested that a copy of a resolution granting authority for certain City of Pascagoula (LPA) officials or agents to sign responses, proposals or contracts on behalf of the City of Pascagoula (LPA) be included:

NOW THEREFORE BE IT RESOLVED, that Joseph Huffman is the City Manager of the City of Pascagoula, Mississippi (LPA) and has full authority to execute proposals, letters, or contracts on behalf of the City of Pascagoula (LPA).

SIGNATURE: _____

TITLE: _____

DATE: _____

STATE OF MISSISSIPPI

COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 20____, within my jurisdiction, the within named Joseph Huffman, who acknowledged that he is City Manager of the City of Pascagoula, Jackson County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

Notary Public

My Commission Expires:

Printed Name of Notary:

EXHIBIT 2

GENERAL SCOPE OF WORK AND SPECIFICATIONS

HOSPITAL ROAD IMPROVEMENTS PROJECT JACKSON COUNTY, MISSISSIPPI *(RIGHT-OF-WAY ACQUISITION)* PROJECT NO. STP-8971-00(005) LPA /106448-701000

For specific policies and procedures regarding the Right of Way (ROW) process to be followed during any of the listed ROW services, the CONSULTANT shall refer to the current MDOT ROW Manual, as revised. Where in conflict with this CONTRACT and the LPA Project Development Manual (PDM), the PDM will govern.

The CONSULTANT will perform the necessary services to acquire right-of-way for the proposed Hospital Road Improvements, in accordance with the procedures outlined in the "Uniform Act". For the purposes of this scope of work, the project termini is identified as the intersection of Hospital Road and Old Mobile Avenue (including properties on all four (4) corners of the existing intersection) to the intersection of Hospital Road and U.S. Highway 90. An outline of the proposed scope of services is as follows:

1. ROW Kick-Off
2. Coordinate MDOT Authority to Proceed with ROW
3. Prepare Existing and Proposed ROW maps
4. Prepare Title Work for Properties
5. Perform Boundary Surveys (Existing Boundary)
6. Update ROW map based on Field Located boundary
7. Stake ROW for Acquisition Parcels
8. Prepare Legal Descriptions for Acquisition Parcels
9. Prepare Deeds
10. Coordinate MDOT Review of Deeds
11. Perform Appraisals
12. Perform Review Appraisals
13. Perform Acquisition Parcel Negotiations
14. Revise Plats and Deeds, as needed
15. Perform closings, coordinate payment and record documents
16. Coordinate MDOT Review of records

The following SERVICES shall be conducted by the CONSULTANT on behalf on the LPA in accordance with the terms and conditions of this CONTRACT and in accordance with all of the CONTRACT'S incorporated Exhibits.

APPRAISAL SCOPE OF WORK

Definitions

1. APPRAISER – The appraiser of record who is a licensed certified general real estate appraiser with experience in appraising real estate using the Before and After valuation method as prescribed by the laws of Mississippi for the purpose of right of way acquisition;
2. MDOT – The Mississippi Department of Transportation;

3. RIGHT OF WAY CONSULTANT – The agency or firm that will perform all other right of way disciplines, to include APPRAISAL;
4. APPRAISAL OFFICER – The officer directing the Appraisal Section and the Appraisal Review Section of the LPA or an official designated by the LPA who is a full time employee of the LPA; and
5. REVIEW APPRAISER – The LPA staff review appraiser or contract review appraiser who is a licensed certified general real estate appraiser with at least six (6) years of real estate appraisal experience appraising real estate for right of way acquisition.
6. LPA – Local Public Agency

General

Prior to the acquisition of property, real property appraisal reports shall be prepared and completed by the APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed:

1. Uniform Standards of Professional Appraisal Practice;
2. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Projects;
3. State and Federal Statutes and Regulations;
4. Standard Operation Procedure and Policy of the MDOT;
5. Guidelines and Procedures on Appraisal for Court Testimony;
6. Work on the parcels containing improvements shall be accomplished first;
7. The appraiser of record shall be a State Certified General Real Estate Appraiser; and
8. All appraisal reports shall be completed on appraisal forms substantially the same as MDOT appraisal forms that have been approved by MDOT.

Original Appraisal Reports and Sales Brochure

Before any appraisal work begins, LPA representatives, the project REVIEW APPRAISER MDOT Right of Way District Coordinator, and the CONSULTANT, shall meet at a time and place determined by the LPA to discuss the project plans and the appraisal for the project.

At this meeting the above items may change 1-8 shall be discussed and copies of all necessary forms shall be provided to the CONSULTANT. At this time, the CONSULTANT will confirm that (s)he has or will have purchased the most recent computer software used by LPA for comparable sales data storage and retrieval prior to beginning the market research for the market data and comparable sales data. The ROW Appraisal Map(s), deeds and one- (1) set of ROW maps and engineering plans shall be furnished at this time. The type of appraisal reports (Total Before and After of Improved Property, Land Only, and Short Form appraisals) and the need for specialty report(s) will be discussed. The fee schedule and method of payment of appraisal services will also be reviewed and discussed.

Also at this meeting, the LPA will make available to the CONSULTANT for inspection or copying, other information, including, but not limited to, the five-year history, background information regarding construction and other available material covering the property being appraised.

Comparable Sales Brochure

The CONSULTANT shall prepare the Comparable Sales Brochure along with a record search list showing the Sections, Townships and Ranges that were searched for comparable sales and the date range utilized in the search. Also a Comparable Sales Map will accompany the Comparable Sales Brochure. A copy of the Comparable Sales Brochure shall be furnished to the REVIEW APPRAISER. The Comparable Sales Brochure shall be reviewed and accepted by the project REVIEW APPRAISER before any appraisal work is started. During the project, the APPRAISER shall maintain and update the Comparable Sales Brochure as new sales data are discovered. A copy of the Comparable Sales Brochure shall be provided to the LPA upon completion and approval of all of the original appraisals on the project.

Appraisal Development and Reporting

Once the original sales brochure has been reviewed and accepted by the REVIEW APPRAISER and the LPA, the appraisal work shall begin, unless otherwise directed by the LPA.

The CONSULTANT shall develop and provide a fully documented real property appraisal on each parcel of the project and in so doing shall make a personal inspection of each parcel to be appraised. The CONSULTANT shall offer the property owner or his or her representative an opportunity to accompany him or her on inspection of the property. The CONSULTANT shall submit on a regular periodic basis all appraisal reports completed for a specified time period (i.e., monthly or weekly). Upon completion of the appraisal report(s) the CONSULTANT shall deliver to the APPRAISAL OFFICER one (1) original appraisal report:

A "fully documented" real property appraisal report shall be considered to be the valuation of all interest(s) pertaining to the same parcel. In addition to the fee simple interest, this is to include all quit claim interests, permanent easements, access rights, uneconomic remnants (x-deeds), temporary easements, and any other interests. The negotiated appraisal fee agreed to in this CONTRACT includes any and all expenses necessary for and related to the appraisal, including but not limited to timber cruises, cost to cure, and cost-new estimates.

Should the LPA require and request the attendance of the CONSULTANT at conferences for the purpose of discussing certain aspects of any appraisal report covered by this contract, no additional compensation shall be paid for such time spent in conference.

All requests by the CONSULTANT for a Specialty Report shall have the concurrence of the APPRAISAL OFFICER. If it is determined by the LPA that a Specialty Report is necessary, then the LPA will determine an agreement with a professional service provider to prepare the report.

A "Specialty Report" is defined as a written report impartially and independently prepared by a qualified specialist setting forth an opinion of the valuation of specialty items to be used as data in or as a component part of an appraisal report. Examples of a specialty report may be a feasibility study or a report from a professional landscape architect to estimate the cost to cure damages to a golf course or from a professional engineer to provide a report on the cost of developing a subdivision of real estate.

Upon the completion of the project's original appraisals, the CONSULTANT shall deliver one original hard copy of the Comparable Sales Brochure to the APPRAISAL OFFICER. Upon review and acceptance of the appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the appraisal report(s).

The LPA will require a complete disclosure of information or data and will require the correction of any apparent errors and may ask that additional information and/or documentation be submitted before establishing that the appraisal report is acceptable.

Revised Appraisal Reports and Sales Brochure

The APPRAISAL OFFICER, or his designated representative, will review any and all changes or revisions to the right of way plans and in consultation with the REVIEW APPRAISER determine if the change or revision will require a revised appraisal report to be completed by the CONSULTANT. If it is determined that a revised appraisal report is necessary, the APPRAISAL OFFICER, or his designated representative, will transmit the revised map and deed to the RIGHT OF WAY CONSULTANT. If the RIGHT OF WAY CONSULTANT initiates a request for a change or revision to the right of way plans, this request must be made in writing to the REVIEW APPRAISER for written approval. Upon approval by the REVIEW APPRAISER, the request must have the concurrence of the APPRAISAL OFFICER. All revised appraisal reports shall be completed in accordance with items may change 1-8 listed above, as applicable.

Upon completion of the revised appraisal report(s), the CONSULTANT shall deliver to the APPRAISAL OFFICER One (1) original of the revised appraisal report(s):

If the revised appraisal report resulted in any changes or additions to the Comparable Sales Brochure, the CONSULTANT shall be responsible for sending the comparable sales data record to the designated APPRAISAL OFFICER and providing the REVIEW APPRAISER with one (1) copy of comparable sales data sheet for each additional or changed comparable sale record.

All revised appraisal reports shall be reviewed and accepted by the REVIEW APPRAISER prior to any fair market value offers being made. Upon review and acceptance of the revised appraisal report(s) by the REVIEW APPRAISER, the APPRAISAL OFFICER may approve payment for the revised appraisal report(s).

Appraisal in Preparation of Testimony in Eminent Domain Court

The appraisal report(s) completed in preparation of testimony before the Special Court of Eminent Domain shall be prepared and completed in accordance with items 1-8 listed above under "General Scope of Work." The date of valuation shall be the date suit is filed. A letter shall be sent by the LPA to the RIGHT OF WAY CONSULTANT with a copy to the CONSULTANT, requesting the preparation of an appraisal report for court. The appraisal for court shall include, but not be limited to market research, property inspection(s), report writing and preparation, preparation of the discovery form, all related attachments, and transmittal letters.

The LPA may require the attendance of the CONSULTANT at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney. The CONSULTANT shall be available for court appearances and court testimony as required by the LPA.

The appraisal for court shall be reviewed and accepted by the REVIEW APPRAISER before any pre-trial conferences and/or trial testimony unless otherwise authorized by the LPA.

The RIGHT OF WAY CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Update Reports to meet all deadlines. In the event the CONSULTANT (OF RECORD) cannot fulfill the obligations to testify as the valuation witness, the RIGHT OF WAY CONSULTANT shall be responsible for supplying a substitute appraisal witness acceptable to the LPA, at no additional costs to the LPA.

REVIEW APPRAISAL SCOPE OF WORK

General

Prior to the acquisition of property, review of the appraisals shall be prepared and completed by the REVIEW APPRAISER. Work shall be in accordance with the following, unless otherwise specified or instructed by the LPA:

1. Uniform Standards of Professional Appraisal Practice;
2. Applicable laws of the State of Mississippi;
3. Standard Operating Procedures and Title 49, Code of Federal Regulations, Part 24, and any revisions thereto;
3. Appraisal review of the parcels containing improvements shall be completed first;
4. The review appraiser shall be a State Certified General Real Estate Appraiser with at least six (6) years of appraisal experience and must have previous experience in review appraisal work for right of way acquisition;
5. All appraisal review reports shall be completed on appraisal review forms substantially the same as MDOT appraisal review forms that have been approved by the LPA; and
6. The REVIEW APPRAISER shall adhere to USPAP and the applicable laws of the State of Mississippi in the appraisal review function.

General Description of Work

The LPA and the REVIEW APPRAISER shall meet as necessary and as requested by either party. The primary function of the Review Appraisal process is to assure that an acceptable appraisal report containing the estimate of market value is made. The requirements of the appraisal review are set forth in the LPA ROW Operations Manual. In addition to the requirements set forth in the LPA ROW Operations Manual the REVIEW APPRAISER shall be available to assist, advise, and provide written recommendations to the LPA or RIGHT OF WAY CONSULTANT, as requested by the LPA.

The REVIEW APPRAISER shall NOT begin work before a Notice to Proceed is issued. The REVIEW APPRAISER shall complete the review of each appraisal report within ten (10) working days. If deficiencies are found, the appraisal report will be returned to the CONSULTANT for corrections. After the review process is completed and the REVIEW APPRAISER has accepted the appraisal report, the accepted appraisal report along with the appraisal review report shall be submitted to the APPRAISAL OFFICER.

The LPA or the RIGHT OF WAY CONSULTANT shall furnish to the REVIEW APPRAISER the following services and data:

1. One (1) original appraisal report;
2. One original hard copy of the Comparable Sales Brochure ;
3. One Comparable Sales Location Map showing the location of each comparable sale;
4. A Record Search List of the Sections, Townships and Ranges which were researched for comparable sales;
5. Right of Way Appraisal Map;
6. Final Right-of-Way Plans;
7. A copy of all the LPA ROW Operations Manual regarding review appraisal procedures, upon request by the REVIEW APPRASER; and
8. The most recent LPA Appraisal / Review Appraisal Report Forms Substantially the same as MDOT Appraisal/Review forms shall be used.

The REVIEW APPRAISER shall:

1. Review the original Comparable Sales Brochure provided by the LPA or the CONSULTANT and recommend its use to begin the appraisal process;
2. Provide the LPA one original Appraisal Review Report of appraisals that have been completed by the CONSULTANT;
3. Provide the LPA copies of the accepted Appraisal Report and Review Appraisal Report for acquisition, relocation, and property management purposes, as applicable;
4. Provide the LPA a parcel tracking code sheet listing all parcels completed similar to (MDOT ROW Form 719) ;
5. Provide a completed Establishment of Just Compensation Form to be reviewed and signed by the Authorized LPA Official, authorized to establish the amount believed to be just compensation;
6. Maintain complete and accurate Weekly Status Reports and Appraisal Review Detailed Status Reports (refer to Appendix A-1 & A-2, respectfully). The format for these reports provided in Appendix A-1 and A-2 shall be followed by the CONSULTANT. The REVIEW APPRAISER shall furnish this report to the APPRAISAL OFFICER on a regular weekly basis; and
7. Furnish the APPRAISAL OFFICER the original accepted and recommended appraisals along with the reviewer's recommendation of the amount believed to be just compensation and supporting documentation. The APPRAISAL OFFICER will distribute to the RIGHT OF WAY CONSULTANT a copy(s) of accepted and recommended appraisals, the review appraisal report, and Establishment of just compensation as provided by the LPA's designated official.

Note: Exhibit information is for illustration purposes only.

APPENDIX A-1 – Review Appraisal Weekly Status Report

Review Appraiser: _____
 Report Date: _____

| County | Project No. | APPRAISAL | | | | REVIEW | | | NEGOTIATIONS | | | |
|--------|-------------|---------------|------------------|----------------------|---------------------------------|---|----------------------------|---|--------------|----------------------------------|--|--|
| | | Total Parcels | Total Appraisals | Total Value Findings | Total Appraisals Sent to Review | Total Appraisals Returned to Appraiser(s) | Total Appraisals in Review | Total Appraisals to LPA (for Admin. Review) | | Total Appraisals to Negotiations | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

OTHER WORK ASSIGNMENTS / ACTIVITIES:

| Work Activity | County | Project No. | Parcel/Owner | Status (Working/Complete) |
|---------------|--------|-------------|--------------|---------------------------|
| | | | | |
| | | | | |
| | | | | |

COMMENTS

ACQUISITION SCOPE OF WORK

The CONSULTANT shall furnish the LPA Acquisition Officer a weekly status report in a format as prescribed by the LPA (See Appendix B).

Reports are due in the LPA's office by e-mail or fax by 12:00 p.m. each Monday for the duration of the Work Assignment.

Acquisition by Deed

When a parcel is acquired by deed, CONSULTANT shall furnish the following:

- (a) The original right-of-way invoice with the signature of the CONSULTANT'S project manager recommending payment;
- (b) A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust;
- (c) An executed IRS Form W-9 from the property owners;
- (d) A copy of a Fair Market Value Offer ("FMVO") given to every identifiable interest holder and any recommendations for administrative adjustments. Prior approval by the LPA'S ROW Acquisition Officer is required for any Administrative Adjustments to the Fair Market Value. Information pertaining to administrative adjustments on parcels involving displaces shall also be forwarded to the LPA'S Relocation Officer and the CONSULTANT'S Relocation personnel. A contact record in a format prescribed by the LPA; and
- (e) A closing statement signed by the CONSULTANT (original).

Acquisition by Condemnation

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

- (a) Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowners. The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
- (b) Statement in contact record that a copy of the Fair Market Value offer was delivered to every identifiable interest holder; and
- (c) A contact record in a format prescribed by the LPA.

Upon completion of the project, all files are to be delivered by the CONSULTANT to the LPA within 30 days. Each file shall be indexed in a format prescribed by the LPA.

APPENDIX B – ACQUISITION WEEKLY STATUS REPORT

WEEKLY ACQUISITION STATUS REPORT

Cover Sheet

FOR MDOT HQ USE ONLY. DO NOT PRINT AND DISCARD THIS INFORMATION AT FIELD LOCATIONS.

State Project: _____

| | | |
|---|--------------------------|--------------------------------|
| Acquired (turned-in for payment)..... | <input type="checkbox"/> | OCA: _____ |
| Recommended for Condemnation..... | <input type="checkbox"/> | Name of County _____ |
| In Negotiation (Files)..... | <input type="checkbox"/> | Terminl: _____ |
| Appraisals Needed..... | <input type="checkbox"/> | |
| Unable to complete due to revisions | <input type="checkbox"/> | <<(smd, appraisal memo's, etc) |
| Total Files..... | <input type="checkbox"/> | |

- Acquisition Agent(s) _____
- Relocation Agent(s) _____
- Asst Constr Engr _____
- Project Engineer _____
- Dist Surveyor _____
- Utility Coordinator _____
- Review Appraiser _____
- SM&D Squad _____
- Title Reviewer _____

Dist Ofc Ph: _____ Fax: _____

Chancery Clk: _____ Tax Assessors Ofc: _____

other details specific to project _____

Hotel ph#s in area _____

RELOCATION ASSISTANCE – SCOPE OF WORK
(NOT APPLICABLE)

PROPERTY MANAGEMENT – SCOPE OF WORK
NOT APPLICABLE

APPENDIX C THROUGH L
(NOT APPLICABLE)

INTENTIONALLY DELETED

**(THESE APPENDICES RELATIVE TO SERVICES
NOT BEING PERFORMED UNDER THIS CONTRACT)**

ORDER AND ARRANGEMENT OF DOCUMENTS IN FILES

Documentation contained within the LPA ROW files are to be arranged in order as set forth in
APPENDIX M

APPENDIX M ORDER OF FILE DOCUMENTS [TOP TO BOTTOM]

TITLE REPORT

ACQUISITION DOCUMENT:

RECORDED WARRANTY DEED, PERMANENT EASEMENT, TEMPORARY EASEMENT,
X-DEED (IF PROPERTY OWNER REJECTED OFFER TO PURCHASE UNECONOMIC
REMNANT WRITE IN BOLD LETTERS ACROSS X-DEED “**OFFER REJECTED**”)

CANCELED CHECK/WARRANT

DONATION DOCUMENTATION IF APPLICABLE PER REQUIREMENTS OF 49CFR Part 24

APPRAISAL/WAIVER VALUATION (IF APPLICABLE)/PROPERTY OWNER RELEASE OF
OBLIGATION TO

PREPARE APPRAISAL

REVIEW APPRAISAL

LPA OFFICIAL'S ESTABLISHMENT OF JUST COMPENSATION

FAIR MARKET VALUE OFFER (AS PRESENTED TO THE PROPERTY OWNER)

ADMINISTRATIVE ADJUSTMENT DOCUMENTATION IF APPLICABLE

RELOCATION ACCOMPLISHED LETTER

RELOCATION OFFER(S) LETTER

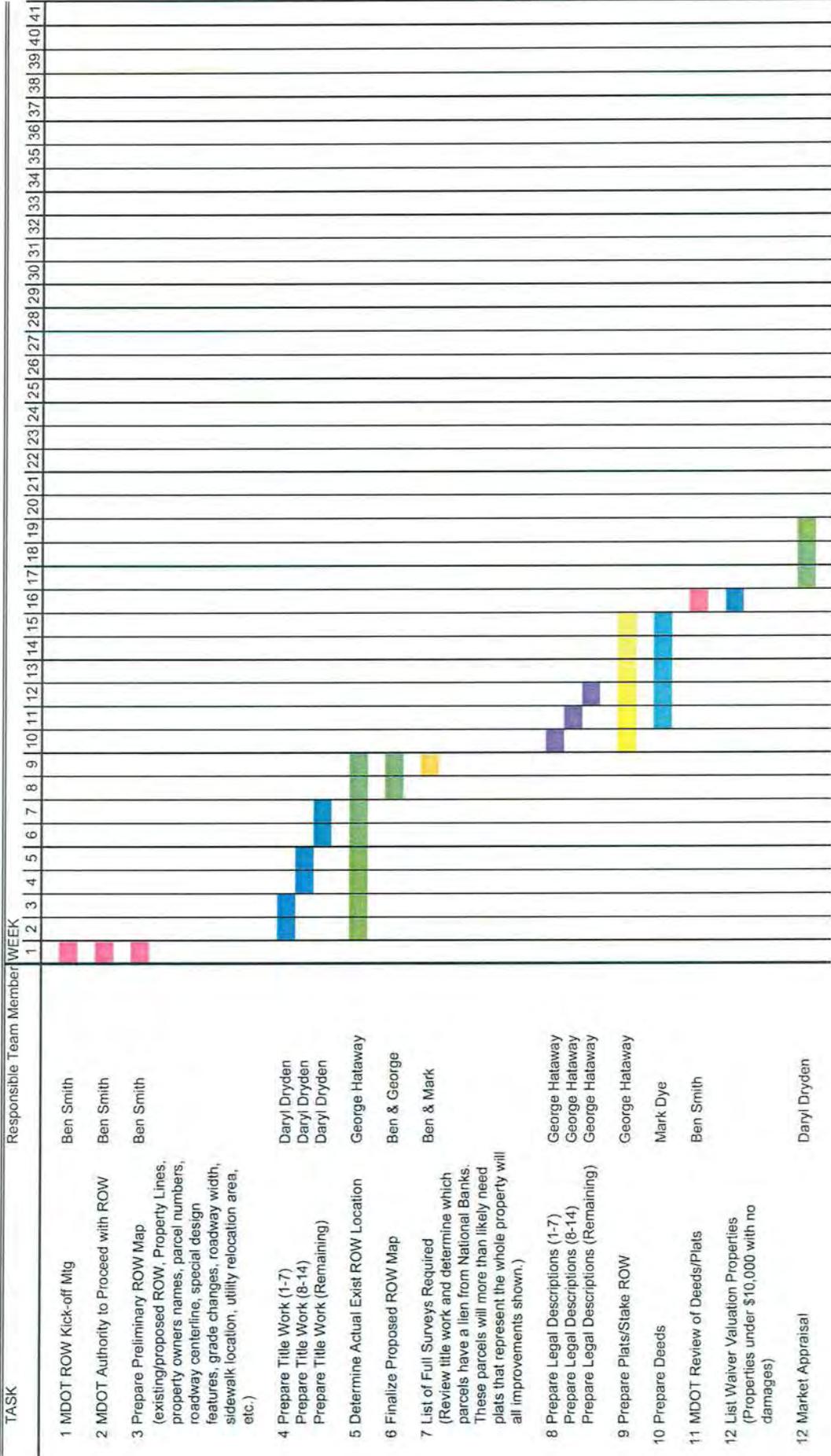
DOCUMENTATION OF COMPUTATIONS

RELOCATION REVIEW AND ACCEPTANCE OF OFFERS STATEMENT/SIGNATURE

SUPPORTING RELOCATION DOCUMENTATION

REPLACEMENT DWELLING INSPECTION REPORT (RESIDENTIAL ONLY)

HOSPITAL ROAD IMPROVEMENTS ROW ACQUISITION SCHEDULE
STP-8971-00(005)\PA\106448-701000



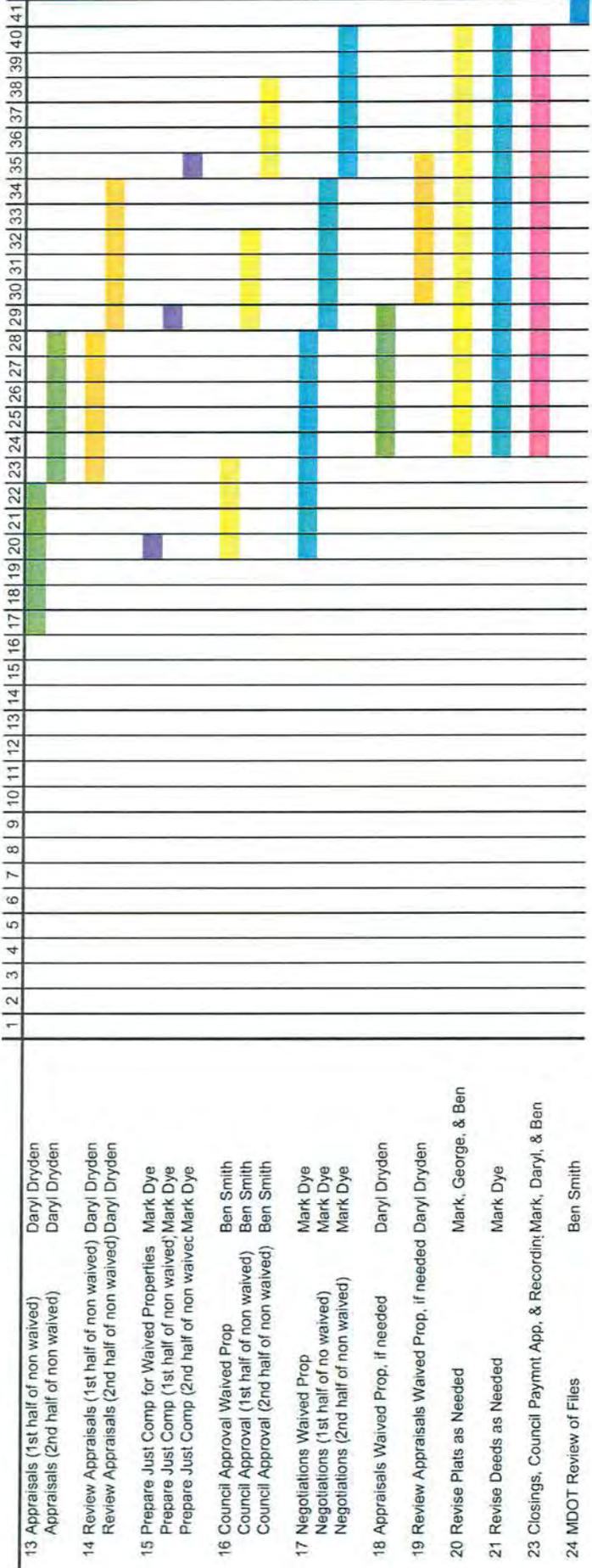


EXHIBIT 3

FEES AND EXPENSES

**HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000**

The LPA shall pay the CONSULTANT on an actual Labor Hour/Unit Cost per parcel Basis for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, for all salaries, payroll additives, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT. The CONSULTANT shall prepare an estimate for the specific work identified for the contemplated improvement, and the LPA shall review and may approve this amount on a PROJECT basis using typical rates, and when acceptable issue the Notice to Proceed to the CONSULTANT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead, and direct costs. Direct salaries are those amounts actually paid to the person performing the Services which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to the Contract.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the PROJECT and not included in overhead. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

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

Labor-Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit (for Phase II Eminent Domain attorney pre-trial and trial testimony).

Unit-costs as the term is used herein shall include all direct salaries, payroll additives, overhead, direct costs and profit. The Unit Cost rates shall be established in the Rate Table of Exhibit 3 submitted by the CONSULTANT below.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

**CONSULTANT'S KEY PERSONNEL AND PROJECT STAFF & RESPONSIBILITIES &
SUBCONSULTANTS**

| | | |
|-----------------------------|--|----------------|
| Consultant's Key Personnel: | Benjamin Smith, P.E. | (228) 436-7612 |
| Sub-Consultants: | General Appraiser – Michael J. Heidelberg | (228) 762-9363 |
| | Review Appraiser – Everette Ladner, MAI, SRA | (228) 604-1900 |
| | Acquisition (Attorney) – Daryl Dryden | (228) 762-8021 |

PROGRESS SCHEDULE

All parcels will be acquired or condemned by **February 20, 2015**, and all relocatees will be moved by **N/A**.

Appraisal Reports for all Parcels must be completed by **July 30, 2014**.

All Appraisal Review Reports must be completed by **August 15, 2014**.

Property Management Inventory shall be completed for all parcels within **N/A** days of the Notice to Proceed.

Asbestos Abatement and Demolition shall be completed within **N/A** days of the completion of relocation of all displaced persons and/or business relocation from the parcel.

MAXIMUM ALLOWABLE COST

The CONSULTANT shall not exceed the "Cost Per Parcel" Rate established for this Work Assignment identified below.

| Function | Estimated No. of Parcels | Cost per Parcel | Total Cost |
|---------------------------------------|--------------------------------|-----------------------------------|---------------------|
| Appraisal | | | |
| Phase I With Improvements | <u>3</u> | \$ <u>3,000.00</u> | \$ <u>9,000.00</u> |
| Land Only | <u>19</u> | \$ <u>950.00</u> | \$ <u>18,050.00</u> |
| Phase II Eminent Domain | | | |
| Court Updates | <u>4</u> | \$ <u>750.00</u> | \$ <u>3,000.00</u> |
| Review Appraisal | | | |
| With Improvements | <u>3</u> | \$ <u>825.00</u> | \$ <u>2,475.00</u> |
| Land Only | <u>19</u> | \$ <u>825.00</u> | \$ <u>15,675.00</u> |
| Acquisition | | | |
| With Improvements | <u>3</u> | \$ <u>2,500.00</u> | \$ <u>7,500.00</u> |
| No Improvements | <u>19</u> | \$ <u>2,500.00</u> | \$ <u>47,500.00</u> |
| Relocation Assistance | | | |
| Residential | <u> </u> | \$ <u> </u> | \$ <u>0.00</u> |
| Businesses/Non Profit | <u> </u> | \$ <u> </u> | \$ <u>0.00</u> |
| Misc./Personal | <u> </u> | \$ <u> </u> | \$ <u>0.00</u> |
| Property Management | | | |
| Property Management Inventory | <u> </u> | \$ <u> </u> | \$ <u>0.00</u> |
| Asbestos Abatement and Demolition | <u> </u> | \$ <u> </u> | \$ <u>0.00</u> |
| Completion of Appraisal for Court | | | |
| Attorney Trial & Pretrial testimony * | | <u>(See Attached Exhibit 3-A)</u> | \$ <u>34,346.00</u> |

*The CONSULTANT may be due additional funds providing Trial & Pretrial testimony estimated amount of hours are exceeded.

Maximum Project Costs = \$ 137,546.00

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$137,546.00** (Total of all Charges) without the prior written consent of both parties.

The LPA may retain 25% of the CONSULTANT'S contract amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

EXHIBIT 3-A

**COST BREAKDOWN
FOR
ADDITIONAL FUNDS TO PROVIDE TRIAL AND PRE-TRIAL TESTIMONY**

HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
STP-8971-00(005)/LPA 106448-701000

* Estimated costs are based on 4 parcels requiring trial and pre-trial services.

| Classification | Estimated Manhours | Hourly Rate | Total per Classification |
|-----------------------|--------------------|-------------|--------------------------|
| Professional Engineer | 8 | \$128.00 | \$1,024.00 |
| Attorney | 148 | \$200.00 | \$29,600.00 |
| General Appraiser | 4 | \$180.00 | \$720.00 |
| Review Appraiser | 16 | \$180.00 | \$2,880.00 |
| Administrative | 2 | \$61.00 | \$122.00 |
| Total Estimated Cost | | | \$34,346.00 |

EXHIBIT 4

SAMPLE COVER SHEET FOR CONSULTANT INVOICE (Summary)
[Labor-Hour/Unit Cost]

{LPA Name Here}
{Physical Address Here}
{City, State Zip Code Here}

DATE:

ATTENTION: Consultant Services Administrator

INVOICE NO. 0000*
PERIOD _____, 20____ THROUGH _____, 20____
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20____, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____
CONSULTANT: _____

Summary of Billings

| | CURRENT Invoice | PREVIOUS Invoice | TOTAL ALLOWED TO DATE |
|-------------------------|--------------------|---------------------|--------------------------|
| UNIT COSTS | | | |
| Appraisal | \$ | \$ | \$ |
| Review Appraisal | \$ | \$ | \$ |
| Acquisition | \$ | \$ | \$ |
| Relocation | \$ | \$ | \$ |
| Property Management | \$ | \$ | \$ |
| Eminent Domain Services | | | |
| Appraisals for Court | \$ | \$ | \$ |
| Pre-Trial Preparation | \$ | \$ | \$ |
| Trial Testimony | \$ | \$ | \$ |
| | | | |
| PROJECT TOTAL | \$ | \$ | \$ |

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.

Sample Invoice by Parcel Unit Cost /Hourly Rate

{LPA Name Here}
 {Physical Address Here}
 {City, State Zip Code Here}

DATE:

ATTENTION: {LPA} Administrator

INVOICE NO. 0000*
 PERIOD _____, 20___ THROUGH _____, 20___
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED _____, 20___, AS RELATES TO
 PROJECT NO. _____ IN _____ COUNTY. HIGHWAY _____.
 CONSULTANT: _____

| Services Rendered under this Invoice: {Appraisal, Review Appraisal, Acquisition, Relocation, Property Management, or Eminent Domain} | | | | |
|--|--------------|----------|----------------|-------|
| Parcel No. | No. of Units | Unit Fee | Type of Work** | Total |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. Attach supporting documentation.
2. * Invoice numbers should be no more than 12 characters in length (including letters, numbers, spaces, and symbols). No duplicate invoice numbers are allowed.
3. The consultant may use its own invoice form so long as it has been approved. Prior to submission by the CONSULTANT, said form should, at a minimum, contain the above information.
4. ** Specify "Type of Work" as denoted in Function list of Rate Schedule in Exhibit 3.

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY**

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

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the LPA, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).
3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.
4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.
5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.
6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for

compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).
8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
9. Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for LPA of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or LPA of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with LPA of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this

CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

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

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

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

SO CERTIFIED this 27th day of August, 2013.

CONSULTANT:
BROWN, MITCHELL & ALEXANDER, INC.

Dax alexander
Dax B. Alexander, P.E., President

ATTEST:

My Commission Expires:

4/29/17

Michelle R. Phillips

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

HOSPITAL ROAD IMPROVEMENTS PROJECT
JACKSON COUNTY, MISSISSIPPI
(RIGHT-OF-WAY ACQUISITION)
PROJECT NO. STP-8971-00(005) LPA /106448-701000

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20_____.

LPA: CITY OF PASCAGOULA, MISSISSIPPI

Joseph Huffman
City Manager

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation LPA [MTC], Department of Employment Security, State Tax LPA, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

170798

EEV* Company Identification Number [Required]

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

BY: Dax Alexander
Authorized Officer or Agent

8/29/13
Date

Dax Alexander, P.E.
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 29th day of August, 2013



Michelle Rae Phillips
NOTARY PUBLIC

My Commission Expires: 8/29/17

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U.S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Planning, Inspections and Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Change Order 10 for Riverfront MDA/CDBG project

Attach additional information as necessary

Action Requested:

Approve Change Order 10 with GT Development & Contracting, LLC, for an addition of \$110,170.00 and 245 days to incorporate identified work to date associated with Work Change Directive 1 (attached). The work change directive, and associated cost estimates have been approved by Council previously, most recently on 5/21/2013. This work has been reviewed by MDA and the approach deemed appropriate. The grant contains sufficient funds to cover this change. Authorize the City Manager to execute associated documents.

| | | | | |
|---------------------------------------|---|--|-------------------|---|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input checked="" type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

September 24, 2013

Ms. Jaclyn Turner, P.E., Program Manager
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: MDA/CDBG Final Surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Project
(C.E. Job #: 206-139.006C)

Dear Ms. Turner:

Attached please find Change Order No. 10 and attachments dated September 24, 2013 for the above referenced project. Change Order No. 10 adds work to the contract previously authorized under Work Change Directive No. 1 also attached.

Compton Engineering, Inc. recommends approval and award of Change Order No. 10 to G.T. Development & Contracting, L.L.C. increasing the contract in the amount of one hundred ten thousand, one hundred seventy dollars and zero cents for the following:

| | |
|---|--------------|
| Front Street Reconnection: | \$110,170.00 |
| Riverfront Redevelopment: | \$ 0.00 |
| Total for Front Street Reconnection and Riverfront Redevelopment: | \$110,170.00 |

Approval and award of this change order is contingent upon reviewing agencies approval.

If you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

attachment

pc: Jeane Bull, City of Pascagoula
Michele Moore, Jimmy G. Gouras Urban Planning
G.T. Development & Contracting, L.L.C.

PASCAGOULA

BILOXI

BAY ST. LOUIS

Change Order Request Form

| | |
|-------------------------------------|---|
| Applicant Name: | City of Pascagoula |
| Project Description: | MDA/CDBG Final surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Projects |
| Contract Number: | Front Street: R-103-290-01-KCR Riverfront: R-109-290-04-KCR |
| Change Order Request Number: | 10 |

Please include the following information:

| REQUIRED INFORMATION | EXPLANATION |
|---|--|
| Description of the change | Changer Order Number 10 adds time and pay items to the contract to conduct exploratory excavations to investigate the cause of settlement near the southwest corner of the parking garage. |
| A justification of the need for the change | Changer Order Number 10 is required to conduct exploratory excavations to investigate the cause of settlement near the southwest corner of the parking garage. |
| A justification of the need for time extension | Changer Order Number 10 is required to add 245 days to the contract to procure materials and conduct exploratory excavations to investigate the cause of settlement near the southwest corner of the parking garage. |
| Revised plans, specifications, and contract documents as needed | See attached |
| Engineering computations and sketches, if necessary to justify the change | See attached |
| Contractor certification in writing that the cost of the change order has been analyzed and found to be reasonable | See attached |

Signatures:

| | Signature: | Date: |
|---|---|--------------|
| Contractor |  | 9/24/13 |
| Responsible Entity City of Pascagoula | | |
| DRD Staff | | |
| DRD Bureau Manager | | |

**SECTION 00943-10
CHANGE ORDER NO. 10**

Date of Issuance: September 24, 2013 Effective Date: _____

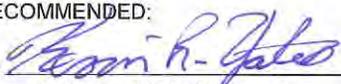
| | | |
|---|------------------------------|---|
| Project: MDA/CDBG Final Surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Projects | Owner: City of Pascagoula | |
| Contract: MDA/CDBG Final Surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Projects | | Date of Contract: January 17, 2011 |
| Contractor: G.T. Development & Contracting, L.L.C. | | Engineer's Project No.: 206-139.006C |
| 1703 Old Mobile Highway, Pascagoula, MS 39567 | | |

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

Description: See Attachment No. 1 to Change Order No. 10

Attachments: Attachment No. 1 to Change Order No. 10

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price: \$ 3,751,019.50 | Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>June 16, 2011</u> Ready for final payment (days or date): <u>July 16, 2011</u> |
| Contract Price prior to this Change Order: \$ 3,226,743.08 | Contract Times prior to this Change Order: Substantial completion (days or date): <u>June 13, 2012</u> Ready for final payment (days or date): <u>April 5, 2013</u> |
| Increase as of this Change Order: \$ 110,170.00 | Change of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>245 days</u> |
| Contract Price incorporating this Change Order: \$3,336,913.08 | Contract Times with all approved Change Orders: Substantial completion (days or date): <u>June 13, 2012</u> Ready for final payment (days or date): <u>December 6, 2013</u> |

| | | |
|--|------------------------------|---|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: <u></u> | By: _____ | By: <u></u> |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: <u>9-24-2013</u> | Date: _____ | Date: <u>9/24/13</u> |

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| FRONT STREET REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|---|-------|---------------|--------------------|----------------------|---------------------|----------------------|--------------------------|----------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 01012-A | Mobilization/Demobilization | LS | \$ 105,000.00 | 1.00 | \$ 105,000.00 | 1.00 | \$ 105,000.00 | 0.00% | \$ - |
| 01014-A | Erosion/sediment control | LS | \$ 50,000.00 | 1.00 | \$ 50,000.00 | 1.00 | \$ 50,000.00 | 0.00% | \$ - |
| 01330-A | Construction survey | LS | \$ 48,000.00 | 1.00 | \$ 48,000.00 | 1.00 | \$ 48,000.00 | 0.00% | \$ - |
| 01571-A | Temporary silt fence | LF | \$ 2.50 | 1,132.00 | \$ 2,830.00 | 1,132.00 | \$ 2,830.00 | 0.00% | \$ - |
| 02050-A | Saw cut pavement (all thicknesses) | LF | \$ 2.50 | 1,871.00 | \$ 4,677.50 | 1,871.00 | \$ 4,677.50 | 0.00% | \$ - |
| 02050-B | Pavement removal (all thicknesses) | SY | \$ 1.50 | 8,572.31 | \$ 12,858.47 | 8,572.31 | \$ 12,858.47 | 0.00% | \$ - |
| 02050-C | Remove drainage structures (all sizes) | EA | \$ 400.00 | 16.00 | \$ 6,400.00 | 16.00 | \$ 6,400.00 | 0.00% | \$ - |
| 02050-D | Remove drainage pipe (all sizes) | LF | \$ 25.00 | 1,116.50 | \$ 27,912.50 | 1,116.50 | \$ 27,912.50 | 0.00% | \$ - |
| 02050-E | Remove fire hydrant assembly | EA | \$ 1,200.00 | 3.00 | \$ 3,600.00 | 3.00 | \$ 3,600.00 | 0.00% | \$ - |
| 02110-A | Clearing and grubbing | AC | \$ 400.00 | 0.25 | \$ 100.00 | 0.25 | \$ 100.00 | 0.00% | \$ - |
| 02200-A | Import fill material | CY | \$ 8.00 | 10,696.32 | \$ 85,570.56 | 10,696.32 | \$ 85,570.56 | 0.00% | \$ - |
| 02200-B | Unclassified excavation | CY | \$ 3.00 | 3,762.70 | \$ 11,288.10 | 3,762.70 | \$ 11,288.10 | 0.00% | \$ - |
| 02200-C | Undercut and haul off | CY | \$ 4.00 | 7,848.84 | \$ 31,395.36 | 7,848.84 | \$ 31,395.36 | 0.00% | \$ - |
| 02200-D | Testing | LS | \$ 42,000.00 | 1.00 | \$ 42,000.00 | 1.00 | \$ 42,000.00 | 0.00% | \$ - |
| 02232-A | Aggregate pavement base | TON | \$ 48.00 | | \$ - | | \$ - | - | \$ - |
| 02232-A1 | Aggregate pavement base (crushed concrete in lieu of 610) | TON | \$ 32.00 | 6,904.75 | \$ 220,952.00 | 6,904.75 | \$ 220,952.00 | 0.00% | \$ - |
| 02247-A | Geotextile fabric | SY | \$ 1.30 | 3,521.00 | \$ 4,577.30 | 3,521.00 | \$ 4,577.30 | 0.00% | \$ - |
| 02290-A | Limestone foundation | TON | \$ 48.00 | 97.49 | \$ 4,679.52 | 97.49 | \$ 4,679.52 | 0.00% | \$ - |
| 02290-B | 67 stone pipe bedding material | TON | \$ 48.00 | 1,926.20 | \$ 92,457.60 | 1,926.20 | \$ 92,457.60 | 0.00% | \$ - |
| 02434-A | 18" RCP | LF | \$ 29.00 | 346.00 | \$ 10,034.00 | 346.00 | \$ 10,034.00 | 0.00% | \$ - |
| 02434-B | 24" RCP | LF | \$ 45.00 | 102.00 | \$ 4,590.00 | 102.00 | \$ 4,590.00 | 0.00% | \$ - |
| 02434-C | Curb inlet | EA | \$ 2,950.00 | 3.00 | \$ 8,850.00 | 3.00 | \$ 8,850.00 | 0.00% | \$ - |
| 02434-D | Curb inlet throat extension | LF | \$ 125.00 | | \$ - | | \$ - | - | \$ - |
| 02434-F | Area inlet | EA | \$ 5,500.00 | 1.00 | \$ 5,500.00 | 1.00 | \$ 5,500.00 | 0.00% | \$ - |
| 02434-G | Junction box | EA | \$ 5,500.00 | 1.00 | \$ 5,500.00 | 1.00 | \$ 5,500.00 | 0.00% | \$ - |
| 02434-H | Adjust inlet to grade | EA | \$ 1,200.00 | 7.00 | \$ 8,400.00 | 7.00 | \$ 8,400.00 | 0.00% | \$ - |
| 02434-I | Convert area inlet to curb inlet | EA | \$ 3,000.00 | 12.00 | \$ 36,000.00 | 12.00 | \$ 36,000.00 | 0.00% | \$ - |
| 02434-J | Convert area inlet to Type A area inlet | EA | \$ 2,500.00 | 2.00 | \$ 5,000.00 | 2.00 | \$ 5,000.00 | 0.00% | \$ - |
| 02434-L | Concrete valley gutter | LF | \$ 11.00 | 325.00 | \$ 3,575.00 | 325.00 | \$ 3,575.00 | 0.00% | \$ - |
| 02434-N | Concrete flume 4' x 3' | EA | \$ 350.00 | | \$ - | | \$ - | - | \$ - |
| 02501-A | 12" C900 water main | LF | \$ 36.00 | 1,063.00 | \$ 38,268.00 | 1,063.00 | \$ 38,268.00 | 0.00% | \$ - |
| 02501-B | 6" C900 water main | LF | \$ 18.00 | 314.00 | \$ 5,652.00 | 314.00 | \$ 5,652.00 | 0.00% | \$ - |
| 02501-D | 12" ductile iron water main | LF | \$ 62.00 | 730.50 | \$ 45,291.00 | 730.50 | \$ 45,291.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 930,958.91 | | \$ 930,958.91 | \$ | - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| FRONT STREET REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|-------------------------------------|-------|-------------|--------------------|----------------------|---------------------|----------------------|--------------------------|----------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 02501-E | 12" gate valves | EA | \$ 2,000.00 | 6.00 | \$ 12,000.00 | 6.00 | \$ 12,000.00 | 0.00% | \$ - |
| 02501-F | 8" gate valves | EA | \$ 1,200.00 | 3.00 | \$ 3,600.00 | 3.00 | \$ 3,600.00 | 0.00% | \$ - |
| 02501-H | Ductile iron fittings | LBS | \$ 6.00 | 8,881.00 | \$ 53,286.00 | 8,881.00 | \$ 53,286.00 | 0.00% | \$ - |
| 02501-I | 12"X12" hot tap | EA | \$ 4,300.00 | | \$ - | | \$ - | - | \$ - |
| 02501-J | Tie-in to 12" tee | EA | \$ 1,000.00 | 1.00 | \$ 1,000.00 | 1.00 | \$ 1,000.00 | 0.00% | \$ - |
| 02501-K | 1" water service | EA | \$ 500.00 | 3.00 | \$ 1,500.00 | 3.00 | \$ 1,500.00 | 0.00% | \$ - |
| 02501-L | 2" water service | EA | \$ 3,000.00 | | \$ - | | \$ - | - | \$ - |
| 02501-N | 4" schedule 40 sleeving | LF | \$ 2.50 | 5,203.00 | \$ 13,007.50 | 5,203.00 | \$ 13,007.50 | 0.00% | \$ - |
| 02501-O | Concrete Encase 12" D.I. water main | LF | \$ 125.00 | | \$ - | | \$ - | - | \$ - |
| 02501-P | 10" gate valves | EA | \$ 1,450.00 | 1.00 | \$ 1,450.00 | 1.00 | \$ 1,450.00 | 0.00% | \$ - |
| 02501-Q | 6" water service tap and 6" valve | EA | \$ 2,500.00 | 17.00 | \$ 42,500.00 | 17.00 | \$ 42,500.00 | 0.00% | \$ - |
| 02501-R | 6" sanitary sewer service wye | EA | \$ 1,000.00 | 13.00 | \$ 13,000.00 | 13.00 | \$ 13,000.00 | 0.00% | \$ - |
| 02503-A | Fire hydrant assembly | EA | \$ 2,500.00 | 6.00 | \$ 15,000.00 | 6.00 | \$ 15,000.00 | 0.00% | \$ - |
| 02503-B | Fire hydrant extension | VF | \$ 400.00 | 9.50 | \$ 3,800.00 | 9.50 | \$ 3,800.00 | 0.00% | \$ - |
| 02536-A | Adjust existing manhole to grade | EA | \$ 1,800.00 | 8.00 | \$ 14,400.00 | 8.00 | \$ 14,400.00 | 0.00% | \$ - |
| 02536-B | 10" SDR 26 PVC sewer main | LF | \$ 46.00 | 1,289.50 | \$ 59,317.00 | 1,289.50 | \$ 59,317.00 | 0.00% | \$ - |
| 02536-C | 8" SDR 26 PVC sewer main | LF | \$ 38.00 | 165.00 | \$ 6,270.00 | 165.00 | \$ 6,270.00 | 0.00% | \$ - |
| 02536-D | 6" sewer laterals | LF | \$ 33.00 | 359.00 | \$ 11,847.00 | 359.00 | \$ 11,847.00 | 0.00% | \$ - |
| 02536-E | Sanitary sewer manhole | EA | \$ 3,200.00 | 8.00 | \$ 25,600.00 | 8.00 | \$ 25,600.00 | 0.00% | \$ - |
| 02577-A | Scored concrete intersection | SY | \$ 82.00 | 372.20 | \$ 30,520.40 | 372.20 | \$ 30,520.40 | 0.00% | \$ - |
| 02577-B | Heavy duty asphalt paving | SY | \$ 24.00 | | \$ - | | \$ - | - | \$ - |
| 02577-B2 | Heavy duty asphalt paving | SY | \$ 23.00 | | \$ - | | \$ - | - | \$ - |
| 02577-E | Concrete drive paving | SY | \$ 70.00 | 398.00 | \$ 27,860.00 | 398.00 | \$ 27,860.00 | 0.00% | \$ - |
| 02577-F | Concrete curb and gutter | LF | \$ 16.00 | 5,295.75 | \$ 84,732.00 | 5,295.75 | \$ 84,732.00 | 0.00% | \$ - |
| 02577-F2 | Concrete curb and gutter | LF | \$ 17.00 | 1,765.25 | \$ 30,009.25 | 1,765.25 | \$ 30,009.25 | 0.00% | \$ - |
| 02577-G | Concrete crosswalk | SY | \$ 49.00 | 394.32 | \$ 19,321.68 | 394.32 | \$ 19,321.68 | 0.00% | \$ - |
| 02577-G2 | Concrete crosswalk | SY | \$ 48.00 | 250.00 | \$ 12,000.00 | 250.00 | \$ 12,000.00 | 0.00% | \$ - |
| 02577-H | ADA ramps | EA | \$ 450.00 | 25.00 | \$ 11,250.00 | 25.00 | \$ 11,250.00 | 0.00% | \$ - |
| 02577-K | Concrete sidewalk | SY | \$ 39.00 | 404.05 | \$ 15,757.95 | 404.05 | \$ 15,757.95 | 0.00% | \$ - |
| 02577-M | Crosswalk brick pavers | SY | \$ 120.00 | 356.00 | \$ 42,720.00 | 356.00 | \$ 42,720.00 | 0.00% | \$ - |
| 02577-N | Miscellaneous signage | EA | \$ 400.00 | 46.00 | \$ 18,400.00 | 46.00 | \$ 18,400.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 570,148.78 | | \$ 570,148.78 | \$ | - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| FRONT STREET REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|---|-------|--------------|--------------------|----------------------|---------------------|----------------------|--------------------------|-------------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 02577-O | Tabled crosswalk | LS | \$ 7,500.00 | 1.00 | \$ 7,500.00 | 1.00 | \$ 7,500.00 | 0.00% | \$ - |
| 02805-H | 4 meter pod umbrella and engineered foundation | EA | \$ 22,000.00 | | \$ - | | \$ - | - | \$ - |
| 02936-A | Seeding | SY | \$ 0.75 | 9,354.00 | \$ 7,015.50 | 9,354.00 | \$ 7,015.50 | 0.00% | \$ - |
| 02938-A | Sodding | SY | \$ 5.00 | 4,928.00 | \$ 24,640.00 | 4,928.00 | \$ 24,640.00 | 0.00% | \$ - |
| 09912-A | Parking stall striping | LF | \$ 1.50 | 574.50 | \$ 861.75 | 574.50 | \$ 861.75 | 0.00% | \$ - |
| 09912-D | Stop bar | EA | \$ 150.00 | 7.00 | \$ 1,050.00 | 7.00 | \$ 1,050.00 | 0.00% | \$ - |
| 09912-E | Painted arrows | SF | \$ 5.50 | 159.25 | \$ 875.88 | 159.25 | \$ 875.88 | 0.00% | \$ - |
| 09912-F | 6" thermoplastic traffic striping, solid yellow | LF | \$ 3.50 | 4,112.20 | \$ 14,392.70 | 4,112.20 | \$ 14,392.70 | 0.00% | \$ - |
| CO2-A | Remove & replace chain link security fence | LS | \$ 9,385.00 | 1.00 | \$ 9,385.00 | 1.00 | \$ 9,385.00 | 0.00% | \$ - |
| CO2-B | Relocated 3 MS Power poles | LS | \$ 17,125.00 | 1.00 | \$ 17,125.00 | 1.00 | \$ 17,125.00 | 0.00% | \$ - |
| CO2-C | Additional dock demolition | LS | \$ 10,068.00 | 1.00 | \$ 10,068.00 | 1.00 | \$ 10,068.00 | 0.00% | \$ - |
| CO2-D | Flowable fill | CY | \$ 174.00 | 75.00 | \$ 13,050.00 | 75.00 | \$ 13,050.00 | 0.00% | \$ - |
| CO2-E | Miscellaneous concrete | CY | \$ 160.00 | 297.55 | \$ 47,608.00 | 297.55 | \$ 47,608.00 | 0.00% | \$ - |
| CO2-F | Adjust drain inlet location | EA | \$ 600.00 | 8.00 | \$ 4,800.00 | 8.00 | \$ 4,800.00 | 0.00% | \$ - |
| CO2-G | Oversized grate inlet | EA | \$ 6,900.00 | 2.00 | \$ 13,800.00 | 2.00 | \$ 13,800.00 | 0.00% | \$ - |
| CO2-H | Reconnect 4" water service | EA | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 0.00% | \$ - |
| CO2-I | Construct inlet invert | EA | \$ 275.00 | 8.00 | \$ 2,200.00 | 8.00 | \$ 2,200.00 | 0.00% | \$ - |
| CO2-J | Oversized curb inlet | EA | \$ 4,950.00 | 1.00 | \$ 4,950.00 | 1.00 | \$ 4,950.00 | 0.00% | \$ - |
| CO2-K | Jack & bore 14 L.F. of 14" steel casing | LS | \$ 8,400.00 | 1.00 | \$ 8,400.00 | 1.00 | \$ 8,400.00 | 0.00% | \$ - |
| CO2-L | 8" C900 Water Main | LF | \$ 28.00 | 11.00 | \$ 308.00 | 11.00 | \$ 308.00 | 0.00% | \$ - |
| CO2-M | Concrete cap south end dock | LS | \$ 16,500.00 | 1.00 | \$ 16,500.00 | 1.00 | \$ 16,500.00 | 0.00% | \$ - |
| CO3-A | Heavy duty asphalt paving - 2" Surface Course over 2" Base Course | SY | \$ 20.35 | 7,379.00 | \$ 150,162.65 | 7,379.00 | \$ 150,162.65 | 0.00% | \$ - |
| CO3-B | Unforeseen conditions - water plug pipe (0"-18") | EA | \$ 60.00 | 26.00 | \$ 1,560.00 | 26.00 | \$ 1,560.00 | 0.00% | \$ - |
| CO3-C | Additional dock curb forming | LF | \$ 24.50 | 741.00 | \$ 18,154.50 | 741.00 | \$ 18,154.50 | 0.00% | \$ - |
| CO3-D | Additional color concrete for patterned concrete | CY | \$ 180.00 | 107.68 | \$ 19,382.40 | 107.68 | \$ 19,382.40 | 0.00% | \$ - |
| CO3-E | 9-inch concrete seal slab | EA | \$ 11,823.00 | 2.00 | \$ 23,646.00 | 2.00 | \$ 23,646.00 | 0.00% | \$ - |
| CO3-F | Removal of contaminated soil to landfill | TON | \$ 36.50 | 792.00 | \$ 28,908.00 | 792.00 | \$ 28,908.00 | 0.00% | \$ - |
| CO4-A | Additional dock demolition | LS | \$ 7,853.04 | 1.00 | \$ 7,853.04 | 1.00 | \$ 7,853.04 | 0.00% | \$ - |
| CO4-B | Adjust existing 10" force vertical location | EA | \$ 3,800.00 | 1.00 | \$ 3,800.00 | 1.00 | \$ 3,800.00 | 0.00% | \$ - |
| CO4-C | Grate Inlet | EA | \$ 4,000.00 | 1.00 | \$ 4,000.00 | 1.00 | \$ 4,000.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 463,196.42 | | \$ 463,196.42 | | \$ - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| FRONT STREET REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|---|-------|-------------|--------------------|---------------------|---------------------|---------------------|--------------------------|---------------------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| CO4-D | Revised Flag Pole Foundation | LS | \$ 8,560.00 | 1.00 | \$ 8,560.00 | 1.00 | \$ 8,560.00 | 0.00% | \$ - |
| CO4-E | 18" Concrete Flared End Section | EA | \$ 665.00 | 1.00 | \$ 665.00 | 1.00 | \$ 665.00 | 0.00% | \$ - |
| CO4-F | 24" Concrete Flared End Section | EA | \$ 685.00 | 1.00 | \$ 685.00 | 1.00 | \$ 685.00 | 0.00% | \$ - |
| CO4-G | Provide Irrigation to Dock Planter | LS | \$ 1,900.00 | 1.00 | \$ 1,900.00 | 1.00 | \$ 1,900.00 | 0.00% | \$ - |
| CO4-H | Relocate Existing Ship Mouring Bollard | LS | \$ 4,900.00 | 1.15 | \$ 5,650.00 | 1.15 | \$ 5,650.00 | 0.00% | \$ - |
| CO4-I | Tie-in existing 10" water main at NOAA | EA | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 0.00% | \$ - |
| CO4-J | Plug existing 10"water main at NOAA | EA | \$ 1,200.00 | 2.00 | \$ 2,400.00 | 2.00 | \$ 2,400.00 | 0.00% | \$ - |
| CO7-A | Removal & disposal of underground tank | LS | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 0.00% | \$ - |
| CO7-B | Removal of contaminated soil to landfill | TON | \$ 36.50 | 385.00 | \$ 14,052.50 | 385.00 | \$ 14,052.50 | 0.00% | \$ - |
| CO8-A | Convert Curb Inlet to Grate Inlet | EA | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 0.00% | \$ - |
| CO8-B | 30" x 11" Flag Mounted Sign | EA | \$ 550.00 | 1.00 | \$ 550.00 | 1.00 | \$ 550.00 | 0.00% | \$ - |
| CO8-C | Relocate Pedestrian Crossing Sign | LS | \$ 1,600.00 | 1.00 | \$ 1,600.00 | 1.00 | \$ 1,600.00 | 0.00% | \$ - |
| CO8-D | Demolish & Remove Sign Foundation at Jackson & Pascagoula | LS | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 1.00 | \$ 1,200.00 | 0.00% | \$ - |
| CO8-E | 24" x 36" Brick Red Truncated Dome Tiles | EA | \$ 325.00 | 11.00 | \$ 3,575.00 | 11.00 | \$ 3,575.00 | 0.00% | \$ - |
| CO8-F | Striping Removal | LF | \$ 5.00 | 838.00 | \$ 4,190.00 | 838.00 | \$ 4,190.00 | 0.00% | \$ - |
| CO8-G | Legend Removal | SF | \$ 8.00 | 67.50 | \$ 540.00 | 67.50 | \$ 540.00 | 0.00% | \$ - |
| CO8-H | Asphalt & Repair at Pascagoula & Jackson | LS | \$ 3,000.00 | 1.00 | \$ 3,000.00 | 1.00 | \$ 3,000.00 | 0.00% | \$ - |
| CO8-I | Pascagoula Street Island Irrigation System | LS | \$ 1,750.00 | 1.00 | \$ 1,750.00 | 1.00 | \$ 1,750.00 | 0.00% | \$ - |
| CO8-J | Sink Hole Repair on Dock Street | LS | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 1.00 | \$ 2,500.00 | 0.00% | \$ - |
| CO8-K | Replant Highrise Live Oak - 100 Gal. | EA | \$ 875.00 | 5.00 | \$ 4,375.00 | 5.00 | \$ 4,375.00 | 0.00% | \$ - |
| CO9-A | Additional Striping on Pascagoula St. | LS | \$ 2,100.00 | 1.00 | \$ 2,100.00 | 1.00 | \$ 2,100.00 | - | \$ - |
| CO10-A | Mobilization/Demobilization | LS | \$ 1,500.00 | 0.00 | \$ - | 1.00 | \$ 1,500.00 | - | \$ 1,500.00 |
| CO10-B | Remove & Reinstall Canopy & 3 Lighted Bollards at the southwest corner of the Parking Garage | LS | \$ 1,600.00 | 0.00 | \$ - | 1.00 | \$ 1,600.00 | - | \$ 1,600.00 |
| CO10-C | Removal & Replacement of 41 L.F. of Concrete Sidewalk at the southwest corner of the Parking Garage | LS | \$ 3,000.00 | 0.00 | \$ - | 1.00 | \$ 3,000.00 | - | \$ 3,000.00 |
| CO10-D | Hydro Excavator | HR | \$ 195.00 | 0.00 | \$ - | 30.00 | \$ 5,850.00 | - | \$ 5,850.00 |
| CO10-E | Haul off excavated material (field measure) | CY | \$ 5.00 | 0.00 | \$ - | 150.00 | \$ 750.00 | - | \$ 750.00 |
| CO10-F | Grout Pump Trailer | HR | \$ 155.00 | 0.00 | \$ - | 20.00 | \$ 3,100.00 | - | \$ 3,100.00 |
| CO10-G | Pump Flowable Fill | CY | \$ 3.75 | 0.00 | \$ - | 100.00 | \$ 375.00 | - | \$ 375.00 |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 65,492.50 | | \$ 81,667.50 | | \$ 16,175.00 |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| FRONT STREET REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|---|-------|--------------|--------------------|------------------------|---------------------|------------------------|--------------------------|-------------------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| CO10-H | Prime Charge Grout Pump Trailer | EA | \$ 30.00 | 0.00 | \$ - | 3.00 | \$ 90.00 | - | \$ 90.00 |
| CO10-I | Flowable Fill (truck tickets) | CY | \$ 94.00 | 0.00 | \$ - | 200.00 | \$ 18,800.00 | - | \$ 18,800.00 |
| CO10-J | Provide 20' Steel Sheet Piles PS31 for area number one hydro excavation | LS | \$ 44,025.00 | 0.00 | \$ - | 1.00 | \$ 44,025.00 | - | \$ 44,025.00 |
| CO10-K | Provide 20' Steel Sheet Piles PS31 for area number two hydro excavation | LS | \$ 15,940.00 | 0.00 | \$ - | 1.00 | \$ 15,940.00 | - | \$ 15,940.00 |
| CO10-L | Install 20' Steel Sheet Piles PS31 for area number one hydro excavation | LS | \$ 11,050.00 | 0.00 | \$ - | 1.00 | \$ 11,050.00 | - | \$ 11,050.00 |
| CO10-M | Install 20' Steel Sheet Piles PS31 for area number two hydro excavation | LS | \$ 3,700.00 | 0.00 | \$ - | 1.00 | \$ 3,700.00 | - | \$ 3,700.00 |
| CO10-N | 90 Pound Jack Hammer | DAY | \$ 195.00 | 0.00 | \$ - | 2.00 | \$ 390.00 | - | \$ 390.00 |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ - | | \$ 93,995.00 | \$ | 93,995.00 |
| FRONT STREET REDEVELOPMENT - TOTAL BASE BID ITEMS: | | | | | \$ 2,029,796.60 | | \$ 2,139,966.60 | \$ | 110,170.00 |

| RIVERFRONT REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|--|---|-------|---------------|--------------------|----------------------|---------------------|----------------------|--------------------------|----------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 01012-A | Mobilization/Demobilization | LS | \$ 105,000.00 | 1.19 | \$ 125,000.00 | 1.19 | \$ 125,000.00 | 0.00% | \$ - |
| 01014-A | Erosion/sediment control | LS | \$ 25,000.00 | | \$ - | | \$ - | - | \$ - |
| 01330-A | Construction survey | LS | \$ 30,000.00 | 0.10 | \$ 3,000.00 | 0.10 | \$ 3,000.00 | 0.00% | \$ - |
| 01571-A | Temporary silt fence | LF | \$ 2.50 | | \$ - | | \$ - | - | \$ - |
| 02050-F | Demolition required for proposed dock | LS | \$ 30,000.00 | 1.00 | \$ 30,000.00 | 1.00 | \$ 30,000.00 | 0.00% | \$ - |
| 02200-A | Import fill material | CY | \$ 8.00 | | \$ - | | \$ - | - | \$ - |
| 02200-B | Unclassified excavation | CY | \$ 3.00 | | \$ - | | \$ - | - | \$ - |
| 02200-C | Undercut and haul off | CY | \$ 4.00 | | \$ - | | \$ - | - | \$ - |
| 02200-D | Testing | LS | \$ 24,000.00 | 0.08 | \$ 2,000.00 | 0.08 | \$ 2,000.00 | 0.00% | \$ - |
| 02232-A | Aggregate pavement base | TON | \$ 48.00 | | \$ - | | \$ - | - | \$ - |
| 02232-A1 | Aggregate pavement base (crushed concrete in lieu of 610) | TON | \$ 32.00 | | \$ - | | \$ - | - | \$ - |
| 02247-A | Geotextile fabric | SY | \$ 1.30 | | \$ - | | \$ - | - | \$ - |
| 02290-A | Limestone foundation | TON | \$ 48.00 | | \$ - | | \$ - | - | \$ - |
| 02290-B | 67 stone pipe bedding material | TON | \$ 48.00 | | \$ - | | \$ - | - | \$ - |
| 02434-C | Curb inlet | EA | \$ 3,200.00 | 2.00 | \$ 6,400.00 | 2.00 | \$ 6,400.00 | 0.00% | \$ - |
| 02434-D | Curb inlet throat extension | LF | \$ 125.00 | | \$ - | | \$ - | - | \$ - |
| 02434-H | Adjust inlet to grade | EA | \$ 2,500.00 | 2.00 | \$ 5,000.00 | 2.00 | \$ 5,000.00 | 0.00% | \$ - |
| 02434-I | Convert area inlet to curb inlet | EA | \$ 1,900.00 | 3.00 | \$ 5,700.00 | 3.00 | \$ 5,700.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 177,100.00 | | \$ 177,100.00 | \$ | - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| RIVERFRONT REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|---|-------|--------------|--------------------|----------------------|---------------------|----------------------|--------------------------|----------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 02434-K | Convert area inlet to junction box | EA | \$ 6,000.00 | 1.00 | \$ 6,000.00 | 1.00 | \$ 6,000.00 | 0.00% | \$ - |
| 02434-L | Concrete valley gutter | LF | \$ 44.00 | 337.00 | \$ 14,828.00 | 337.00 | \$ 14,828.00 | 0.00% | \$ - |
| 02501-C | 4" C900 water main | LF | \$ 14.00 | 1,006.00 | \$ 14,084.00 | 1,006.00 | \$ 14,084.00 | 0.00% | \$ - |
| 02501-G | 6" gate valves | EA | \$ 700.00 | 1.00 | \$ 700.00 | 1.00 | \$ 700.00 | 0.00% | \$ - |
| 02501-H | Ductile iron fittings | LBS | \$ 6.00 | | \$ - | | \$ - | - | \$ - |
| 02536-C | 8" SDR 26 PVC sewer main | LF | \$ 38.00 | | \$ - | | \$ - | - | \$ - |
| 02536-D | 6" sewer laterals | LF | \$ 33.00 | | \$ - | | \$ - | - | \$ - |
| 02536-E | Sanitary sewer manhole | EA | \$ 3,400.00 | | \$ - | | \$ - | - | \$ - |
| 02577-B | Heavy duty asphalt paving | SY | \$ 23.00 | | \$ - | | \$ - | - | \$ - |
| 02577-F | Concrete curb and gutter | LF | \$ 17.00 | | \$ - | | \$ - | - | \$ - |
| 02577-G | Concrete crosswalk | SY | \$ 48.00 | | \$ - | | \$ - | - | \$ - |
| 02577-H | ADA ramps | EA | \$ 500.00 | 13.00 | \$ 6,500.00 | 13.00 | \$ 6,500.00 | 0.00% | \$ - |
| 02577-K | Concrete sidewalk | SY | \$ 45.00 | 1,069.15 | \$ 48,111.75 | 1,069.15 | \$ 48,111.75 | 0.00% | \$ - |
| 02577-M | Crosswalk brick pavers | SY | \$ 125.00 | | \$ - | | \$ - | - | \$ - |
| 02577-N | Miscellaneous signage | EA | \$ 400.00 | 8.00 | \$ 3,200.00 | 8.00 | \$ 3,200.00 | 0.00% | \$ - |
| 02577-O | Tabled crosswalk | LS | \$ 4,000.00 | 1.00 | \$ 4,000.00 | 1.00 | \$ 4,000.00 | 0.00% | \$ - |
| 02577-P | Concrete retaining wall (per S.F. of face) | SF | \$ 24.00 | 633.66 | \$ 15,207.84 | 633.66 | \$ 15,207.84 | 0.00% | \$ - |
| 02577-Q | 6" concrete header curb | LF | \$ 14.00 | 990.00 | \$ 13,860.00 | 990.00 | \$ 13,860.00 | 0.00% | \$ - |
| 02577-R | 6" concrete step curb | LF | \$ 14.00 | 210.00 | \$ 2,940.00 | 210.00 | \$ 2,940.00 | 0.00% | \$ - |
| 02577-S | 12" wide by 4" high concrete dock curb | LF | \$ 14.00 | 789.00 | \$ 11,046.00 | 789.00 | \$ 11,046.00 | 0.00% | \$ - |
| 02577-T | 12" wide concrete band | LF | \$ 14.00 | 640.00 | \$ 8,960.00 | 640.00 | \$ 8,960.00 | 0.00% | \$ - |
| 02577-U | 4" concrete topping slab | SY | \$ 70.00 | 5.30 | \$ 371.00 | 5.30 | \$ 371.00 | 0.00% | \$ - |
| 02577-V | 4" concrete structural slab | SY | \$ 58.00 | 1,111.22 | \$ 64,450.76 | 1,111.22 | \$ 64,450.76 | 0.00% | \$ - |
| 02577-W | Radial retaining wall structure at the intersection of Dock and Front Streets | LS | \$ 25,000.00 | 1.06 | \$ 26,500.00 | 1.06 | \$ 26,500.00 | 0.00% | \$ - |
| 02805-A | Mooring bollard removal and replacement | EA | \$ 1,400.00 | 6.00 | \$ 8,400.00 | 6.00 | \$ 8,400.00 | 0.00% | \$ - |
| 02805-B | Bollard | EA | \$ 400.00 | 8.00 | \$ 3,200.00 | 8.00 | \$ 3,200.00 | 0.00% | \$ - |
| 02805-C | Stamped concrete in lieu of Belgard Mega Bergerac paver (4¾" x 9½" x 3⅞") (80 MM), ardennes grey | SF | \$ 7.00 | | \$ - | | \$ - | - | \$ - |
| 02805-D | Stamped concrete in lieu of Peacock paver 1¾" thick (random pattern), color: buff | SF | \$ 7.00 | 11,486.34 | \$ 80,404.38 | 11,486.34 | \$ 80,404.38 | 0.00% | \$ - |
| 02805-E | Stamped concrete in lieu of Step Stone paver (12" x 48" x 2½") lightly sandblasted, color: 50% espresso brown, 50% café brown | SF | \$ 7.00 | 6,783.10 | \$ 47,481.70 | 6,783.10 | \$ 47,481.70 | 0.00% | \$ - |
| 02805-F | Brickstone brick paver (charcoal red mix) | SF | \$ 9.00 | 1,370.00 | \$ 12,330.00 | 1,370.00 | \$ 12,330.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 392,575.43 | | \$ 392,575.43 | \$ | - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| RIVERFRONT REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|--|--|-------|--------------|--------------------|----------------------|---------------------|----------------------|--------------------------|----------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 02805-G | 3, 4, & 5 meter multi skylar and foundation/base area | LS | \$ 60,000.00 | | \$ - | | \$ - | - | \$ - |
| 02805-H | 4 meter pod umbrella and engineered foundation | EA | \$ 22,000.00 | | \$ - | | \$ - | - | \$ - |
| 02805-I | Custom aluminum Duranar coated railing system | LF | \$ 140.00 | 780.00 | \$ 109,200.00 | 780.00 | \$ 109,200.00 | 0.00% | \$ - |
| 02805-J | 18" wide seat wall | LF | \$ 45.00 | 300.00 | \$ 13,500.00 | 300.00 | \$ 13,500.00 | 0.00% | \$ - |
| 02805-K | 18" ht. dock planters (planting, irrigation and soil not included) | LS | \$ 2,500.00 | 2.00 | \$ 5,000.00 | 2.00 | \$ 5,000.00 | 0.00% | \$ - |
| 02805-L | Palm planting pit in dock (including tree grates) | LS | \$ 2,600.00 | 8.00 | \$ 20,800.00 | 8.00 | \$ 20,800.00 | 0.00% | \$ - |
| 02805-M | Tree grates (excluding grates for palm pit in dock) | EA | \$ 200.00 | 12.00 | \$ 2,400.00 | 12.00 | \$ 2,400.00 | 0.00% | \$ - |
| 02805-P | Scored concrete areas | SY | \$ 85.00 | 733.31 | \$ 62,331.35 | 733.31 | \$ 62,331.35 | 0.00% | \$ - |
| 02805-R | Commissioned sculpture and foundation on south end of dock | Allow | \$ 30,000.00 | | \$ - | | \$ - | - | \$ - |
| 02805-S | Flag monument in its entirety (poles and flags included) | LS | \$ 15,000.00 | 1.06 | \$ 15,960.00 | 1.06 | \$ 15,960.00 | 0.00% | \$ - |
| 02810-A | Irrigation system and controllers (includes all sleeves and taps) | LS | \$ 34,000.00 | 1.00 | \$ 34,000.00 | 1.00 | \$ 34,000.00 | 0.00% | \$ - |
| 02900-A | Highrise Live Oak - 100 gal. | EA | \$ 900.00 | 18.00 | \$ 16,200.00 | 18.00 | \$ 16,200.00 | 0.00% | \$ - |
| 02900-B1 | Sabal Palm - 16' ht. in brick pavers | EA | \$ 475.00 | 18.00 | \$ 8,550.00 | 18.00 | \$ 8,550.00 | 0.00% | \$ - |
| 02900-B2 | Sabal Palm - 16' ht. in planter between road and dock | EA | \$ 475.00 | 8.00 | \$ 3,800.00 | 8.00 | \$ 3,800.00 | 0.00% | \$ - |
| 02900-B3 | Sabal Palm - 16' ht. in dock Step Stone pavers | EA | \$ 475.00 | 8.00 | \$ 3,800.00 | 8.00 | \$ 3,800.00 | 0.00% | \$ - |
| 02900-C | Lomandra Breeze - 1 gal. | EA | \$ 8.50 | 932.00 | \$ 7,922.00 | 932.00 | \$ 7,922.00 | 0.00% | \$ - |
| 02900-D | Evergreen Giant Liriope - 1 gal. | EA | \$ 7.50 | 102.00 | \$ 765.00 | 102.00 | \$ 765.00 | 0.00% | \$ - |
| 02900-E | Gulf Muhly - 3 gal. | EA | \$ 20.00 | 27.00 | \$ 540.00 | 27.00 | \$ 540.00 | 0.00% | \$ - |
| 02900-F | Evergreen Paspalum - 7 gal. | EA | \$ 40.00 | 226.00 | \$ 9,040.00 | 226.00 | \$ 9,040.00 | 0.00% | \$ - |
| 02900-G | Dwarf Palmetto - 7 gal. | EA | \$ 40.00 | 12.00 | \$ 480.00 | 12.00 | \$ 480.00 | 0.00% | \$ - |
| 02900-H | Dune Sunflower - 3 gal. | EA | \$ 20.00 | 224.00 | \$ 4,480.00 | 224.00 | \$ 4,480.00 | 0.00% | \$ - |
| 02900-I | Sod - St. Augustine | SY | \$ 5.00 | 512.00 | \$ 2,560.00 | 512.00 | \$ 2,560.00 | 0.00% | \$ - |
| 02900-J | Chang's Loropetalum - 7 gal. | EA | \$ 23.00 | 16.00 | \$ 368.00 | 16.00 | \$ 368.00 | 0.00% | \$ - |
| 02900-K | African Iris - 3 gal. | EA | \$ 20.00 | 420.00 | \$ 8,400.00 | 420.00 | \$ 8,400.00 | 0.00% | \$ - |
| 02936-A | Seeding | SY | \$ 0.80 | 14,464.00 | \$ 11,571.20 | 14,464.00 | \$ 11,571.20 | 0.00% | \$ - |
| 09912-B | Accessibility parking space with access aisle | EA | \$ 400.00 | 4.00 | \$ 1,600.00 | 4.00 | \$ 1,600.00 | 0.00% | \$ - |
| 09912-C | Accessibility sign and post | EA | \$ 400.00 | 2.00 | \$ 800.00 | 2.00 | \$ 800.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 344,067.55 | | \$ 344,067.55 | \$ | - |

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 10

| RIVERFRONT REDEVELOPMENT - BASE BID ITEMS | | | | | | | | | |
|---|--|-------|---------------|--------------------|------------------------|---------------------|------------------------|--------------------------|-------------------|
| Item # | Description | Units | Unit Price | Change Order No. 9 | | Change Order No. 10 | | Difference in Quantities | Total |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| 09912-D | Stop bar | EA | \$ 200.00 | 3.00 | \$ 600.00 | 3.00 | \$ 600.00 | 0.00% | \$ - |
| 09912-E | Painted arrows | SF | \$ 6.00 | 159.25 | \$ 955.50 | 159.25 | \$ 955.50 | 0.00% | \$ - |
| 16010-A | Electrical and lighting complete | LS | \$ 374,352.00 | 0.00 | \$ - | 0.00 | \$ - | - | \$ - |
| CO4-A | Reduced Electrical and lighting complete | LS | \$ 270,268.00 | 1.00 | \$ 270,268.00 | 1.00 | \$ 270,268.00 | 0.00% | \$ - |
| CO4-B | Site Lighting by MS Power | LS | \$ 11,380.00 | 1.00 | \$ 11,380.00 | 1.00 | \$ 11,380.00 | 0.00% | \$ - |
| SUBTOTAL CONTRACT AMOUNT: | | | | | \$ 283,203.50 | | \$ 283,203.50 | \$ | - |
| RIVERFRONT REDEVELOPMENT - TOTAL BASE BID ITEMS: | | | | | \$ 1,196,946.48 | | \$ 1,196,946.48 | \$ | - |
| FRONT STREET REDEVELOPMENT + RIVERFRONT REDEVELOPMENT - TOTAL BASE BID ITEMS | | | | | \$ 3,226,743.08 | | \$ 3,336,913.08 | \$ | 110,170.00 |

**SECTION 00947-01
WORK CHANGE DIRECTIVE NO. 01**

Dated: March 5, 2013

| | | |
|---|---------------------------|--------------------------------------|
| Project: MDA/CDBG Final Surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Projects | Owner: City of Pascagoula | Funding Agent Contract No.: N/A |
| Contract: MDA/CDBG Final Surfacing and Infrastructure Package for Front Street Reconnection and Riverfront Redevelopment Projects | | Engineer's Project No.: 206-139.006C |
| Contractor: GT Development & Contracting, LLC | | |
| Contractor's Address: (send Certified Mail, Return Receipt Requested) 1703 Old Mobile Highway Pascagoula, MS 39567 | | |

You are directed to proceed promptly with the following change(s):

| Item No. | Description |
|----------|---|
| 1. | Removal and replacement of approximately 41 linear feet of concrete sidewalk along the west side and near the southwest corner of the existing parking garage, geotechnical investigation of subsurface conditions, and mitigation of subsurface conditions in accordance with the attached Exhibit "A" Proposed Procedure. |

Attachments (list documents supporting change):

Exhibit "A" Proposed Procedure

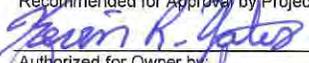
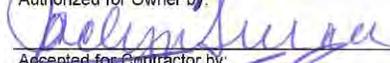
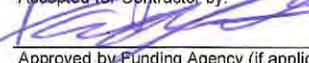
Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

| | |
|---|--------------|
| Recommended for Approval by Project Manager/ Engineer:  | Date: 3-5-13 |
| Authorized for Owner by:  | Date: 3-5-13 |
| Accepted for Contractor by:  | Date: 3-5-13 |
| Approved by Funding Agency (if applicable): | Date: |

S:\Pascagoula\0-Projects\2006\206-139 City of Pascagoula - MDA-CDBG\006 Riverfront Property Redevelopment -Phase II\006C - Final Surfacing\Docs\Construction\Work Change Directives\00947-01 Work Change Directive No. 1.doc

EXHIBIT "A" PROPOSED PROCEDURE

From: "Jaci Turner"

<jturner@cityofpascagoula.com<<mailto:jturner@cityofpascagoula.com>>>

To: "Michele Moore (Michele@jimmyggouras.com<<mailto:Michele@jimmyggouras.com>>)"
<Michele@jimmyggouras.com<<mailto:Michele@jimmyggouras.com>>>

Subject: Concrete movement in front of Parking Garage

Michele, Please see the information below. I am also attaching a site plan showing the area of concern and the proposed boring locations. Photos attached show some of the separation in concrete panels that is occurring.

Please contact MDA to confirm that addressing this apparent subsurface issue is eligible work under our existing grant.

Let me know if you need any further information. Obviously, we'd like to proceed with this effort as soon as possible, so let me know if there's anything we can do to expedite.

Thanks so much,
Jaci

We met yesterday (Tuesday) morning onsite and then at Compton Engineering's office to discuss the concrete movement that has recently occurred between Front Street and the Parking Garage at the south end.

Summary of where we are:

There is approximately 40-50 feet of concrete sidewalk near the southwest corner of the parking garage that is moving. Panels are separating from each other and from the curb - this problem was identified at the final project closeout walkthrough on January 30.

We have held several meetings in the past week to discuss what has happened in this area and what might be the cause, and at this point, we have not been able to determine anything definitive.

There has been a sequence of several contracts that have overlapped this exact spot, including the site demolition package, the site prep package, the parking garage construction package and the current final surfacing/infrastructure package.

Each of these contracts has impacted the site in this immediate area in some way, and records from those activities are being compiled to bring as much history as possible to the current situation.

Undercut and backfill were completed in this area to support both the garage construction and the site prep package.

At the location of the concrete sidewalk, those two projects abutted one another, and the grade was left slightly high for the final surfacing package.

When the sidewalk was poured, the immediate area was scraped, rock installed and tamped, and final grade achieved before the concrete was poured.

The sidewalk installation occurred about October of 2011 in that area.

We have photos (taken for other reasons, and accidentally in that location) from August of 2012, prior to Hurricane Isaac, that show the curb and sidewalk beginning to separate. It appears, then, that the movement has happened substantially between August 2012 and now.

Based on survey shots comparing the installation elevations and today, it appears that the curb and gutter has settled at least a couple of inches, and since there is no cracking, it seems like much of the asphalt has moved with it.

Some of the sidewalk has settled with the curb, and it appears there is significant differential between sidewalk panels because some are being supported by the pile caps for the garage beneath and as a result, cannot settle with the others.

There are a few cracks developing in the parking garage, but none nearly as substantial as those in the sidewalk. These are being documented and monitored as well.

The differential between the curb and sidewalk, and between sidewalk panels, is the main concern, as it is resulting in non-ADA compliant grades in that area. At an absolute minimum, the sidewalk in that area needs to be pulled and re-poured.

Based on information gathered to date, it does not appear that the current problem is a direct result of any of the work done in the area; the most likely suspect is movement in soils maybe 10-30 below the surface, but even that is not certain, but just suspected.

However, it is not advisable to re-pour this sidewalk without figuring out the cause of the settlement to attempt to minimize or prevent the same problem in the future.

It would make more sense to do some level of investigation to determine the best corrective action moving forward.

Proposed plan of action:

There are nine panels in the sidewalk that will need to be removed regardless of the final solution, to achieve proper slope and grade. The recommendation is to pull those nine panels, approximately 41' of sidewalk, at the south end of the garage, between the parking garage and Front Street.

If at all possible, we will leave the curb & gutter in place to protect the roadway. As soon as the panels are removed, some basic density and moisture probes will be done to determine whether anything is obvious at the surface, and a detailed visual inspection will be completed.

While it is not expected based on surface evidence, it is possible that there is some obvious cause, like a void from soils moving to storm or sanitary sewer, or a water main leak.

Assuming, however, that an obvious source of the problem is not readily evident, further investigation is anticipated necessary. We will schedule a geotech firm to be available as soon as the panels are removed. We plan to complete two borings - one at each end of the problem area as soon as the soil is accessible. To provide access for the borings, some curb and gutter may need to be removed. The goal of the borings will be to determine whether the soil profile is consistent with others taken on site, and whether there are any unexpected soil layers, or obstructions in this location. The borings should also be able to confirm the level of consolidation that has occurred since the original

geotechnical exploration of the site in 2009. At this point, unless there is reason to do otherwise, the recommendation is to use Geotechnical Engineering & Testing, as they were the firm that did the original soil profile and the data will be most consistent. Soil-Tech is the firm most recently involved with the site during construction, and they will likely be involved and available to assist with evaluation and recommendations moving forward.

Once the borings are complete, analysis done, and a report generated, the team will reconvene to determine the best course of action for repair. In the meantime, the area will be protected with security fencing, and any potentially dangerous excavated areas temporarily filled with stone.

Based on all the evidence so far from the surface, we feel like the most likely solution(s) will involve some potential undercut and backfill, although that may not be necessary if the surface layers have maintained density while the entire area settled. Some compacted fill will be needed to adjust surface grades as needed to achieve final grades that are acceptable, and depending on what is found below the surface, a final sidewalk will be installed. If we find that the settlement is likely a one-time event, and not likely to move substantially in the future, concrete sidewalk will likely be the recommended surface. However, if the investigation shows that the area is likely to continue moving due to subsurface conditions, especially during the development of the rest of the site, the recommendation may be a surface that is more flexible and accommodating, like pavers. If the site continues to move, pavers can continually be adjusted according to site conditions to maintain ADA grades needed in the area.

If this summary and proposed course of action is acceptable, the City needs to request approval to move forward from MDA to use some remaining grant funding associated with this site. Since the rest of this project is ready to close out, it would seem appropriate to close out all other items of the contract, pending a change order to address this issue. Article 12 of section 00700 of the Contract Documents addresses how work can be paid for in situations such as this. Moving forward, any work that is consistent with existing unit prices in the contract would be paid accordingly, and any work not so defined would be tracked and paid according to this section. Since the full scope of work cannot be determine in advance due to the subsurface uncertainties, we cannot determine a lump sum cost, or even predict the total change order cost at this time.

Please offer any comments or suggestions. I would like to forward this to MDA for their review as soon as possible so we can move forward with this effort and finalize all work in that area as soon as we can.

Thank you,
Jaci



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Planning, Inspections and Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Amendment #1 with Jimmy Gouras Urban Planning Consultants, Inc.

Attach additional information as necessary

Action Requested:

Approve Amendment #1 with Jimmy Gouras Urban Planning Consultants, Inc., relating to Project #R-103-290-01-KCR to extend services for a period not to exceed another 12 months at a monthly rate of \$2,300 per month, and authorize the Mayor to execute the amendment.

| | | | | |
|---------------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

**AMENDMENT # 1
TO AGREEMENT BY AND BETWEEN
THE CITY OF PASCAGOULA, MISSISSIPPI AND
JIMMY GOURAS URBAN PLANNING CONSULTANTS, INC.
DATED _____, 2013**

THIS AMENDMENT to the Agreement by and between The City of Pascagoula, Mississippi and JIMMY GOURAS URBAN PLANNING CONSULTANTS, INC., a Mississippi corporation ("**Contracted Party**"), dated the 7th day of August, 2007 (the "**Agreement**") is made and entered into this ____ day of _____, 2013, by and between the City of Pascagoula, Mississippi (hereinafter referred to as "**Grantee**"), and Jimmy Gouras Urban Planning Consultants, Inc. (hereinafter referred to as "**Contracted Party**"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Community Development Block Grant funds from the Mississippi Development Authority for Project #R-103-290-01-KCR which consists of the Front Street Connection/Riverfront Project (hereinafter referred to as the "**Grant**");

WHEREAS, the Contracted Party was originally contracted by Grantee to administer the Grant pursuant to the Agreement;

WHEREAS, at the time of entering the Agreement, it was anticipated that the scope of services contemplated therein would require twenty-four (24) months to complete; and

WHEREAS, the initial twenty-four month period has long been exceeded;

WHEREAS, the Contracted Party has requested an additional \$2,300 a month for an additional twelve (12) months or to the date of close out of the project, whichever comes first, for continuation of administration services for the Grant;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Compensation for Additional Services. The parties hereby acknowledge and agree that there has been significant additional time beyond the twenty-four (24) month period outlined in the Agreement and for expenses associated with the successful administration and close out activity necessary to satisfy the requirements of the Grant that are beyond the Scope of Services listed on Exhibit "A" of the Agreement. As such, the Contracted Party will invoice the Grantee on a monthly basis at the rate of \$2,300 for all reasonable expenses associated with overage, delays, Grant modifications, including but not limited to any acts of God, delays caused by others such as engineering requirements, environmental report studies, the Grantees requirements, obligations or delays. The Grantee will pay the Contracted Party a rate of \$2,300 per month for a twelve (12) month period or to the date of closeout, whichever comes first. At the end of the twelve month period if the grant is not closed, the Grantee may extend the monthly

payments until the date of the closeout. The monthly payment of \$2,300 per month is due 45 days upon receipt of invoice, for any and all work product related to the Grant requirements being performed as defined in the "Scope of Work" reflected in Exhibit A of the Agreement, or other as specifically directed in writing by the Grantee. Such payments are to be treated as additional expenses for the Grantee beyond the eligible administrative fee provided for in the Grant.

IN WITNESS WHEREOF, the City of Pascagoula and the Contracted Party have executed this Agreement this the _____ day of October, 2013.

J.G. URBAN PLANNING
CONSULTANTS, INC.

By: _____
Michele L. Moore, President

ATTEST:

The City of Pascagoula, Mississippi

By: _____
Mayor

ATTEST:

EXHIBIT "A"
SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Community Revitalization Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

A. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Procurement
 - d. Labor Standards
 - e. Financial Management
 - f. Other Resources
 - g. Equal Opportunity
 - h. General Correspondence

B. **The Contracted Party shall be responsible for:**

1. Overall coordination of project activities;
2. Attending MDA/HUD monitoring visits, meetings, etc;
3. Establishing and maintaining financial records;
4. Preparing the necessary documentation to request funds from the State; and
5. Providing all other services considered normal administrative services within the course of this Agreement.

C. **Close-Out Project**

The Contracted Party shall be available at all times to assist the Grantee in performing such work in a satisfactory and proper manner as the Grantee deems necessary under this program. Specific job tasks that we, as the Contracted Party, shall perform shall not be limited to the above, but would conform to the specific needs of the Grantee.

EXHIBIT "B"

**COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT**

The Grantee agrees to pay the Contracted Party for additional services rendered pertaining to the administration and implementation of the Katrina Supplemental Community Development Block Grant for the Front Street Connection/Riverfront Project.

1. Beginning with the first month following the execution of the Contracts for Community Revitalization Services, the Consultant will submit monthly invoices in the amount of \$2,300 for services rendered as outlined in the Scope of Services. Invoices will be submitted monthly until grant is ready to close out or a period not to exceed twelve (12) months, whichever comes first. Monthly payment may be continued upon written approval by both parties. **(PAID BY CITY)** \$27,600

 2. Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority. **(THIS WILL BE PAID BY CDBG FUNDS)** \$10,000
-
- Total Compensation** \$ 37,600



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Change Order #1 for Lowry Island Revitalization Project Phase 1 - Pier Restoration

Attach additional information as necessary

Action Requested:

Accept Change Order #1 for Lowry Island Revitalization Project Phase I - Pier Restoration in the amount of \$15,372.16 which is an increase in the contract amount for a total project cost of \$123,105.96. Authorize the City Manager to execute the documents.

| | | | | |
|---------------------------------------|---|-----------------------------|---|---------------------------------------|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> Utility Fund | |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <input checked="" type="checkbox"/> Grant | |
| | | | <input type="checkbox"/> Other | |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

September 19, 2013

Ms. Darcie Crew
City of Pascagoula
P.O. Box 908
Pascagoula, MS 39568

Re: Lowry Island Revitalization Project Phase I – Pier Restoration
Change Order No, 1

Dear Ms. Crew:

Please find attached Change Order No.1. This change order includes adjustments to quantities to account for actual materials provided as we reviewed on Wednesday, September 11, 2013. More particularly, the change order includes the following:

1. A reduction in the lineal feet of timber pile splices.
2. A reduction in the number of pile notching and bolted connections.
3. An increase in the lineal feet of handrails.
4. An increase in the board feet of 4x10 pier structural members.
5. An increase in the board feet of 3x8 pier structural members.
6. An increase in the board feet of miscellaneous dressed materials such as decking and benches.
7. The addition of one new pile due to a spliced connection failing. The top connection failed when the existing pile split during installation of the new pile. A new pile was provided 40 feet long in lieu of a 70 feet long pile as bid in Alternate No. 1. Therefore, an adjustment to the unit price was made based on the cost per lineal foot of pile.

Please note that the reduction of timber pile splices, notching of piles, and bolted connections resulted in the decision to award Alternate No. 5. By awarding this alternate, we were able to lower the entire section of pier extending to the north including the damaged section and the existing sections. By lowering the structure, some piles did not need to be spliced. The contractor was able to securely attach the new structural framing members to the cut-off piles.

Alternate No.5 required the contractor to utilize existing materials where possible when lowering the elevation of the pier. The intent was to remove and reuse existing materials that were in good condition and structurally sound. D&D, the contractor, bid on utilizing existing materials when possible and the use of new materials would be determined after demolition. Any new materials would then be added to their contract once quantified. D&D's bid was considered because they were substantially less than the next low bidder. After analyzing the probable increased contract amount before awarding the project, it was determined that D&D would still be the low bidder should the existing material be deemed unusable.

PASCAGOULA

BILOXI

BAY ST. LOUIS

Ms. Darcie Crew
September 19, 2013
Page 2 of 2

During construction, several components of the existing pier structure were determined to be too deteriorated for reuse or exceeded their design life. Other components were not able to be successfully removed for reuse because of the method of attachment. As result most all components, including structural members, decking, and handrails, were replaced with new materials.

It was also agreed by the City to replace the most northern end section of the pier. This section is a short section that would have been an eye-sore after the majority of the north pier was repaired and restored. Therefore, additional materials, including a portion of the structural members, all decking, and all handrails, were provided to rehabilitate this section of pier.

In summary, the above changes to the contract resulted in all sections of the pier at the Lowry Island River Park now being at a consistent elevation. The north pier extension has been repaired due to the fire. And, this section has been nearly fully rehabilitated with all new materials except for a few structural members and the existing piles.

In conclusion, the contract awarded to D&D construction was for \$107,733.80. Based on the adjusted units of reduced work and work added to their contract with your concurrence, we are requesting the City consider an increase to the contract in the amount of \$15,372.16 for a total contract amount of \$123,105.96. The total contract amount, including Change Order No. 1 will be \$61,014.04 less than the budgeted amount of \$184,120.00.

This project is funded in whole by CDBG and the savings from the budgeted amount will be applied to Phase 2 – Redevelopment of Lowry Island along the East Pascagoula River.

Should you have and questions or need further explanation, please advise.

Sincerely,

COMPTON ENGINEERING, INC.



G Joey Duggan, III
Project Manager

GJD/pjm

Attachment: Change Order No. 1 dated September 10, 2013

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

| Item # | Description | Units | Unit Price | Original Contract Amount | | Change Order No. 1 | | % Difference in Quantities | Total |
|-------------------------------|---|-------|--------------|--------------------------|-------------------|--------------------|-------------------|----------------------------|------------------|
| | | | | Bid Amount | | Final Quantities | | | |
| | | | | Quantity | Ext. Total | Quantity | Amount | | |
| BASE BID | | | | | | | | | |
| 01012-A | Mobilization/Demobilization | LS | \$ 10,000.00 | 1 | \$ 10,000.00 | 1.00 | \$ 10,000.00 | 100% | \$ - |
| 02050-A | Demolition | LS | \$ 9,120.00 | 1 | \$ 9,120.00 | 1.00 | \$ 9,120.00 | 100% | \$ - |
| 02457-A | New timber spliced pile | LF | \$ 4.56 | 300 | \$ 1,368.00 | 100.00 | \$ 456.00 | 33% | \$ (912.00) |
| 02457-B | Pile notching and bolted connection at spliced piles | EA | \$ 217.00 | 39 | \$ 8,463.00 | 20.00 | \$ 4,340.00 | 51% | \$ (4,123.00) |
| 05500-A | Metal strap connections (4x10 to 3x8) | EA | \$ 13.68 | 460 | \$ 6,292.80 | 460.00 | \$ 6,292.80 | 100% | \$ - |
| 05500-B | Vertical Reflectors | EA | \$ 114.00 | 7 | \$ 798.00 | 7.00 | \$ 798.00 | 100% | \$ - |
| 05520-A | Handrail (complete with 2x2 on 5" centers to replace destroyed handrail) | LF | \$ 36.50 | 420 | \$ 15,330.00 | 487.00 | \$ 17,775.50 | 116% | \$ 2,445.50 |
| 06135-A | New treated 4x10 for pier structure (stringes) including bolts, nuts and washers | BF | \$ 6.20 | 2,200 | \$ 13,640.00 | 2,507.00 | \$ 15,543.40 | 114% | \$ 1,903.40 |
| 06135-B | New treated 3x8 for pier structure (joists and cross-bracing) including bolts, nuts and washers | BF | \$ 6.20 | 3,500 | \$ 21,700.00 | 5,370.00 | \$ 33,294.00 | 153% | \$ 11,594.00 |
| 06135-C | New treated miscellaneous dressed materials for decking and benches, including fasteners | BF | \$ 2.21 | 6,000 | \$ 13,260.00 | 7,606.00 | \$ 16,809.26 | 127% | \$ 3,549.26 |
| 06135-D | Stenciling on deckboards and railing | LS | \$ 912.00 | 1 | \$ 912.00 | 1.00 | \$ 912.00 | 100% | \$ - |
| ALTERNATE #1 | | | | | | | | | |
| 02457-B | New timber piles (12" x 70' timber) (40' PROVIDED) | EA | \$ 1,600.00 | | | 1.00 | \$ 915.00 | 100% | \$ 915.00 |
| ALTERNATE #5 | | | | | | | | | |
| 06135-E | Modify existing and new pier elevations from Pier Group 45 to the north to provide consistent deck elevation of 5.83±. Utilize existing materials where possible. | LS | \$ 6,850.00 | 1 | \$ 6,850.00 | 1.00 | \$ 6,850.00 | 100% | \$ - |
| TOTAL CONTRACT AMOUNT: | | | | | 107,733.80 | | 123,105.96 | | 15,372.16 |



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Resolution authorizing mutual aid to City of Gautier

Attach additional information as necessary

Action Requested:

Adopt resolution authorizing City Manager to make available to City of Gautier a bucket truck to be used for a period not to exceed 48 hours. Mutual aid of this type is authorized pursuant to House Bill 35 approved by the Governor on March 27, 2002.

| | | | | |
|---------------------------------------|---|--|-------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

For grants and contracts, attach two (2) originals for Mayor or Manager's signature

For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

**RESOLUTION AUTHORIZING USE OF
CERTAIN EQUIPMENT BY CITY OF GAUTIER**

WHEREAS, the City of Gautier has made a request to use certain hereinafter described equipment for the purpose of hanging banners on poles in the City; and

WHEREAS, House Bill 35, which was approved by the Governor on March 27, 2002, allows the cities within Jackson County to provide municipal equipment to sister cities within the County as the need may arise; and

WHEREAS, the City of Gautier intends to use the equipment for what would be a proper municipal purpose; and

WHEREAS, the City Council of the City of Pascagoula finds that the mutual aid requested by the City of Gautier is in the best interest of the citizens and taxpayers of both communities:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Manager is authorized and directed by the Council to provide the City of Gautier with one (1) 1992 International 4900 Bucket Truck for their use in hanging banners throughout their City and for a period not to exceed forty-eight (48) hours.

SECTION 2. The City Manager shall procure from the City of Gautier its assurances that it will accept full responsibility for the maintenance and upkeep of the equipment during its use and that, should any damages occur thereto while in the possession of the City of Gautier, that the City will be fully responsible for any repairs that might be engendered by such damage.

SECTION 3. Attached hereto and incorporated by reference is a form of letter to be signed by the City Manager and counter-signed by the appropriate officials in the City of Gautier acknowledging the terms and conditions of this temporary mutual aid agreement.

JIM BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



CITY COUNCIL

| | |
|--------------------------|-----------------------|
| LARRY D. TAYLOR | Councilman, Ward 1 |
| FREDDY JACKSON | Councilman, Ward 2 |
| DAVID TADLOCK | Councilman, Ward 3 |
| BURT HILL | Councilman, Ward 4 |
| SCOTT TIPTON | Councilman, Ward 5 |
| BRENDA H. SIMKINS | Councilwoman at Large |

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-938-6605
FAX 228-372-6851

October 2, 2013

Samantha Abell
City Manager, Gautier
3330 Highway 90
Gautier, MS 39553

Dear Ms. Abell:

At its meeting on October 1, 2013, the City Council authorized me to transfer to the City of Gautier for its use for a period not to exceed forty-eight (48) hours, a bucket truck to be used for the purpose of hanging banners in your City. This mutual aid agreement has made pursuant to House Bill 35 and a copy of the resolution authorizing this transfer is attached for your convenience.

As a condition precedent to the transfer, the City of Gautier must agree to be fully responsible for the upkeep and maintenance of the vehicle while it is in the City's possession. This will include an obligation on the part of the City of Gautier to repair any damages that might occur to the equipment while it is being used by your employees.

Please sign in the space indicated below to indicate your acceptance of these terms on behalf of the City of Gautier and your statement that you are fully authorized to agree to the terms and conditions set forth herein.

Sincerely,

Joseph R. Huffman
City Manager

ECW:khs

AGREED:

I, Samantha Abell, City Manager for the City of Gautier, Mississippi, for and on behalf of the City and after being duly authorized so to do, agree to accept the temporary transfer of one (1) 1992 International 4900 Bucket Truck from the City of Pascagoula for our use for a period not to exceed forty-eight (48) hours from the date of acceptance of

Ms. Abell
Page 2
October 2, 2013

possession. On behalf of the City of Gautier, I am authorized to agree to the terms and conditions set forth in the foregoing letter and the City of Gautier shall be fully responsible for the maintenance and upkeep of the vehicle and repairs of any damages that might be incurred by our use of the vehicle during the time in question.

Samantha Abell, City Manager
City of Gautier

Date



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Manager

Contact Name: Kathie Bouler

Phone: 938-6614

Agenda Topic: Authorization for Council to attend the MML Small Town Conference in Tunica, MS, on November 21-22, 2013

Attach additional information as necessary

Action Requested:

Approve registration fees and travel expenses for Council to attend the conference.

| | | | | |
|---------------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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MISSISSIPPI MUNICIPAL LEAGUE

2013 Small Town Conference

NOVEMBER 21-22, 2013 + HARRAH'S CONVENTION CENTER
TUNICA, MS

Registration Form (Please print legibly)

Full Name _____ Title _____

City/Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Cell Phone _____ E-mail _____

Check Applicable Conference Registration Fees

One Registration Form per Attendee

EARLY REGISTRATION (Postmarked by 10/25/13)

- \$75 Member/Associate Member
- \$25 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

LATE REGISTRATION (After 10/25/13)

- \$85 Member/Associate Member
Name badges will be printed on-site

NON-MEMBER REGISTRATION

- \$85 Non-Member Registration Fee
No Early Discount for non-members

Small Town Conference Hotels

HARRAH'S VERANDA TOWER

Single or Double.....\$55/night
For reservations call 1-866-635-7095
Ask for MML Small Town Conference Block

HARRAH'S HORSESHOE

Single or Double.....\$60/night
For reservations call 1-866-635-7095
Ask for MML Small Town Conference Block

GOLD STRIKE CASINO RESORT

Single Rate.....\$49/night
For reservations call 1-888-245-7829

Method of Payment

Check # _____

VISA # _____

Expiration _____

MC # _____

Expiration _____

Cardholder Name _____

Signature _____

I hereby authorize the Mississippi Municipal League to use the above card to pay all applicable registration fees.



AGENDA ITEM REQUEST FORM

Meeting Date: 10/01/2013

Submitting Department or Individual: Human Resources

Contact Name: Brenda Germany

Phone: 762-2445

Agenda Topic: Consolidation of current City of Pascagoula Employee Health Care Plan and approved Amendments 1 - 19 for the purpose of printing a new Plan Document booklet. The cost of which will be borne by the Third Party Administrator, Lockard & Williams Insurance Services, Inc. Authorize the City Manager to sign said document.

Attach additional information as necessary

Action Requested:

Approve the consolidation of the current Group Health Plan Document and approved Plan amendments 1 - 19.

| | | | | | |
|---------------------------------------|---|-----------------------------|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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CITY OF PASCAGOULA

EMPLOYEE HEALTH CARE PLAN

PLAN DOCUMENT

AND

EMPLOYEE BENEFIT BOOKLET

(October 1, 2013)

The City of Pascagoula believes this Health Care Plan to be a “Grandfathered Health Plan”
under the Patient Protection and Affordable Care Act.

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ADOPTION

The City of Pascagoula, Mississippi has caused this restated City of Pascagoula Employee Health Care Plan (*Plan*) to take effect as of the first day of October 1, 2013, at Pascagoula, Mississippi. This is a revision of the Plan includes amendments 1-19. I have read the document herein and certify the document reflects the terms and conditions of the employee welfare benefit plan as established by the City of Pascagoula.

BY: _____

DATE: _____

SUMMARY PLAN DESCRIPTION

Name of Plan:

City of Pascagoula Employee Health Care Plan

Name, Address and Phone Number of Employer/Plan Sponsor:

City of Pascagoula
P. O. Drawer 908
Pascagoula, MS 39568-0908

Phone: 228-762-1020

Employer Identification Number:

64-6000949

Plan Number:

501

Type of Plan:

Welfare Benefit Plan: medical benefits

Type of Administration:

Contract administration: The processing of claims for benefits under the terms of the *Plan* are provided through a company contracted by the *employer* and shall hereinafter be referred to as the *claims processor*.

Name, Address and Phone Number of Plan Administrator, Fiduciary, and Agent for Service of Legal Process:

City of Pascagoula
P. O. Drawer 908
Pascagoula, MS 39568-0908
Phone: 228-762-1020

Eligibility Requirements:

For detailed information regarding a person's eligibility to participate in the *Plan*, refer to the following sections:

Eligibility

Enrollment

Effective Date of Coverage

For detailed information regarding a person being ineligible for benefits through reaching *maximum benefit* levels, *preexisting conditions*, or *termination of coverage*, refer to the following sections:

Schedule of Benefits

Effective Date of Coverage, Preexisting Conditions

Termination of Coverage

Plan Exclusions

Source of Plan Contributions:

Contributions for *Plan* expenses are obtained from the *employer* and from the *covered employees* and their covered *dependents*. The *employer* evaluates the costs of the *Plan* based on projected *Plan* expenses and determines the amount to be contributed by the *employer* and the amount to be contributed by the *covered employees*. In no case will the *employer* contribute more than the cost of Employee Only coverage for the positions of City Judge and City Prosecutor.

Funding Method:

The *employer* pays *Plan* benefits and administration expenses directly from general assets. Contributions received from *covered persons* are used to cover *Plan* costs and are expended immediately.

Ending Date of Plan Year:

September 30

Procedures for Filing Claims:

For detailed information on how to submit a claim for benefits, or how to file an appeal on a processed claim, refer to the section entitled, *Claim Filing Procedures*.

The designated *claims processor* is:

Lockard and Williams Insurance Services, P.A.

P. O. Box 1688

Pascagoula, MS 39568-1688

(228) 762-2500

SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the **Plan's** benefits, refer to the following sections: *Utilization Review, Medical Expense Benefit, Plan Exclusions* and *Preferred Provider Organization*.

| |
|--------------------------|
| MEDICAL BENEFITS: |
|--------------------------|

Maximum Benefit Per Covered Person While Covered By This Plan For:
 Temporomandibular Joint Dysfunction \$5,000

Maximum Benefit Per Covered Person Per Calendar Year For:

| | |
|---|-------------|
| All Benefits | \$2,000,000 |
| Chiropractic Care | \$500 |
| Temporomandibular Joint Dysfunction | \$1,000 |
| Private Duty Nursing | \$5,000 |
| Home Health Care | 60 visits |
| Wellness (Preferred Providers Only) (Limited to Wellness Guidelines) | Unlimited |

Physician Copays:

| | <u>Preferred Provider</u> | <u>Nonpreferred Provider</u> |
|--|---------------------------|------------------------------|
| Office Visit (Physician's Charge Only) | | |
| Primary Care Physician (100% after copay) | \$25/visit | N/A |
| Chiropractic (100% after copay) | \$25/visit | N/A |
| Specialist (100% after copay) | \$40/visit | N/A |
| Other Services performed in physicians' office during one of the above visits (not including surgery). | 80% (not subject to ded.) | N/A |

Calendar Year Deductible:

| | | |
|------------------------------------|---------|---------|
| Individual Deductible (Per Person) | \$500 | \$700 |
| Family Deductible (3 Individuals) | \$1,500 | \$2,100 |

Additional Per Occurrence Deductibles: (Refer to *Medical Expense Benefit, Deductible*)

| | |
|---|-------|
| Inpatient <i>Nonpreferred Provider</i> Hospital Per Confinement | \$500 |
|---|-------|

Out-of-Pocket Expense Limit Per Calendar Year: (includes deductible)

| | | |
|-------------------------|---------|-----------|
| Individual (Per Person) | \$2,500 | Unlimited |
| Family (Aggregate) | \$7,500 | Unlimited |

Refer to *Medical Expense Benefit, Calendar Year Out-of-Pocket Expense Limit* for a listing of charges not applicable to the out-of-pocket expense limit. ***Please note that failure to follow the procedures outlined in the Utilization Review Section of this Plan could result in additional out-of-pocket expenses to the participant.***

Coinsurance:

The *Plan* pays the percentage listed on the following pages for *covered expenses incurred* by a *covered person* during a calendar year after the individual or family deductible has been satisfied and until the individual or family out-of-pocket expense limit has been reached for the services of *preferred providers*. Thereafter, the *Plan* pays one hundred percent (100%) of *incurred covered expenses* for the services of *preferred providers* for the remainder of the calendar year or until the *maximum benefit* has been reached. **For the services of *nonpreferred providers*, there is no out-of-pocket expense limit and covered expenses are never payable at 100%, unless specified below.** Refer to *Medical Expense Benefit, Out-of-Pocket Expense Limit*, for a listing of charges not applicable to the one hundred percent (100%) *coinsurance*.

| <u>Benefit Description</u> | <u>Preferred Provider</u> | <u>Nonpreferred Provider</u> |
|--|----------------------------------|-------------------------------------|
| Inpatient Hospital (An additional \$500 deductible per confinement applies to <i>nonpreferred provider</i> inpatient confinements) | 80% | 50% |
| Outpatient Surgery | 80% | 50% |
| Preadmission Testing (Deductible waived) | 100% | 50% |
| Emergency Room Services | 80% | 50% |
| Accident Expense Benefit (Deductible waived) Limitation: \$300 <i>maximum benefit</i> per accident | 100% | 100% |
| Physician's Services | | |
| Home, Inpatient | 80% | 50% |
| Surgery - Physician's Office | 80% | 50% |
| Surgery - Other | 80% | 50% |
| Pathology | 80% | 50% |
| Anesthesiology | 80% | 50% |
| Radiology | 80% | 50% |
| Diagnostic X-rays & Lab | | |
| Inpatient | 80% | 50% |
| Outpatient | 100% of the first \$200 | 50% |
| Second Surgical Opinion (Deductible waived) Limitation: \$200 <i>maximum benefit</i> per opinion | 80% | 50% |
| Extended Care Facility Limitation: 60 days <i>maximum benefit</i> per <i>confinement</i> | 80% | 50% |
| Home Health Care Limitation: 60 visits <i>maximum benefit</i> per calendar year | 80% | 50% |
| Hospice Care | 80% | 50% |

| <u>Benefit Description</u> | <u>Preferred Provider</u> | <u>Nonpreferred Provider</u> |
|--|----------------------------------|-------------------------------------|
| Durable Medical Equipment | 80% | 50% |
| Mental & Nervous Disorders/Chemical Dependency | | |
| Inpatient Services | 80% | 50% |
| Outpatient Services | 80% | 50% |
| Therapy Services | 80% | 50% |
| Chiropractic Care | 80% | 50% |
| Limitation: \$500 <i>maximum benefit</i> per calendar year | | |
| Private Duty Nursing | 80% | 50% |
| Limitation: \$5,000 <i>maximum benefit</i> while covered by this <i>Plan</i> | | |
| Transplants | 80% | 50% |
| Limitation: \$250,000 <i>maximum benefit</i> while covered by this <i>Plan</i> | | |
| \$10,000 <i>maximum benefit</i> for organ donation while covered by this <i>Plan</i> | | |
| \$10,000 <i>maximum benefit</i> for transportation costs while covered by this <i>Plan</i> | | |
| Temporomandibular Joint Dysfunction | 80% | 50% |
| Limitation: \$5,000 <i>maximum benefit</i> while covered by this <i>Plan</i> | | |
| \$1,000 <i>maximum benefit</i> per calendar year | | |
| Wellness Benefit | | |
| Limitation: 100% of the contractable allowable amount for services recommended by the Wellness Guidelines. | 100% | N/A |
| All Other Covered Expenses | 80% | 50% |

PRESCRIPTION DRUG PROGRAM:

Participating Pharmacy

Prescription Drug Card

100% after copay;

30-day or less supply

Generic

\$5.00 co-pay

Brand Name

\$25.00 co-pay (drugs less than \$100)

\$35.00 co-pay (drugs \$100-\$199)

\$50.00 co-pay (drugs \$200 or more)

31-90 day supply

Generic

\$10.00 co-pay

Brand Name

\$50.00 co-pay (drugs up to \$299)

\$70.00 co-pay (drugs \$300-\$399)

\$100.00 co-pay (drugs greater than \$400)

Limitation: 34 day supply/90 day supply for maintenance medications as defined by the prescription benefit manager.

Special Copay

Byetta

\$50.00 per prescription

Special Byetta Benefit. The participants will be responsible for a copay of \$50.00 per prescription and the **Plan** will pay a maximum of \$169.20 per prescription.

Copays for prescription medications are based on the purchase price of the prescription. **Generic** prescriptions are subject to a \$5.00 per prescription **copay**. The balance of the **generic** prescription cost is paid 100% by the **Plan** after the **copay**.

Brand name prescriptions are subject to a \$25.00 **copay** if the cost of the prescription is less than \$100.00. The **Plan** will pay 100% of the cost of the prescription after the **copay** to a maximum of \$84.99. The **copay** is the responsibility of the **covered person**. Brand name prescriptions costing \$100-\$199 are subject to a \$35.00 **copay**. The **Plan** will pay 100% of the cost of the prescription after the **copay**. Brand name prescriptions costing \$200 or more are subject to a \$50.00 copay. The Plan will pay 100% of the cost of the prescription after the **copay**. The **copay** is the responsibility of the **covered person**.

Mandatory Generic Requirement – The participant is responsible for the **copay** associated with the cost of their medication. In addition to the appropriate **copay**, the participant will be responsible for 100% of the cost difference between brand name and generic medication when a prescription is filled with a **brand name** medication and a **generic** is available. This provision will apply even if the prescriber requires brand only or the participant requests **brand name** only to be dispensed.

Copays will not be credited to any **Plan** deductibles.

VISION EXPENSE BENEFIT

Plan Pays

Examinations

| | |
|--|--------------------------|
| One (1) exam during any twelve (12) consecutive months | 100% after \$10 copay |
| Maximum Benefit | \$100 |

Spectacle Lenses

| | |
|--|--------------------------|
| One pair of lenses during any twelve (12) consecutive months | 100% after \$25 copay |
| Maximum Benefit | |
| Single Vision | \$55/Lens |
| Bifocal | \$75/Lens |
| Trifocal | \$95/Lens |
| Lenticular | \$150/Lens |

Frames

One frame during any twenty-four (24) consecutive months 100% after \$25 copay

Maximum Benefit \$100

Contact Lenses

One prescription during any twelve (12) consecutive months 100% after \$25 copay

Maximum Benefit \$105

UTILIZATION REVIEW

Utilization review is the process of evaluating if services, supplies or treatment are *medically necessary* and appropriate to help ensure cost-effective care. *Utilization review* can eliminate unnecessary services, *hospitalizations*, and shorten *confinements* while improving quality of care and reducing costs to the *covered person* and the *Plan*.

Certification of *medical necessity* and appropriateness by the *Utilization Review Organization* does not establish eligibility under the *Plan* nor guarantee benefits.

The *Plan* requires precertification of certain services, supplies or treatment, as specified below. Under this *Plan's* claim filing procedures, the precertification call is considered to be filing a *pre-service claim* for benefits. Please see *Claim Filing Procedures* for details regarding a *covered person's* rights regarding *pre-service claim* determinations and appeals.

PRECERTIFICATION

Hospital/Inpatient Surgery

All *hospital* admissions and *inpatient* surgeries (except those required due to *injury* or accident) are to be certified in advance of the proposed *confinement* or surgery (precertification) by the *Utilization Review Organization*, except for *emergencies*. The *covered person* or their representative should call the *Utilization Review Organization* prior to admission.

Covered persons should contact the Utilization Review Organization by calling:

*American Health Holding
1-800-641-5566*

Emergency hospital admissions are to be reported to the *Utilization Review Organization* within seventy-two (72) hours following admission.

Group health plans generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than forty-eight (48) hours following a normal vaginal delivery, or less than ninety-six (96) hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than forty-eight (48) hours (or ninety-six (96) hours as applicable). In any case, plans may not, under federal law require that a provider obtain authorization from the Plan for prescribing a length of stay not in excess of the above periods.

Benefits payable for hospital confinement or inpatient surgeries shall be reduced by fifty percent (50%) if precertification is not obtained.

After admission to the *hospital*, the *Utilization Review Organization* will continue to evaluate the *covered person's* progress through *concurrent review* to monitor the length of *confinement* and *medical necessity* of treatment. If the *Utilization Review Organization* disagrees with the length of *confinement* recommended by the *physician*, the *covered person* and the *physician* will be advised. If the *Utilization Review Organization* determines that continued *confinement* is no longer necessary, additional days will not be certified. **Benefits payable for days not certified as medically necessary by the Utilization Review Organization shall be denied.**

However, in the event that a *retrospective review*, (a review completed after the event), determines that the hospitalization or surgery did not exceed the amount that would have been approved had the precertification been completed, there will be no penalty assessed and the amount of any deductible and/or *coinsurance* will count towards the satisfaction of the *covered person's* maximum out-of-pocket expense.

Precertification from the *Utilization Review Organization* does not constitute *Plan* liability for any *pre-existing condition* charges during the *pre-existing condition* waiting period.

Home Health Care/Durable Medical Equipment

Precertification by the *Utilization Review Organization* is required for *home health care* and the purchase or rental of *durable medical equipment*. The *covered person* or their representative should call the *Utilization Review Organization* prior to the service or purchase or rental of equipment. **Benefits payable for home health care or the purchase or rental of durable medical equipment will be reduced by fifty percent (50%) if preauthorization is not obtained. Benefits payable for any services not certified as medically necessary or appropriate shall be denied.**

PRECERTIFICATION APPEAL PROCESS

In the event certification of *medical necessity* is denied by the *Utilization Review Organization*, the *covered person* may appeal the decision. See *Claim Filing Procedures* for more information concerning the appeal process.

CASE MANAGEMENT/ALTERNATE TREATMENT

In cases where the *covered person's* condition is expected to be or is of a serious nature, the *employer* may arrange for review and/or case management services from a professional qualified to perform such services. The *employer* shall have the right to alter or waive the normal provisions of this *Plan* when it is reasonable to expect a cost effective result without a sacrifice to the quality of care. The use of case management or alternate treatment is a voluntary program to the *covered person*, however, the *Plan* will generally provide a greater benefit to the *covered person* by participating in the program.

Alternative care will be determined on the merits of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to that *covered person* or any other *covered person*.

PREFERRED PROVIDER OR NONPREFERRED PROVIDER

Covered persons have the choice of using either a *preferred provider* or a *nonpreferred provider*.

PREFERRED PROVIDERS

A *preferred provider* is a *physician, hospital* or ancillary service provider which has an agreement in effect with the *Preferred Provider Organization* (PPO) to accept a reduced rate for services rendered to *covered persons*. This is known as the *negotiated rate*. The *preferred provider* cannot bill the *covered person* for any amount in excess of the *negotiated rate*. Because the *covered person* and the *Plan* save money when services, supplies or treatment are obtained from providers participating in the *Preferred Provider Organization*, benefits are usually greater than those available when using the services of a *nonpreferred provider*. *Covered persons* should contact the Human Resources Department for a current listing of *preferred providers*.

NONPREFERRED PROVIDERS

A *nonpreferred provider* does not have an agreement in effect with the *Preferred Provider Organization*. This *Plan* will allow only the *customary and reasonable amount* as a *covered expense*. The *Plan* will pay its percentage of the *customary and reasonable amount* for the *nonpreferred provider* services, supplies and treatment. The *covered person* is responsible for the remaining balance. This results in greater out-of-pocket expenses to the *covered person*.

REFERRALS

Referrals to a *nonpreferred provider* are covered as *nonpreferred provider* services, supplies and treatments. It is the responsibility of the *covered person* to assure services to be rendered are performed by *preferred providers* in order to receive the *preferred provider* level of benefits.

EXCEPTIONS

The following listing of exceptions represents services, supplies or treatments rendered by a *nonpreferred provider* where *covered expenses* shall be payable at the *preferred provider* level of benefits:

1. *Emergency* treatment rendered at a *nonpreferred facility*. If the *covered person* is admitted to the *hospital* after such *emergency* treatment, *covered expenses* shall be payable at the *preferred provider* level.
2. *Nonpreferred* anesthesiologist if the operating surgeon is a *preferred provider*.
3. Radiologist or pathologist services for interpretation of x-rays and laboratory tests rendered by a *nonpreferred provider* when the *facility* rendering such services is a *preferred provider*.
4. While confined to a *preferred provider hospital*, the *preferred provider physician* requests a consultation from a *nonpreferred provider*.

5. ***Medically necessary*** services, supplies and treatments not available through any ***preferred provider***.
6. When a covered ***dependent*** resides outside the service area of the ***Preferred Provider Organization***, for example a ***full-time student***, ***covered expenses*** shall be payable at the ***preferred provider*** level of benefits.
7. ***Covered persons*** who do not have access to ***preferred providers*** within thirty-five (35) miles of their place of residence, or for ***emergency*** treatment rendered while traveling out-of-area.

MEDICAL EXPENSE BENEFIT

This section describes the *covered expenses* of the *Plan*. All *covered expenses* are subject to applicable *Plan* provisions including, but not limited to: deductible, *coinsurance* and *maximum benefit* provisions as shown in the *Schedule of Benefits*, unless otherwise indicated. Any expenses *incurred* by the *covered person* for services, supplies or treatment provided will not be considered *covered expenses* by this *Plan* if they are greater than the *customary and reasonable amount* or *negotiated rate*, as applicable. The *covered expenses* for services, supplies or treatment provided must be recommended by a *physician* or *professional provider* and be *medically necessary* care and treatment for the *illness* or *injury* suffered by the *covered person*.

COPAY

The *copay* is the amount payable by the *covered person* for certain services, supplies or treatment rendered by a *preferred provider physician*. The service and applicable *copay* are shown on the *Schedule of Benefits*. The *covered person* selects a *preferred provider* and pays the *preferred provider* the *copay*. The *Plan* pays the remaining *covered expenses* at the *negotiated rate*. The *copay* must be paid each time a treatment or service is rendered. The *copay* will not be applied toward the following:

1. The calendar year deductible.
2. The maximum out-of-pocket expense.
3. The deductible carry-over
4. The common accident deductible.

DEDUCTIBLES

Nonpreferred Provider Hospital Deductible

For each *inpatient hospital confinement* in a *nonpreferred provider hospital*, the *covered person* is responsible for an additional *hospital* deductible as specified on the *Schedule of Benefits*. The *hospital* deductible shall be applied to *covered expenses* first, then any applicable calendar year deductible shall be applied.

Individual Deductible

The individual deductible is the dollar amount of *covered expense* which each *covered person* must have *incurred* during each calendar year before the *Plan* pays applicable benefits. The individual deductible amount is shown on the *Schedule of Benefits*.

Family Deductible

The family deductible amount is three (3) times the individual deductible amount. When three (3) covered members of the same family have each met their individual deductible amount during a calendar year, the family deductible amount shall be considered satisfied for that calendar year and no further deductible amount shall be taken from the expenses of any covered family member for the remainder of that calendar year.

Common Accident

If two or more covered members of a family are ***injured*** in the same accident and, as a result of that accident, incur ***covered expenses***, only one individual deductible amount will be deducted from the total ***covered expenses*** of all covered family members related to the accident.

Deductible Carry-Over

Amounts ***incurred*** during October, November and December and applied toward the individual deductible of any ***covered person***, will also be applied to the individual deductible of that ***covered person*** in the next calendar year.

COINSURANCE

The ***Plan*** pays a specified percentage of ***covered expenses*** at the ***customary and reasonable amount*** for ***nonpreferred providers***, or the percentage of the ***negotiated rate*** for ***preferred providers***. That percentage is specified in the ***Schedule of Benefits***. The ***covered person*** is responsible for the difference between the percentage the ***Plan*** paid and 100% of the ***negotiated rate*** for ***preferred providers***. For ***nonpreferred providers***, the ***covered person*** is responsible for the difference between the percentage the ***Plan*** paid and 100% of the billed amount. The ***covered person's*** portion of the ***coinsurance*** for the services of a ***preferred provider*** represents the out-of-pocket expense limit.

CALENDAR YEAR OUT-OF-POCKET EXPENSE LIMIT

After the ***covered person*** has incurred an amount equal to the out-of-pocket expense limit for the services of a ***preferred provider*** listed on the ***Schedule of Benefits*** for ***covered expenses*** (after satisfaction of any applicable deductibles), the ***Plan*** will begin to pay 100% for services of a ***preferred provider*** for the remainder of the calendar year.

After a covered family has incurred a combined amount equal to the family out-of-pocket expense limit shown on the ***Schedule of Benefits*** for the services of a ***preferred provider***, the ***Plan*** will pay 100% of ***covered expenses*** for all ***preferred provider*** services for covered family members for the remainder of the calendar year.

There is no out-of-pocket expense limit for the services of a *nonpreferred provider*. Benefits of the *Plan* are not payable at 100%, unless specifically indicated.

Out-of-Pocket Expense Limit Exclusions

The following items do not apply toward satisfaction of the calendar year out-of-pocket expense limit:

1. Expenses for services, supplies and treatments not covered by this ***Plan***, to include charges in excess of the ***negotiated rate***.
2. Prescription drug ***copays***.
3. Expenses for ***mental and nervous disorders/chemical dependency***, nor will the ***Plan's coinsurance*** be payable at 100% for these services after the out-of-pocket expense limit has been satisfied.
4. Expenses for treatment of temporomandibular joint dysfunction, nor will the ***Plan's coinsurance*** payable at 100% for these services after the out-of-pocket expense limit has been satisfied.
5. Expense ***incurred*** as a result of failure to obtain precertification.

MAXIMUM BENEFIT

The *maximum benefit* payable on behalf of a *covered person* is shown on the *Schedule of Benefits*. The *maximum benefit* applies to the entire time the *covered person* is covered under the *Plan*, either as an *employee, dependent, alternate recipient* or under COBRA. If the *covered person's* coverage under the *Plan* terminates and at a later date he again becomes covered under the *Plan*, the *maximum benefit* will include all benefits paid by the *Plan* for the *covered person* during any period of coverage.

The *Schedule of Benefits* contains separate *maximum benefit* limitations for specified conditions. Any separate *maximum benefit* will include all such benefits paid by the *Plan* for the *covered person* during any and all periods of coverage under this *Plan*. All separate *maximum benefits* are part of, and not in addition to, the *maximum benefit*. No more than the *maximum benefit* will be paid for any *covered person* while covered by this *Plan*.

HOSPITAL/AMBULATORY SURGICAL FACILITY

Inpatient hospital admissions and *inpatient* surgeries (other than those resulting from an *injury* or accident) are subject to precertification. Failure to obtain precertification will result in a reduction of benefits, refer to *Utilization Review*.

Covered expenses shall include:

1. *Room and board* for treatment in a *hospital*, including *intensive care units*, cardiac care units and similar necessary accommodations. *Covered expenses* for *room and board* shall be limited to the *hospital's semiprivate* rate. *Covered expenses* for *intensive care* or cardiac care units shall be the *customary and reasonable amount* or *negotiated rate*. A full private room rate is covered if the private room is necessary for isolation purposes and is not for the convenience of the *covered person*.
2. Miscellaneous *hospital* services, supplies, and treatments including, but not limited to:
 - a. Admission fees, and other fees assessed by the *hospital* for rendering *medically necessary* services, supplies and treatments;
 - b. Use of operating, treatment or delivery rooms;
 - c. Anesthesia, anesthesia supplies and its administration by an employee of the *hospital*;
 - d. Medical and surgical dressings and supplies, casts and splints;
 - e. Blood transfusions, including the cost of whole blood, the administration of blood, blood processing and blood derivatives (to the extent blood or blood derivatives are not donated or otherwise replaced);
 - f. Drugs and medicines (except drugs not used or consumed in the *hospital*);
 - g. X-ray and diagnostic laboratory procedures and services;
 - h. Oxygen and other gas therapy and the administration thereof;
 - i. Therapy services.
3. Services, supplies and treatments described above furnished by an *ambulatory surgical facility*.
4. Charges for preadmission testing (x-rays and lab tests) performed within seven (7) days prior to a *hospital* admission which are related to the condition which is necessitating the *confinement*. Such tests shall be payable even if they result in additional medical treatment prior to *confinement* or if they show that *hospital confinement* is not necessary. Such tests shall not be payable if the same tests are performed again after the *covered person* has been admitted.

FACILITY PROVIDERS

Services of *facility* providers if such services would have been covered if performed in a *hospital* or *ambulatory surgical facility*.

AMBULANCE SERVICES

Ambulance services must be by a licensed air or ground ambulance.

Covered expenses shall include:

1. Ambulance services for air or ground transportation for the *covered person* from the place of *injury* or serious medical incident to the nearest *hospital* where treatment can be given.
2. Ambulance service is covered in a non-emergency situation when preapproved by the *claims processor* only to transport the *covered person* to or from a *hospital* or between *hospitals* for required treatment when such treatment is certified by the attending *physician* as *medically necessary*. Such transportation is covered only from the initial *hospital* to the nearest *hospital* qualified to render the special treatment.

ACCIDENT EXPENSE BENEFIT

Initial treatment and follow-up care within ninety (90) days of an *injury* will be payable subject to any applicable *maximum benefit*, as specified in the *Schedule of Benefits*.

PHYSICIAN SERVICES

Covered expenses shall include:

1. Medical treatment, services and supplies including, but not limited to: office visits, *inpatient* visits, home visits.
2. Surgical treatment. Separate payment will not be made for *inpatient* pre-operative or post-operative care normally provided by a surgeon as part of the surgical procedure.

For related operations or procedures performed through the same incision or in the same operative field, *covered expenses* shall include the surgical allowance for the highest paying procedure, plus fifty (50) percent of the surgical allowance for each additional procedure.
3. Surgical assistance provided by a *physician* if it is determined that the condition of the *covered person* or the type of surgical procedure requires such assistance.
4. Furnishing or administering anesthetics, other than local infiltration anesthesia, by other than the surgeon or his assistant.
5. Consultations requested by the attending *physician* during a *hospital confinement*. Consultations do not include staff consultations which are required by a *hospital's* rules and regulations.
6. Radiologist or pathologist services for interpretation of x-rays and laboratory tests necessary for diagnosis and treatment.

7. Radiologist or pathologist services for diagnosis or treatment, including radiation therapy and chemotherapy.
8. Allergy testing consisting of percutaneous, intracutaneous and patch tests and allergy injections.

SECOND SURGICAL OPINION

The second surgical opinion benefit is not subject to any deductible. Benefits for a second surgical opinion will be payable according to the *Schedule of Benefits* if an ***elective surgical procedure*** (non-emergency surgery) is recommended by the ***physician***.

The ***physician*** rendering the second opinion regarding the ***medical necessity*** of such surgery must be a board certified specialist in the treatment of the ***covered person's illness or injury*** and must not be affiliated in any way with the ***physician*** who will be performing the actual surgery.

In the event of conflicting opinions, a request for a third opinion may be obtained. The ***Plan*** will consider payment for a third opinion the same as a second surgical opinion.

The second surgical opinion benefit includes ***physician*** services and any diagnostic services as may be required.

DIAGNOSTIC SERVICES AND SUPPLIES

Covered expenses shall include services and supplies for diagnostic laboratory, pathology, ultrasound, nuclear medicine, magnetic imaging and x-ray. ***Covered expenses*** for the services of ***preferred providers*** are subject to the ***maximum benefit*** shown on the *Schedule of Benefits*.

TRANSPLANT

Services, supplies and treatments in connection with the listed human-to-human organ and tissue transplant procedures will be considered ***covered expenses*** subject to the following conditions:

1. When the recipient is covered under this ***Plan***, the ***Plan*** will pay the recipient's ***covered expenses*** related to the transplant.
2. When the donor is covered under this ***Plan***, the ***Plan*** will pay the donor's ***covered expenses*** related to the transplant.
3. Expenses ***incurred*** by the donor who is not ordinarily covered under this ***Plan*** according to *Eligibility* requirements will be ***covered expenses*** to the extent that such expenses are not payable by any other form of health coverage, including any government plan or individual policy of health coverage, and provided the recipient is covered under this ***Plan***. The donor's expense shall be applied to the recipient's ***maximum benefit***. In no event will benefits be payable in excess of the ***maximum benefit*** still available to the recipient.
4. Surgical, storage and transportation costs directly related to the donation of an organ or tissue used in a transplant procedure will be covered for each procedure completed, subject to the ***maximum benefit*** shown on the *Schedule of Benefits*. If an organ or tissue is sold rather than donated, the purchase price of such organ or tissue shall not be considered a ***covered expense*** under this ***Plan***.

5. Transportation costs of a transplant recipient and one (1) other person to the site of the transplant surgery, subject to the **maximum benefit** shown on the *Schedule of Benefits*.

If a **covered person's** transplant procedure is not performed as scheduled due to the intended recipient's medical condition or death, benefits will be paid for organ or tissue procurement as described above.

Benefits for organ or tissue transplants are subject to the **maximum benefit** shown on the *Schedule of Benefits*. Benefits for organ or tissue transplants are payable for **covered expenses incurred** during a transplant benefit period which begins five (5) days before the transplant and ends one (1) year after the date of the transplant.

The following procedures are covered by this **Plan**: liver, heart, lung, heart/lung, kidney and pancreas.

PREGNANCY

Covered expenses for **pregnancy** or **complications of pregnancy** shall be provided for a covered female **employee** or a covered female spouse of a covered **employee**.

In the event of early discharge from a **hospital** following delivery, the **Plan** will cover two (2) Registered Nurse home visits.

The **Plan** shall cover services, supplies and treatments for **medically necessary** abortions when the life of the mother would be endangered by continuation of the **pregnancy**, or when the **pregnancy** is the result of rape or incest.

Complications from an abortion for the covered female **employee** or a covered female spouse of an **employee** shall be a **covered expense** whether or not the abortion is a **covered expense**.

STERILIZATION

Covered expenses shall include elective sterilization procedures for the covered **employee** or covered spouse following the completion of a period of two hundred and seventy (270) days of coverage under this **Plan**. Reversal of sterilization is not a **covered expense**.

THERAPY SERVICES

Therapy services must be ordered by a **physician** to aid restoration of normal function lost due to **illness** or **injury**, for congenital anomaly, or for prevention of continued deterioration of function. **Covered expenses** shall include:

1. Services of a **professional provider** for physical therapy.
2. Radiation therapy and chemotherapy.
3. Dialysis therapy or treatment.
4. Services of a **professional provider** for occupational or speech therapy.

EXTENDED CARE FACILITY

Extended care facility services, supplies and treatments shall be a **covered expense** provided:

1. The **covered person** was first confined in a **hospital** for at least three (3) consecutive days;
2. The attending **physician** recommends extended care **confinement** for a convalescence from a condition which caused that **hospital confinement**, or a related condition;
3. The extended care **confinement** begins within fourteen (14) days after discharge from that **hospital confinement**, or within fourteen (14) days after a related extended care **confinement**; and
4. The **covered person** is under a **physician's** continuous care and the **physician** certifies that the **covered person** must have twenty-four (24) hours-per-day nursing care.

Successive periods of **extended care facility confinement** shall be considered one (1) period of **confinement** unless (1) they result from entirely unrelated causes, or (2) if related to the same cause, a period of six (6) months have elapsed with no **confinement** in a **hospital** or **extended care facility**.

Covered expenses shall include:

1. **Room and board** (including regular daily services, supplies and treatments furnished by the **extended care facility**) limited to fifty percent (50%) of the most common **hospital semiprivate** room rate in the area; and
2. Other services, supplies and treatment ordered by a **physician** and furnished by the **extended care facility** for **inpatient** medical care.

Extended care facility benefits are limited as shown the *Schedule of Benefits*.

HOME HEALTH CARE

Home health care is subject to precertification. Failure to obtain precertification shall result in a reduction of benefits. **Home health care** enables the **covered person** to receive treatment in his home for an **illness** or **injury** instead of being confined in a **hospital** or **extended care facility**. **Covered expenses** shall include:

1. Part-time or intermittent nursing care by a Registered Nurse, Licensed Practical Nurse or a Licensed Vocational Nurse;
2. Physical, respiratory, occupational or speech therapy;
3. Part-time or intermittent **home health aide services** for a **covered person** who is receiving covered nursing or therapy services;
4. Medical social service consultations.

A visit by a member of a **home health care** team and four (4) hours of **home health aide service** will each be considered one (1) **home health care** visit.

Covered expenses for **home health care** are subject to the **maximum benefit** shown on the *Schedule of Benefits*.

HOSPICE CARE

Hospice care is a health care program providing a coordinated set of services rendered at home, in *outpatient* settings, or in *facility* settings for a *covered person* suffering from a condition that has a terminal prognosis.

Hospice benefits will be covered only if the *covered person's* attending *physician* certifies that:

1. The *covered person* is terminally ill, and
2. The *covered person* has a life expectancy of six (6) months or less.

Covered expenses shall include:

1. ***Confinement*** in a *hospice* to include ancillary charges and ***room and board***.
2. Services, supplies and treatment provided by a *hospice* to a *covered person* in a home setting.
3. ***Physician*** services and/or nursing care by a Registered Nurse, Licensed Practical Nurse or a Licensed Vocational Nurse.
4. Physical therapy, occupational therapy, or speech therapy.
5. Nutrition services to include nutritional advice by a registered dietitian, and nutritional supplements such as diet substitutes administered intravenously or through hyperalimentation.
6. Counseling services provided through the *hospice*.

Charges *incurred* during periods of remission are not eligible under this provision of the *Plan*. Any *covered expense* paid under *hospice* benefits will not be considered a *covered expense* under any other provision of this *Plan*.

DURABLE MEDICAL EQUIPMENT

Rental or purchase, whichever is less costly, of necessary *durable medical equipment* which is prescribed by a *physician* and required for therapeutic use by the *covered person* shall be a *covered expense*; however, precertification by the *Utilization Review Organization* is required prior to the purchase or rental. Failure to obtain precertification shall result in a reduction of benefits. Equipment ordered prior to the *covered person's effective date* of coverage is not covered, even if delivered after the *effective date* of coverage. Repair or replacement of purchased *durable medical equipment* which is *medically necessary* due to normal use, or growth of a child will be considered a *covered expense*.

Equipment containing features of an aesthetic nature or features of a medical nature which are not required by the *covered person's* condition, or where there exists a reasonably feasible and medically appropriate alternative piece of equipment which is less costly than the equipment furnished, will be covered based on the usual charge for the equipment which meets the *covered person's* medical needs.

PROSTHESES

The initial purchase of a prosthesis (other than dental) provided for functional reasons when replacing all or part of a missing body part (including contiguous tissue) or to replace all or part of the function of a permanently

inoperative or malfunctioning body organ shall be a **covered expense**. A prosthesis ordered prior to the **covered person's effective date** of coverage is not covered, even if delivered after the **effective date** of coverage. Repair or replacement of a prosthesis which is **medically necessary** due to normal use, or growth of a child will be considered a **covered expense**.

ORTHOTICS

Orthotic devices and appliances (a rigid or semi-rigid supportive device which restricts or eliminates motion for a weak or diseased body part), including initial purchase, fitting and repair shall be a **covered expense**. Orthopedic shoes or corrective shoes, unless they are an integral part of a leg brace, and other supportive devices for the feet shall not be covered. Replacement will be covered only after five (5) years from the date of original placement, unless growth and development of a child necessitates earlier replacement.

DENTAL SERVICES

Covered expenses shall include repair of sound natural teeth, the jaws, cheeks, lip, tongue, roof or floor of the mouth provided it is the result of an **injury**. Treatment must begin within thirty (30) days of the date of such **injury** and be completed within three hundred and sixty-five (365) days after the **injury**. Damage to the teeth as a result of chewing or biting shall not be considered an **injury** under this benefit.

Covered expenses shall also include the following:

1. Excision of tumors or cysts (excluding dentigerous cysts) of the jaws, gums, cheeks, lips, tongue, roof and floor of the mouth;
2. Excision of exostoses or tori of the jaws or hard palate;
3. Incision and drainage of abscesses and treatment of cellulitis;
4. Incision of accessory sinuses, salivary glands, or salivary ducts;
5. Surgical procedures related to micrognathism and macrognathism provided prior approval is obtained and the **medical necessity** of the procedure is documented by appropriate x-rays and photographs;
6. When a **covered person** has a non-dental organic **illness** or condition which makes **inpatient hospitalization medically necessary** to safeguard the patient's health while undergoing treatment for non-covered dental condition, benefits will be provided for **room and board**, and other **hospital** services usually required to treat the non-dental **illness** or condition;
7. Removal of impacted wisdom teeth.

TEMPOROMANDIBULAR JOINT DYSFUNCTION

Subject to prior approval of the **Plan**, surgical and nonsurgical treatment of temporomandibular joint (TMJ), myofascial pain syndrome or orthognathic treatment shall be a **covered expense**, but shall not include orthodontia or prosthetic devices prescribed by a **physician** or dentist. The **maximum benefit** payable for diagnosis and treatment of TMJ, myofascial pain syndrome or orthognathic disorders per **covered person** is shown in the **Schedule of Benefits**. This limitation shall apply whether treatment is provided by a **hospital, physician, dentist**, physical therapist or oral surgeon.

SPECIAL EQUIPMENT AND SUPPLIES

Covered expenses shall include ***medically necessary*** special equipment and supplies including, but not limited to: casts; splints; braces; trusses; surgical and orthopedic appliances; colostomy and ileostomy bags and supplies required for their use; catheters; crutches; electronic pacemakers; oxygen and the administration thereof; blood and blood plasma not donated or replaced; syringes and needles for diabetes; other diabetic supplies, including insulin, test strips and blood sugar measurement devices; allergy serums; the initial pair of eyeglasses or contact lenses due to cataract surgery soft lenses or sclera shells intended for use in the treatment of ***illness*** or ***injury*** of the eye; surgical dressings and other medical supplies ordered by a ***professional provider*** in connection with medical treatment, but not common first aid supplies.

COSMETIC SURGERY

Cosmetic surgery shall be a ***covered expense*** provided:

1. A ***covered person*** receives an ***injury*** as a result of an accident and, as a result requires surgery. ***Cosmetic surgery*** and treatment must be for the purpose of restoring the ***covered person*** to his normal function immediately prior to the accident.
2. It is required to correct a congenital anomaly, for example, a birth defect, for a child.

MASTECTOMY

Covered expenses shall include the following:

1. ***Medically necessary*** mastectomy, including complications from a mastectomy and lymphedemas.
2. Reconstructive breast surgery necessary because of a mastectomy.
3. Reconstructive breast surgery on the non-diseased breast to make it equal in size with the diseased breast following reconstructive surgery on the diseased breast.
4. An external breast prosthesis shall be covered once every three (3) calendar years, and the first permanent internal breast prosthesis necessary because of a mastectomy shall also be a ***covered expense***.

MENTAL AND NERVOUS DISORDERS/CHEMICAL DEPENDENCY

Inpatient or Partial Confinement

Subject to the precertification provisions of the ***Plan***, the ***Plan*** will pay the applicable ***coinsurance***, up to the ***maximum benefit*** as defined in the ***Schedule of Benefits***, for ***confinement*** in a ***hospital*** or ***treatment center*** for services, supplies and treatment related to the treatment of ***mental and nervous disorders/chemical dependency***. Two days of ***partial confinement*** will be considered as one day of ***inpatient confinement***.

Covered expenses shall include:

1. ***Inpatient hospital*** confinement;
2. Individual psychotherapy;

3. Group psychotherapy;
4. Psychological testing;
5. Electro-Convulsive therapy (electroshock treatment) or convulsive drug therapy, including anesthesia when administered concurrently with the treatment by the same *professional provider*.

Outpatient

The *Plan* will pay the applicable *coinsurance*, up to a *maximum benefit* as defined in the *Schedule of Benefits*, for *outpatient* services, supplies and treatment related to the treatment of *mental and nervous disorders/chemical dependency*.

PRIVATE DUTY NURSING

Services of a private duty *nurse* shall be a *covered expense*, subject to the *maximum benefit* shown on the *Schedule of Benefits*. Private duty nursing consists of nursing services that require a shift of eight (8) continuous hours, and not nursing services that are intermittent or short daily visits. No benefits will be provided under this provision of the *Plan* for services of an aide, orderly or sitter; for services provided by a *home health care agency* or for services of an *extended care facility, hospice* or any other *facility* not licensed as an acute short-term care *hospital*.

CHIROPRACTIC CARE

Covered expense includes initial consultation, x-rays and treatment (but not maintenance care), subject to the *maximum benefit* shown on the *Schedule of Benefits*.

PODIATRY SERVICES

Covered expenses shall include surgical podiatry services, including incision and drainage of infected tissues of the foot, removal of lesions of the foot, removal or débridement of infected toenails, surgical removal of nail root, and treatment of fractures or dislocations of bones of the foot.

REHABILITATION PROGRAMS

Covered expenses shall include charges for qualified cardiac/pulmonary rehabilitation programs which are approved in advance by the *Plan administrator*.

WELLNESS BENEFITS

Covered expenses shall include office visits, pap smears, mammograms, prostate screening, gynecological exams, routine physical exams, laboratory tests, immunizations recommended by the Center for Disease Control (CDC) and services as defined and/or recommended by the US Preventative Services Task Force: Grade A Recommendations, excluding tobacco related recommendations. The frequency of these services shall be based on the Grade A Recommendations delivered by the US Preventative Services Task Force. The *Plan* pays 100% of the contract allowable amount of Wellness/Preventative services incurred during the calendar year from Preferred Providers. The City of Pascagoula will reimburse any eligible City employee up to \$25.00 per month for their Gym and Health Club membership provided the employee documents to the City the following: 1) Proof of payment of the membership and 2) Proof that they entered the Gym and/or Health Club on at least 10 separate occasions in each calendar month for which reimbursement is requested. Only gym or health club facilities located within the city of Pascagoula were approved by the City Council as eligible for this benefit.

MEDICAL EXCLUSIONS

In addition to *Plan Exclusions*, no benefit will be provided under this ***Plan*** for medical expenses for the following:

1. Charges for ***pre-existing conditions*** as specified in *Effective Date of Coverage, Pre-existing Conditions*.
2. Charges for services, supplies or treatment for the reversal of sterilization procedures.
3. Charges for services, supplies or treatment related to the diagnosis or treatment of infertility and artificial reproductive procedures, including, but not limited to: artificial insemination, invitro fertilization, surrogate mother, fertility drugs when used for treatment of infertility, embryo implantation, or gamete intrafallopian transfer (GIFT).
4. Charges for birth control services, supplies or devices, except for oral contraceptives.
5. Charges for services, supplies or treatment for transsexualism, gender dysphoria or sexual reassignment or change, including medications, implants, hormone therapy, surgery, medical or psychiatric treatment.
6. Charges for treatment or surgery for sexual dysfunction, unless related to organic ***illness***.
7. Charges for ***inpatient room and board*** in connection with a ***hospital confinement*** primarily for diagnostic tests, unless it is determined by the ***Plan*** that ***inpatient*** care is ***medically necessary***.
8. Charges for services, supplies or treatments which are primarily educational in nature; charges for services for educational or vocational testing or training and work hardening programs regardless of diagnosis or symptoms; charges for self-help training or other forms of non-medical self-care.
9. Charges for marital counseling; psychological tests or counseling to aid in career choice; or the study of the behavior traits of a ***covered person***.
10. Except as specifically stated in *Medical Expense Benefit, Dental Services*, charges for or in connection with: treatment of ***injury*** or disease of the teeth; oral surgery; treatment of gums or structures directly supporting or attached to the teeth; removal or replacement of teeth; or dental implants.
11. Charges for routine vision examinations and eye refractions; orthoptics; eyeglasses or contact lenses, dispensing optician's services.
12. Charges for routine, palliative or cosmetic foot care, including, but not limited to: treatment of weak, unstable, flat, strained or unbalanced feet; subluxations of the foot; treatment of corns or calluses; non-surgical care of toenails.
13. Charges for services, supplies or treatment which constitute personal comfort or beautification items, whether or not recommended by a ***physician***, such as: television, telephone, air conditioners, air purifiers, humidifiers, electric heating units, orthopedic mattresses, blood pressure instruments, scales, elastic bandages, non-hospital adjustable beds, exercise equipment.
14. Expenses for a ***cosmetic surgery*** or procedure and all related services, except as specifically stated in *Medical Expense Benefit, Cosmetic Surgery*.

15. Charges *incurred* as a result of, or in connection with, the *pregnancy* or *complications of pregnancy* of a *dependent* child.
16. Charges for services, supplies or treatment primarily for weight reduction or treatment of obesity, including, but not limited to: exercise programs or use of exercise equipment; special diets or diet supplements; appetite suppressants; Nutri/System, Weight Watchers or similar programs; and *hospital confinements* for weight reduction programs, except in *emergency* situations as determined by the *Plan administrator*.
17. Charges for services, supplies and treatment for smoking cessation programs, or related to the treatment of nicotine addiction, excluding smoking deterrent patches.
18. Charges for examination to determine hearing loss or the fitting, purchase, repair or replacement of a hearing aid.
19. Charges for *well child care*, including the usual, ordinary and routine care of a newborn while *hospital* confined following birth. This includes, but is not limited to: vaccinations, immunizations, sports physicals, or preschool or school examinations.
20. Charges for routine or periodic physical examinations, such as annual physical, screening examination, employment physical, or any related charges, such as premarital lab work, mammogram, and other care not associated with treatment or diagnosis of an *illness* or *injury*. (Except as outlined in the Schedule of Benefits).
21. Charges related to acupuncture treatment.
22. Charges for *custodial care*, domiciliary care or rest cures.
23. Charges for travel or accommodations, whether or not recommended by a *physician*, except as specifically provided herein.
24. Charges for telephone consultations, writing a prescription, completion of claim forms, charges associated with missed appointments or finance charges.
25. Charges for any services, supplies or treatment not specifically provided herein.
26. Charges for wigs, artificial hair pieces, artificial hair transplants, or any drug - prescription or otherwise -used to eliminate baldness. This exclusion does not apply when baldness is the result of burns, chemotherapy, radiation therapy, or surgery. Under these conditions, purchase of a wig or artificial hair piece is limited to one per lifetime.
27. Charges for expenses related to hypnosis.
28. Charges for professional services billed by a *physician* or Registered Nurse, Licensed Practical Nurse or Licensed Vocational Nurse who is an employee of a *hospital* or any other *facility* and who is paid by the *hospital* or other *facility* for the service provided.
29. Charges for environmental change including *hospitalization* or *physician* charges connected with prescribing an environmental change.

30. Charges for **room and board** in a **facility** for days on which the **covered person** is permitted to leave (a weekend pass, for example.)
31. Charges **incurred** outside the United States if the **covered person** traveled to such a location for the sole purpose of obtaining services, supplies or treatment.
32. Charges for **hospital** admission on Friday, Saturday or Sunday unless the admission is an **emergency** situation, or surgery is scheduled within twenty-four (24) hours. If neither situation applies, **hospital** expenses will be payable commencing on the date of actual surgery.
33. Charges for biofeedback therapy.
34. Charges for any eye surgery solely for the purpose of correcting refractive defects of the eye, such as near-sightedness (myopia) and astigmatism including radial keratotomy by whatever name called; contact lenses and eyeglasses required as a result of such surgery.
35. Charges for nonprescription drugs, such as vitamins, cosmetic dietary aids, and nutritional supplements.
36. Charges for orthopedic shoes (except when they are an integral part of a leg brace and the cost is included in the orthotist's charge) or shoe inserts.
37. Charges **incurred** as a result of, or in connection with, **cosmetic surgery** or any procedure or treatment excluded by this **Plan** which has resulted in medical complications, except for complications from a non-covered abortion, as specified herein.
38. Charges **incurred** for **inpatient** rehabilitation services consisting of medical, social, educational and/or vocational services or any such services to enable patients disabled by disease or **injury** to achieve functional ability except for acute short-term care.

PRESCRIPTION DRUG PROGRAM

PHARMACY OPTION

Participating pharmacies have contracted with the *Plan* to charge *covered persons* reduced fees for covered prescription drugs.

COPAY

The *copay* is applied to each covered pharmacy drug charge and is shown on the *Schedule of Benefits*. The *copay* amount is not a *covered expense* under the *Medical Expense Benefit*. Any one prescription is limited to a thirty-four (34) day supply/ninety day (90) day supply for maintenance medications as defined by the prescription benefits manager.

Copays for prescription medications are based on the purchase price of the prescription. *Generic prescriptions* are subject to a \$5.00 per prescription copay. The balance of the *generic prescription* cost is paid 100% by the *Plan* after the copay. These *copays* apply to 30-day or less supplies.

Brand name prescriptions are subject to a \$25.00 *copay* if the cost of the prescription is less than \$100.00. The *Plan* will pay 100% of the cost of the prescription after the *copay* to a maximum of \$84.99. The *copay* is the responsibility of the *covered person*. Brand name prescriptions costing \$100 - \$199 are subject to a \$35.00 *copay*. The *Plan* will pay 100% of the cost of the prescription after the *copay*. Brand name prescriptions costing \$200 or more are subject to a \$50.00 *copay*. The *Plan* will pay 100% of the cost of the prescription after the *copay*. The *copay* is the responsibility of the *covered person*. These *copays* apply to 30-day or less supplies.

Mandatory Generic Requirement – The participant is responsible for the *copay* associated with the cost of their medication. In addition to the appropriate *copay*, the participant will be responsible for 100% of the cost difference between brand name and generic medication when a prescription is filled with a *brand name* medication and a *generic* is available. This provision will apply even if the prescriber requires brand only or the participant requests *brand name* only to be dispensed.

Copays will not be credited to any *Plan* deductibles.

COVERED PRESCRIPTION DRUGS

1. All drugs prescribed by a *physician* that require a prescription either by federal or state law, except injectables (other than insulin and Byetta) and drugs excluded by the *Plan*.
2. All compounded prescriptions containing at least one prescription ingredient within a therapeutic quantity.
3. Insulin when prescribed by a *physician*, insulin syringes, and diabetic supplies (Blood and urine test strips, lancets)
4. Over the Counter (OTC) Prilosec when prescribed by a physician.
5. A mail order 90-day prescription option is available through the CVS/Caremark Mail Order Service Pharmacy.

LIMITS TO THIS BENEFIT

This benefit applies only when a ***covered person incurs*** a covered prescription drug charge. The covered drug charge for any one prescription will be limited to:

1. Refills only up to the number of times specified by a ***physician***.
2. Refills up to one year from the date of order by a ***physician***.

EXPENSES NOT COVERED

1. A drug or medicine that can legally be purchased without a written prescription. This does not apply to injectable insulin, insulin syringes, diabetic supplies (blood and urine test strips, lancets), or prilosec OTC.
2. Devices of any type, even though such devices may require a prescription. These include, but are not limited to: therapeutic devices, artificial appliances, braces, support garments, or any similar device.
3. Immunization agents or biological sera.
4. A drug or medicine labeled: "Caution - limited by federal law to investigational use."
5. Experimental drugs and medicines, even though a charge is made to the ***covered person***.
6. Any charge for the administration of a covered prescription drug.
7. Any drug or medicine that is consumed or administered at the place where it is dispensed.
8. A drug or medicine that is to be taken by the ***covered person***, in whole or in part, while ***hospital confined***. This includes being confined in any institution that has a facility for dispensing drugs.
9. A charge for prescription drugs which may be properly received without charge under local, state or federal programs.
10. Vitamins except for Prenatal vitamins.
11. Cosmetic prescriptions (such as Rogaine, Vaniqa, etc.)
12. Retin- A
13. Injectable medications (except Imitrex and Byetta)
14. Anti-obesity medications (Xenical, Meridia, etc.)
15. Impotency medications (Viagra, Yohimbine, Muse, Caverject, etc.)
16. Stadol
17. Abortion inducing medications (RU-486, Mifeprex, etc.)
18. Growth Hormones
19. Infertility medications
20. Gleevec is excluded unless specifically approved by the ***Plan administrator***.

VISION EXPENSE BENEFIT

Vision benefits will be paid for charges for covered vision expenses for *covered persons* as shown on the *Schedule of Benefits*. The benefits will apply when charges are *incurred* for vision care by a legally licensed *physician or professional provider*.

COVERED VISION EXPENSE

The *Plan* provides coverage for services, supplies and treatment for the following:

1. One (1) complete visual analysis.
2. One (1) pair of lenses.
3. One (1) pair of frames.
4. One (1) prescription of contacts in lieu of conventional lenses and frames.

VISION EXCLUSIONS

In addition to *Plan Exclusions*, no benefits will be provided under this *Plan* for vision expenses *incurred* by a *covered person* for the following:

1. Charges for a visual analysis or vision aids that are not for *medically necessary* care.
2. Charges for a visual analysis performed by other than a *physician* or optometrist.
3. Charges for vision aids which are not prescribed by a *physician* or optometrist.
4. Charges for sunglasses (whether prescribed or not).
5. Charges for duplication or replacement of a vision aid that is broken, lost or stolen.
6. Charges for medical or surgical treatment of the eye.
7. Expenses covered under any other provision of the medical portion of this *Plan*.

PLAN EXCLUSIONS

The **Plan** will not provide benefits for any of the items listed in this section, regardless of **medical necessity** or recommendation of a **physician** or **professional provider**.

1. Charges for services, supplies or treatment from any **hospital** owned or operated by the United States government or any agency thereof or any government outside the United States, or charges for services, treatment or supplies furnished by the United States government or any agency thereof or any government outside the United States, unless payment is legally required.
2. Charges for an **injury** sustained or **illness** contracted while on active duty in military service, unless payment is legally required.
3. Charges for services, supplies or treatment for treatment of **illness** or **injury** which is caused by or attributed to by war or any act of war, participation in a riot, civil disobedience or insurrection. "War" means declared or undeclared war, whether civil or international, or any substantial armed conflict between organized forces of a military nature.
4. Any condition for which benefits of any nature are recovered or are found to be recoverable, either by adjudication or settlement, under any Worker's Compensation law, Employer's liability law, or occupational disease law, even though the **covered person** fails to claim rights to such benefits or fails to enroll or purchase such coverage.
5. Charges in connection with any **illness** or **injury** arising out of or in the course of any employment intended for wage or profit, including self-employment.
6. Charges made for services, supplies and treatment which are not **medically necessary** for the treatment of **illness** or **injury**, or which are not recommended and approved by the attending **physician**, except as specifically stated herein, or to the extent that the charges exceed the **customary and reasonable amount** or exceed the **negotiated rate** as applicable.
7. Charges in connection with any **illness** or **injury** resulting from, or occurring during the commission or attempted commission of a criminal battery or felony for which criminal charges are filed. Claims which are submitted to the **Plan** which are the result of such activities shall not be payable until a final determination has been made by a court of law regarding the guilt or innocence of the **covered person**. If the **covered person** is found guilty any expenses **incurred** will be denied by the **Plan**.
8. To the extent that payment under this **Plan** is prohibited by any law of the jurisdiction in which the **covered person** resides at the time the expense is **incurred**.
9. Charges for services rendered and/or supplies received prior to the **effective date** or after the termination date of a person's coverage.
10. Any services, supplies or treatment for which the **covered person** is not legally required to pay; or for which no charge would usually be made; or for which such charge, if made, would not usually be collected if no coverage existed; or to the extent the charge for the care exceeds the charge that would have been made and collected if no coverage existed.
11. Charges for services, supplies or treatment that is considered **experimental/investigational**.

12. Charges for services, supplies or treatment rendered by any individual who is a *close relative* of the *covered person* or who resides in the same household as the *covered person*.
13. Charges for services, supplies or treatment rendered by physicians or *professional providers* beyond the scope of their license; for any treatment, *confinement* or service which is not recommended by or performed by an appropriate *professional provider*.
14. Charges for *illnesses* or *injuries* suffered by a *covered person* due to the action or inaction of any party if the *covered person* fails to provide information as specified in *Subrogation*.
15. Claims not submitted within the *Plan's* filing limit deadlines as specified in *Claim Filing Procedures*.
16. If the primary plan has a restricted list of healthcare providers and the *covered person* chooses not to use a provider from the primary plan's restricted list, this *Plan* will not pay for any charges disallowed by the primary plan due to the use of such provider, if shown on the primary carrier's explanation of benefits.
17. This *Plan* will not pay for any charge which has been refused by another plan covering the *covered person* as a penalty assessed due to non-compliance with that plan's rules and regulations, if shown on the primary carrier's explanation of benefits.

ELIGIBILITY

This section identifies the *Plan's* requirements for a person to be eligible to enroll. Refer to *Enrollment and Effective Date of Coverage* for more information.

EMPLOYEE ELIGIBILITY

All ***full-time employees*** regularly scheduled to work at least forty (40) hours per work week shall be eligible to enroll for coverage under this *Plan*. This does not include temporary or seasonal ***employees***.

Retired employees may continue coverage by paying the applicable contribution for ***employee*** and/or ***dependent*** coverage. While the ***employer*** expects ***retiree*** coverage to continue, the ***employer*** reserves the right to modify or discontinue ***retiree*** coverage at any time. If a ***retiree*** loses coverage under this *Plan*, ***retiree*** will not be reinstated at a later date.

DEPENDENT(S) ELIGIBILITY

The following describes ***dependent*** eligibility requirements. The ***employer*** will require proof of ***dependent*** status.

1. The term "spouse" means the spouse of the ***employee*** under a legally valid existing marriage, unless court ordered separation exists.
2. The term "child" means the ***employee's*** natural child, stepchild, legally adopted child, foster child, and a child for whom the ***employee*** has been appointed legal guardian, provided:
 - a. The child is less than twenty-six (26) years of age, and;
 - b. The child is not eligible to enroll for Health coverage through their employer.
3. An eligible child shall also include any other child of an ***employee*** or their spouse who is recognized in a qualified medical child support order (QMCSO) which has been issued by any court judgment, decree, or order as being entitled to enrollment for coverage under this *Plan*, even if the child is not residing in the ***employee's*** household. Such child shall be referred to as an ***alternate recipient***. ***Alternate recipients*** are eligible for coverage regardless of whether the ***employee*** elects coverage for himself. An application for enrollment must be submitted to the ***employer*** for coverage under this *Plan*. The ***employer/Plan administrator*** shall establish written procedures for determining whether a medical child support order is a QMCSO and for administering the provision of benefits under the *Plan* pursuant to a valid QMCSO. The ***employer/Plan administrator*** reserves the right, waivable at its discretion, to seek clarification with respect to the order from the court or administrative agency which issued the order, up to and including the right to seek a hearing before the court or agency.
4. Adopted children, who are less than 18 years of age at the time of adoption, shall be considered eligible from the date the child is ***placed for adoption***. "***Placed for adoption***" means the date the ***employee*** assumes legal obligation for the total or partial financial support of the child during the adoption process.
5. A child who is unmarried, incapable of self-sustaining employment, and dependent upon the ***employee*** for support due to a mental and/or physical disability, and who was covered under the *Plan* prior to reaching the maximum age limit or other loss of ***dependent's*** eligibility, will remain eligible for coverage under this *Plan* beyond the date coverage would otherwise be lost.

Proof of incapacitation must be provided within thirty-one (31) days of the child's loss of eligibility and thereafter as requested by the ***employer*** or ***claims processor***, but not more than once every two (2) years. Eligibility may not be continued beyond the earliest of the following:

- a. Cessation of the mental and/or physical disability;
- b. Failure to furnish any required proof of mental and/or physical disability or to submit to any required examination.

Every eligible *employee* may enroll eligible *dependents*. However, if both the husband and wife are *employees*, they may choose to have one covered as the *employee*, and the spouse covered as the *dependent* of the *employee*, or they may choose to have both covered as *employees*. Eligible children may be enrolled as *dependents* of one spouse, but not both.

ENROLLMENT

APPLICATION FOR ENROLLMENT

An *employee* must file a written application with the *employer* for coverage hereunder for himself and his eligible *dependents* within thirty (30) days of becoming eligible for coverage; and within thirty (30) days of marriage or the acquiring of children or birth of a child. The *employee* shall have the responsibility of timely forwarding to the *employer* all applications for enrollment hereunder.

The *employer* must be notified of any change in eligibility of *dependents*, including the birth of a child that is to be covered and adding or deleting any other *dependents*. Forms are available from the *employer* for reporting changes in *dependents'* eligibility as required.

SPECIAL ENROLLMENT PERIOD (OTHER COVERAGE)

An *employee* or *dependent* who did not enroll for coverage under this *Plan* because he was covered under other group coverage or had health insurance coverage at the time he was initially eligible for coverage under this *Plan*, may request a special enrollment period if he is no longer eligible for the other coverage. Special enrollment periods will be granted if the individual's loss of eligibility is due to:

1. Termination of the other coverage (including exhaustion of COBRA benefits)
2. Cessation of employer contributions toward the other coverage
3. Legal separation or divorce
4. Termination of other employment or reduction in number of hours of other employment
5. Death of *covered person*.

The end of any extended benefits period which has been provided due to any of the above will also be considered a loss of eligibility.

However, loss of eligibility does not include a loss due to failure of the individual to pay premiums or contributions on a timely basis or termination of coverage for cause (such as making a fraudulent claim or an intentional misrepresentation of a material fact in connection with the other coverage.)

The *employee* or *dependent* must request the special enrollment and enroll no later than thirty (30) days from the date of loss of other coverage.

The effective date of coverage as the result of a special enrollment shall be the first day of the first calendar month following the *Plan administrator's* receipt of the completed enrollment form.

SPECIAL ENROLLMENT PERIOD (DEPENDENT ACQUISITION)

An *employee* who is not covered under the *Plan*, but who acquires a new *dependent* may request a special enrollment period. For the purposes of this provision, the acquisition of a new *dependent* includes:

- marriage
- birth of a *dependent* child

- adoption or placement for adoption of a *dependent* child

The *employee* must request the special enrollment within thirty (30) days of the acquisition of the *dependent*.

The effective date of coverage as the result of a special enrollment shall be:

1. in the case of marriage, the first day of the first calendar month following the *Plan administrator's* receipt of the completed enrollment form;
2. in the case of a *dependent's* birth, the date of such birth;
3. in the case of adoption or *placement for adoption*, the date of such adoption or *placement for adoption*.

OPEN ENROLLMENT

Open enrollment is the period designated by the *employer* during which the *employee* may elect coverage for himself and any eligible *dependents* if he is not covered under the *Plan* and does not qualify for a Special Enrollment as described herein. An open enrollment will be permitted once in each calendar year during the month of December. *Employees* or *dependents* who enroll in the *Plan* during an open enrollment are considered *late enrollees*.

During this open enrollment period, an *employee* and his *dependents* who are not covered under this *Plan* must complete and submit an enrollment form for coverage. Coverage shall be effective on the first day of the month following the open enrollment period.

EFFECTIVE DATE OF COVERAGE

EMPLOYEE(S) EFFECTIVE DATE

Eligible ***employees***, as described in *Eligibility*, are covered under the ***Plan*** the first of the month coincident with or following completion of thirty (30) days of ***full-time*** employment.

DEPENDENT(S) EFFECTIVE DATE

Eligible ***dependent(s)***, as described in *Eligibility*, will become covered under the ***Plan*** on the later of the dates listed below, provided the ***employee*** has enrolled them in the ***Plan*** within thirty (30) days of meeting the ***Plan's*** eligibility requirements.

1. The date the ***employee's*** coverage becomes effective.
2. The date the ***dependent*** is acquired, provided any required contributions are made and the ***employee*** has applied for ***dependent*** coverage within thirty (30) days of the date acquired.
3. Newborn children shall be covered from birth, regardless of ***confinement***, provided the ***employee*** has applied for ***dependent*** coverage within thirty (30) days of birth.
4. Coverage for a newly adopted child shall be effective on the date the child is ***placed for adoption***.

PRE-EXISTING CONDITIONS

Benefits will be provided for ***pre-existing conditions*** after the completion of a period of twelve (12) months from the ***covered person's*** date of enrollment for coverage under this ***Plan***. For the purpose of this provision, the date of enrollment shall mean the first day of any applicable service waiting period or the date of hire.

This ***pre-existing condition*** limitation shall not apply to 1) a child born to our ***placed for adoption*** after the ***employee's*** ***effective date*** of coverage under this ***Plan***, 2) a person covered under this ***Plan*** that is 19 years of age or less, nor to 3) ***pregnancy*** under any circumstances.

Precertification from the ***Utilization Review Organization*** does not constitute ***Plan*** liability for any ***pre-existing condition*** charges during this waiting period.

For the purpose of determining whether this ***pre-existing condition*** provision of the ***Plan*** will be applied to claims for any individual, the ***Plan administrator*** will look not only to the period of time the individual has been covered under this ***Plan***, but also to any period of previous creditable coverage the individual has earned. Creditable coverage shall include, but is not limited to, coverage the individual may have had under a prior employer's benefit plan or COBRA, individual or group insurance, Medicare or Medicaid, a state risk pool, or CHAMPUS. Other types of coverage may also be considered creditable coverage. However, creditable coverage will only be applied to this ***Plan's pre-existing condition*** time periods if there has been no break in coverage of the individual for more than sixty-three days. If there has been a break in coverage of more than sixty-three days, the ***Plan administrator*** will not apply previous coverage towards this ***Plan's pre-existing condition*** limitation. Waiting periods for coverage do not count as a break in coverage.

It is the ***employee's*** responsibility to provide the ***Plan administrator*** with evidence of creditable coverage. Such evidence may be in the form of a Certificate of Coverage or in any other form acceptable to the ***Plan administrator***.

TERMINATION OF COVERAGE

Except as provided in the *Plan's Continuation of Coverage* (COBRA) provision, coverage will terminate on the earliest of the following dates:

EMPLOYEE(S) TERMINATION DATE

1. The date the *employer* terminates the *Plan* and offers no other group health plan.
2. The date on which the *employee* ceases to meet the eligibility requirements of the *Plan*.
3. The last day of the month in which employment terminates. Except in the case of termination for gross misconduct. In such cases, coverage will end on the date of termination.
4. The date the *employee* becomes a *full-time*, active member of the armed forces of any country.
5. The date the *employee* ceases to make any required contributions.
6. For a *retiree*, coverage shall end on the earlier of the dates the *retiree* is eligible for *Medicare* due to age, or the date of entitlement to *Medicare* due to disability.

For any of the dates listed above, coverage shall end at twelve o'clock midnight on the specified date.

DEPENDENT(S) TERMINATION DATE

1. The date the *employer* terminates the *Plan* and offers no other group health plan.
2. The date the *employee's* coverage terminates. However, if the *employee* remains eligible for the *Plan*, but elects to discontinue coverage, coverage may be extended for *alternate recipients*.
3. The date such person ceases to meet the eligibility requirements of the *Plan*.
4. The date the *employee* ceases to make any required contributions on the *dependent's* behalf.
5. Cessation of *full-time student status* for *dependent* children age nineteen (19) or older shall terminate coverage on the earliest of the following dates:
 - a. The last date of the month in which the *dependent* is no longer a *full-time student*.
 - b. The date the school reconvenes after school vacation, if the *dependent* fails to meet the *full-time student* criteria.
 - c. The last day of the month following graduation.
 - d. The date the *dependent* reaches the maximum age limit as stated in *Eligibility*.
6. The date the *dependent* becomes a *full-time*, active member of the armed forces of any country.
7. The date the *Plan* discontinues *dependent* coverage for any and all *dependents*.

LEAVE OF ABSENCE

For **employees** that are eligible according to the employer's leave policies, coverage may be continued for a limited time, contingent upon payment of any required contributions for **employees** and/or **dependents**, when the **employee** is on an authorized **leave of absence** or disability **leave of absence** from the **employer**. In no event will coverage continue for more than twelve (12) months after the **employee's** active service ends.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible Leave

An **employee** who is eligible for unpaid leave and benefits under the terms of the Family and Medical Leave Act of 1993, as amended, has the right to continue coverage under this **Plan** for up to twelve (12) weeks during any twelve (12) month period.

Contributions

During this leave, the **employer** will continue to pay the same portion of the **employee's** contribution for the **Plan**. The **employee** shall be responsible to continue payment for eligible **dependent's** coverage and any remaining **employee** contributions. If the covered **employee** fails to make the required contribution during a FMLA leave within thirty (30) days after the date the contribution was due, the coverage will terminate effective on the date the contribution was due.

Reinstatement

If coverage under the **Plan** was terminated during an approved FMLA leave, and the **employee** returns to active work immediately upon completion of that leave, **Plan** coverage will be reinstated on the date the **employee** returns to active work as if coverage had not terminated, provided the **employee** makes any necessary contributions and enrolls for coverage within thirty (30) days of his return to active work.

Repayment Requirement

The **employer** may require **employees** who fail to return from a leave under FMLA to repay any contributions paid by the **employer** on the **employee's** behalf during an unpaid leave. This repayment will be required only if the **employee's** failure to return from such leave is not related to a "serious health condition," as defined in FMLA, or events beyond the **employee's** control.

CERTIFICATES OF COVERAGE

The **Plan administrator** shall provide each terminating **covered person** with a Certificate of Coverage, certifying the period of time the individual was covered under this **Plan**. For **employee's** with **dependent** coverage, the certificate provided may include information on all covered **dependents**. This **Plan** will at all times comply with the provisions of the Health Insurance Portability and Accountability Act of 1996.

CONTINUATION OF COVERAGE

In order to comply with federal regulations, this *Plan* includes a continuation of coverage option for certain individuals whose coverage would otherwise terminate. The following is intended to comply with the Public Health Services Act. This continuation of coverage may be commonly referred to as "COBRA coverage."

The coverage which may be continued under this provision consists of health coverage. It does not include life insurance benefits, accidental death and dismemberment benefits, or income replacement benefits. Health coverage includes medical and prescription drug benefits as provided under the *Plan*.

QUALIFYING EVENTS

Qualifying events are any one of the following events that would cause a *covered person* to lose coverage under this *Plan*, even if such coverage is not lost immediately, and allow such person to continue coverage beyond the date described in *Termination of Coverage*:

1. Death of the *employee*.
2. The *employee's* termination of employment (other than termination for gross misconduct), or reduction in work hours to less than the minimum required for coverage under the *Plan*.
3. Divorce or legal separation from the *employee*.
4. The *employee's* entitlement to *Medicare* benefits under Title XVIII of the Social Security Act, if it results in the loss of coverage under this *Plan*.
5. A *dependent* child no longer meets the eligibility requirements of the *Plan*.
6. The last day of leave under the Family Medical Leave Act of 1993.
7. The call-up of an *employee* reservist to active duty.

NOTIFICATION REQUIREMENTS

1. When eligibility for continuation of coverage results from a spouse being divorced or legally separated from a covered *employee*, or a child's loss of *dependent* status, the *employee* or *dependent* must notify the *employer* of that event within sixty (60) days of the event. Failure to provide such notice to the *employer* will result in the person forfeiting their rights to continuation of coverage under this provision.
2. Within fourteen (14) days of a qualifying event, or within fourteen (14) days of receiving notice of a qualifying event, the *employee* or *dependent* will be notified of his rights to continuation of coverage, and what process is required to elect continuation of coverage.
3. After receiving notice, the *employee* or *dependent* has sixty (60) days to decide whether to elect continued coverage. Each person who was covered under the *Plan* prior to the qualifying event, has the right to elect continuation of coverage on an individual basis, regardless of family enrollment. If the *employee* or *dependent* chooses to have continued coverage, he must advise the *employer* in writing of this choice. The *employer* must receive this written notice no later than the last day of the sixty (60) day period. If the

election is mailed, the election must be postmarked on or before the last day of the sixty (60) day period. This sixty (60) day period begins on the latter of the following:

- a. The date coverage under the **Plan** would otherwise end; or
 - b. The date the person receives the notice from the **employer** of his or her rights to continuation of coverage.
4. Within forty-five (45) days after the date the person notifies the **employer** that he has chosen to continue coverage, the person must make the initial payment. The initial payment will be the amount needed to provide coverage from the date continued benefits begin, through the last day of the month in which the initial payment is made. Thereafter, payments for the continued coverage are to be made monthly, and are due in advance, on the first day each month.
 5. The **employee** or **dependent** must make payments for the continued coverage.

COST OF COVERAGE

1. The **employer** requires that **covered persons** pay the entire costs of their continuation coverage. This must be remitted to the **employer** or the **employer's** designated representative, by or before the first day of each month during the continuation period. The payment must be remitted each month in order to maintain the coverage in force.
2. For purposes of determining monthly costs for continued coverage, a person originally covered as an **employee** or as a spouse will pay the rate applicable to an **employee** if coverage is continued for himself alone. Each child continuing coverage independent of the family unit will pay the rate applicable to an **employee**.

WHEN CONTINUATION COVERAGE BEGINS

When continuation coverage is elected and the contributions paid within the time period required, coverage is reinstated back to the date of the loss of coverage, so that no break in coverage occurs. Coverage for **dependents** acquired and properly enrolled during the continuation period begins in accordance with the enrollment provisions of the **Plan**.

FAMILY MEMBERS ACQUIRED DURING CONTINUATION

A spouse or **dependent** child newly acquired during continuation coverage is eligible to be enrolled as a **dependent**. The standard enrollment provision of the **Plan** applies to enrollees during continuation coverage. A **dependent** acquired and enrolled after the original qualifying event, other than a child born to or **placed for adoption** with a covered **employee** during a period of COBRA continuation coverage, is not eligible for a separate continuation if a subsequent event results in the person's loss of coverage.

SUBSEQUENT QUALIFYING EVENTS

Once covered under continuation coverage, it is possible for a second qualifying event to occur, including:

1. Death of an **employee**.
2. Divorce or legal separation from an **employee**.
3. **Employee's** entitlement to **Medicare**.

4. The child's loss of *dependent* status.

If one of these subsequent qualifying events occurs, a *dependent* may be entitled to a second continuation period. This period will in no event continue beyond thirty-six (36) months from the date of the first qualifying event.

Only a person covered prior to the original qualifying event or a child born to or *placed for adoption* with a covered *employee* during a period of COBRA continuation is eligible to continue coverage again as the result of a subsequent qualifying event. Any other *dependent* acquired during continuation coverage is not eligible to continue coverage as the result of a subsequent qualifying event.

END OF CONTINUATION

Continuation of coverage under this provision will end on the earliest of the following dates:

1. Eighteen (18) months from the date continuation began because of a reduction of hours or termination of employment of the *employee*.
2. Thirty-six (36) months from the date continuation began for *dependents* whose coverage ended because of the death of the *employee*, divorce or legal separation from the *employee*, or the child's loss of *dependent* status.
3. The end of the period for which contributions are paid if the *covered person* fails to make a payment on the date specified by the *employer*.
4. The date coverage under this *Plan* ends and the *employer* offers no other group health benefit plan.
5. The date the *covered person* first becomes entitled to *Medicare* after the date of election of COBRA continuation coverage.
6. The date the *covered person* first becomes covered under any other group health plan after the date of election of COBRA continuation coverage, with exception of the *pre-existing* provision below.

PRE-EXISTING CONDITIONS

In the event that a *covered person* becomes eligible for coverage under another employer-sponsored group health plan, and that group health plan has an exclusion or *pre-existing* limitation on a condition that is covered by this *Plan*, the *covered person* may remain covered under this *Plan* with continuation of coverage and elect coverage under the other employer's group health plan. This *Plan* shall be primary payor for the *covered expenses* that are excluded or limited under the other employer sponsored group health plan and secondary payor for all other expenses.

EXTENSION FOR DISABLED INDIVIDUALS

A person who is *totally disabled* may extend continuation coverage from eighteen (18) months to twenty-nine (29) months. The person must be disabled for Social Security purposes at the time of the qualifying event or within sixty (60) days thereafter. The disabled person must submit proof of the determination of disability by the Social Security Administration to the *employer* within the initial eighteen (18) month continuation coverage period and no later than sixty (60) days after the Social Security Administration's determination. The *employer* may charge 150% of the contribution during the additional eleven (11) months of continuation of coverage.

MILITARY MOBILIZATION

If an **employee** or an **employee's dependent** is called for active duty by the United States Armed Services (including the Coast Guard), the National Guard or the Public Health Service, the **employee** or the **employee's dependent** may continue their health coverages, pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

When the leave is less than thirty-one (31) days, the **employee** or **employee's dependent** may not be required to pay more than the **employee's** share, if any, applicable to that coverage. If the leave is more than thirty-one (31) days, then the **employer** may require the **employee** or **employee's dependent** to pay no more than 102% of the full contribution.

The maximum length of the continuation coverage required under the Uniformed Services Employment and Reemployment Rights Act (USERRA) is the lesser of:

1. Eighteen (18) months beginning on the day that the leave commences, or
2. A period beginning on the day that the leave began and ending on the day after the **employee** fails to return to employment within the time allowed.

The **employee** or the **employee's dependent** coverage will be reinstated without exclusions or a waiting period.

REINSTATEMENT OF COVERAGE

Employee Reinstatement

When a **covered employee** ceases to be entitled to benefits under this **Plan** by reason of termination of employment, the **covered employee** shall be subject to all the terms and conditions of the **Plan** regarding eligibility requirements upon their reemployment with the **employer**. However, if there has been a break in coverage longer than sixty-three (63) days, the **employee** will be subject to the **Plan's** full pre-existing condition waiting period of twelve (12) months. Creditable coverage will only be applied against the **Plan's** pre-existing time period if the break in coverage has been less than sixty-three (63) days. Waiting periods for coverage do not count as a break in coverage.

Dependent Reinstatement

If a **dependent child** should lose coverage for a reason other than maximum age and/or marriage, they will be eligible for reinstatement as long as they meet all eligibility requirements set forth in the **Plan**. However, if there has been a break in coverage longer than sixty-three (63) days, the **dependent** will be subject to the **Plan's** full pre-existing condition waiting period of twelve (12) months. Creditable coverage will only be applied against the **Plan's** pre-existing time period if the break in coverage has been less than sixty-three (63) days. Waiting periods for coverage do not count as a break in coverage.

CLAIM FILING PROCEDURE

A claim for benefits is any request for a benefit which is provided by this *Plan* made by a *covered person* or the *authorized representative* of a *covered person* which complies with the *Plan's* procedures for making claims. Claims for health care benefits are one of two types: *pre-service claims* or *post-service claims*.

Pre-service claims are claims for services for which preapproval must be received before services are rendered in order for benefits to be payable under this *Plan*, such as those services listed in the section *Utilization Review*. A *pre-service claim* is considered to be filed whenever the initial contact or call is made by the *covered person*, provider or *authorized representative* to the *Utilization Review Organization*, as specified in *Utilization Review*.

Post-service claims are those for which services have already been received (any claims other than *pre-service claims*).

If the *covered person* would like the *Plan administrator/claims processor* to deal with someone other than them regarding a claim for benefits then the *covered person* must provide the *Plan administrator* with a written authorization in order for an *authorized representative* (other than the *employee*) to represent and act on behalf of the *covered person*. The *covered person* must consent to release information related to the claim to the *authorized representative*.

FILING A PRE-SERVICE CLAIM

A *pre-service claim* begins when the *covered person*, provider, or the *covered person's authorized representative* makes a call to the *Utilization Review Organization* to precertify specified services, supplies or treatment. See *Utilization Review* for specific details regarding the services which require precertification, the number to call, and time frames for making the precertification call.

If a call is made to the *Utilization Review Organization* that fails to follow the precertification procedure as specified in *Utilization Review*, but at least identifies the name of the patient, a specific medical condition or symptom and the specific treatment, service or product for which precertification is being requested, the *covered person* or the *covered person's authorized representative* will be orally notified (in writing, if requested) within five (5) calendar days (twenty-four (24) hours in the case of Urgent Care Claims) of the failure to follow correct procedures.

Pre-service claims fall into three categories: Precertification Claims, Urgent Care Claims or Concurrent Care Claims.

- A. A Precertification Claim is a claim for any services for which the *Plan* requires precertification, however the services which are required are not services which would qualify as Urgent Care Claims, as defined below.
- B. Urgent Care Claims are claims for services which require precertification, however, the services are of such a nature such that the application of the longer time periods for making Precertification Claim determinations could seriously jeopardize the life or health of the patient or the patient's ability to regain maximum function, or – in the opinion of a *physician* with knowledge of the patient's medical condition – would subject the patient to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

- C. Concurrent Care Claims are claims for continuing care for which additional services are being requested or claims for which benefits for additional care are being reduced or terminated.

TIMEFRAME FOR BENEFIT DETERMINATION OF A PRE-SERVICE CLAIM

When a *pre-service claim* has been submitted to the *Plan* (call made to the *Utilization Review Organization*) and no additional information is required, the *Plan* will generally complete its determination of the claim within the following timeframes:

1. Precertification Claims – within a reasonable time frame, but no later than fifteen (15) calendar days from receipt of claim;
2. Urgent Care Claims – within a reasonable time frame, but no later than seventy-two (72) hours following receipt of claim;
3. Concurrent Care Claims – if a request for an extension of an on-going course of treatment is received, determination will be made as follows:
 - a. If the request for additional care is of an urgent care nature and the request is made at least twenty-four (24) hours prior to the end of the course of treatment, the determination must be made within twenty-four (24) hours of the request. If the request is made less than twenty-four (24) hours prior to the end of the course of treatment, the determination must be made within seventy-two (72) hours of the request;
 - b. For non-urgent care, the determination must be made within fifteen (15) calendar days after the request is received.

When a *pre-service claim* has been submitted to the *Plan* and additional information is needed in order to determine whether and to what extent, services are covered or benefits are payable by the *Plan*, then the *Plan administrator* or its designee (*Utilization Review Organization*), shall notify the *covered person* as follows:

1. If the *pre-service claim* is for care of an urgent care nature, the *Plan administrator* or its designee shall notify the *covered person* as soon as possible, but no later than twenty-four (24) hours after the initial call, of the specific information necessary to complete the claim. The *covered person* or *authorized representative* will have forty-eight (48) hours to provide the requested information and the *Plan administrator* or its designee will complete the claim determination no later than forty-eight (48) hours after receipt of the requested information. Failure of the *covered person* to respond in a timely and complete manner will result in a denial of the precertification request.
2. If the *pre-service claim* is for non-urgent care or if an extension of time is required due to reasons beyond the control of the *Plan administrator* or its designee, the *Plan administrator* or its *designee* will, within fifteen (15) calendar days from the date of the initial call, provide the *covered person* or the *covered person's authorized representative* with a notice detailing the circumstances and the date by which the *Plan administrator*, or its designee, expects to render a decision. If additional information is required, the notice will provide details of what information is needed and the *covered person* will have forty-five (45) days to provide the

requested information. The **Plan administrator**, or its designee, will complete its determination of the claim no later than fifteen (15) calendar days following receipt of the requested information. Failure to respond in a timely and complete manner will result in a denial of the precertification request.

NOTICE OF PRE-SERVICE CLAIM BENEFIT DENIAL

If the **pre-service claim** for benefits is denied, the **Plan administrator** or its designee shall provide the **covered person** or authorized representative with a written notice of benefit denial within the timeframes listed above.

The notice will contain the following:

- A. Explanation of the denial, including:
 - 1. The specific reasons for the denial;
 - 2. Reference to the **Plan** provisions on which the denial is based;
 - 3. A description of any additional material or information necessary and an explanation of why such material or information is necessary;
 - 4. A description of the **Plan's** review procedure and applicable time limits;
 - 5. A statement that if the **covered person's** appeal (See "Appealing a Denied Claim" below) is denied, the **covered person** has the right to bring a civil action.

- B. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice will contain either
 - 1. A copy of that criterion, or
 - 2. A statement that such criterion was relied upon and will be supplied free of charge, upon request

- C. If denial was based on **medical necessity**, **experimental** treatment or similar exclusion or limit, the **Plan** will supply either
 - 1. An explanation of the scientific or clinical judgment, applying the terms of the **Plan** to the employee's medical circumstances, or
 - 2. A statement that such explanation will be supplied free of charge, upon request

APPEALING A DENIED PRE-SERVICE CLAIM

The Named Fiduciary for purposes of an appeal of a **pre-service claim** as described in U. S. Department of Labor Regulations 2560.503-1 is the **Utilization Review Organization**.

A **covered person**, or the **covered person's authorized representative**, may request a review of a denied claim by making written (for any claim involving urgent care, the request may be verbal) request to the Named Fiduciary within one hundred eighty (180) calendar days from receipt of notification of the denial. The written request should state the reasons the **covered person** feels the claim should not have been denied. The following describes the review process:

- 1. The **covered person** has a right to submit documents, information and comments

- 2. The **covered person** has the right to access, free of charge, information relevant to the claim for benefits. Relevant information is defined as any document, record or other information.
 - a. Relied on in making the benefit determination; or

- b. That was submitted, considered or generated in the course of making a benefit determination, whether or not relied upon; or
 - c. That demonstrates compliance with the duties to make benefit decisions in accordance with plan documents and to make consistent decisions; or
 - d. That constitutes a statement of policy or guidance for the *Plan* concerning the denied treatment or benefit for the *covered person's* diagnosis, even if not relied upon.
3. The review shall take into account all information submitted by the *covered person*, even if it was not considered in the initial benefit determination.
 4. The review by the Named Fiduciary will not afford deference to the original denial.
 5. The Named Fiduciary will not be
 - a. The individual who originally denied the claim, nor
 - b. Subordinate to the individual who originally denied the claim
 6. If the original denial was, in whole or in part, based on medical judgment:
 - a. The Named Fiduciary will consult with a *professional provider* who has appropriate training and experience in the field involving the medical judgment.
 - b. The *professional provider* utilized by the Named Fiduciary will be neither
 - (1) An individual who was considered in connection with the original denial of the claim, nor
 - (2) A subordinate of any other *professional provider* who was considered in connection with the original denial.
 - c. If requested, the Named Fiduciary will identify the medical or vocational expert(s) who gave advice in connection with the original denial, whether or not the advice was relied upon.

NOTICE OF BENEFIT DETERMINATION FOR PRE-SERVICE CLAIMS ON APPEAL

The Named Fiduciary shall provide the *covered person* or authorized representative with a written notice of the appeal decision within the following timeframes:

1. Urgent Care Claims or Concurrent Care Claims involving urgent care – as soon as possible, but not later than seventy-two (72) hours from receipt of appeal;
2. Precertification Claims or Concurrent Care Claims involving non-urgent care – as soon as possible, but not later than fifteen (15) calendar days from receipt of appeal;

If the appeal is denied, the notice will contain the following:

- A. Explanation of the denial including:
 1. The specific reasons for the denial
 2. Reference to specific *Plan* provisions on which the denial is based
 3. A statement that the *covered person* has the right to access, free of charge, information relevant to the claim for benefits.
 4. A statement that if the *covered person's* appeal is denied, the *covered person* has the right to bring a civil action.

- B. If an internal rule, guideline, protocol or other similar criterion was relied upon the Notice will contain either:
1. A copy of that criterion, or
 2. A statement that such criterion was relied upon and will be supplied free of charge, upon request
- C. If the denial was based on *medical necessity*, *experimental* treatment or similar exclusion or limit, the Notice will supply either:
1. An explanation of the scientific or clinical judgment, applying the terms of the *Plan* to the *covered person's* medical circumstances, or
 2. A statement that such explanation will be supplied free of charge, upon request

FILING A POST-SERVICE CLAIM

1. A claim form is to be completed on each covered family member at the beginning of the calendar year and for each claim involving an *injury*. Appropriate claim forms are available from the Human Resources Department.

Claims should be submitted to:

Lockard and Williams Insurance Services, P.A.
P.O. Box 1688
Pascagoula, Mississippi 39568-1688

The date of receipt will be the date the claim is received by the *claims processor*.

2. All bills submitted for benefits must contain the following:
 - a. Name of patient.
 - b. Patient's date of birth.
 - c. Name of *employee*.
 - d. Address of *employee*.
 - e. Name of *employer*.
 - f. Name, address and tax identification number of provider.
 - g. *Employee* Social Security number.
 - h. Date of service.
 - i. Diagnosis.
 - j. Description of service and procedure number.
 - k. Charge for service.
 - l. The nature of the accident, *injury* or *illness* being treated.
3. Properly completed claims not submitted within one (1) year of the date of incurred liability will be denied. The

covered person may ask the provider to submit the bill directly to the *claims processor*, or the *covered person* may file the bill with a claim form. However, it is ultimately the *covered person's* responsibility to make sure the claim has been filed for benefits.

TIMEFRAME FOR BENEFIT DETERMINATION OF A POST-SERVICE CLAIM

When a completed claim has been submitted to the ***claims processor*** and no additional information is required, the ***claims processor*** will generally complete its determination of the claim within thirty (30) calendar day of receipt of the completed claim, unless an extension of time is necessary due to circumstances beyond the ***Plan's*** control.

When a completed claim has been submitted to the ***claims processor*** and additional information is required for determination of the claim, the ***claims processor*** will provide the ***covered person*** or ***authorized representative*** with a notice detailing the information needed. This notice will be provided within thirty (30) calendar days of receipt of the completed claim and will indicate the date when the ***claims processor*** expects to make a decision, if the requested information is received. The ***covered person*** will have forty-five (45) calendar days to provide the information requested, and the ***claims processor*** will complete its determination of the claim within fifteen (15) calendar days of receipt of the requested information. Failure to respond in a timely and complete manner will result in a denial of benefit payment.

NOTICE OF POST-SERVICE CLAIM BENEFIT DENIAL

If the ***post-service*** claim for benefits is denied, the ***Plan administrator*** or their designee shall provide the ***covered person*** or ***authorized representative*** with a written notice of benefit denial within thirty (30) calendar days of receipt of a completed claim, or if the ***Plan*** had requested additional information from the ***covered person*** or ***authorized representative***, within fifteen (15) calendar days of receipt of such information. The notice will contain the following:

- A. Explanation of the denial, including:
 - 1. The specific reasons for the denial;
 - 2. Reference to the ***Plan*** provisions on which the denial is based
 - 2. A description of any additional material or information necessary and an explanation of why such material or information is necessary
 - 3. A description of the ***Plan's*** review procedure and applicable time limits
 - 4. A statement that if the ***employee's*** appeal (See "Appealing a Denied Claim" below) is denied, the ***employee*** has the right to bring a civil action.

- B. If an internal rule, guideline, protocol or other similar criterion was relied upon, the Notice will contain either
 - 1. A copy of that criterion, or
 - 2. A statement that such criterion was relied upon and will be supplied free of charge, upon request

- C. If the denial was based on ***medical necessity***, ***experimental*** treatment or similar exclusion or limit, the ***Plan*** will supply either
 - 1. An explanation of the scientific or clinical judgment, applying the terms of the ***Plan*** to the ***covered person's*** medical circumstances, or
 - 2. A statement that such explanation will be supplied free of charge, upon request

APPEALING A DENIED POST-SERVICE CLAIM

The "Named Fiduciary" for purposes of an appeal of a *post-service claim* as described in U. S. Department of Labor Regulations 2560.503-1 (issued November 21, 2000) is the *claims processor*.

A *covered person*, or the *covered person's authorized representative*, may request a review of a denied claim by making written request to the "Named Fiduciary" within one hundred eighty (180) calendar days from receipt of notification of the denial. The request for review should state the reasons the *covered person* feels the claim should not have been denied.

The review process is as follows:

1. The *covered person* has a right to submit documents, information and comments
2. The *covered person* has the right to access, free of charge, information relevant to the claim for benefits. Relevant information is defined as any document, record or other information:
 - a. Relied on in making the benefit determination, OR
 - b. That was submitted, considered or generated in the course of making a benefit determination, whether or not relied upon, OR
 - c. That demonstrates compliance with the duties to make benefit decisions in accordance with plan documents and to make consistent decisions, OR
 - d. That constitutes a statement of policy or guidance for the *Plan* concerning the denied treatment or benefit for the *covered person's* diagnosis, even if not relied upon.
3. The review takes into account all information submitted by the *covered person*, even if it was not considered in the initial benefit determination.
4. The review by the Named Fiduciary will not afford deference to the original denial.
5. The Named Fiduciary will not be
 - a. The individual who originally denied the claim, nor
 - b. Subordinate to the individual who originally denied the claim
6. If original denial was, in whole or in part, based on medical judgment,
 - a. The Named Fiduciary will consult with a *professional provider* who has appropriate training and experience in the field involving the medical judgment.
 - b. The *professional provider* utilized by the Named Fiduciary will be neither
 - (1) An individual who was considered in connection with the original denial of the claim, nor
 - (2) A subordinate of any other *professional provider* who was considered in connection with the original denial.
 - c. If requested, the Named Fiduciary will identify the medical or vocational expert(s) who gave advice in connection with the original denial, whether or not the advice was relied upon.

NOTICE OF BENEFIT DETERMINATION FOR POST-SERVICE CLAIM APPEAL

The *Plan administrator* or their designee shall provide the *covered person* or *authorized representative* with a written notice of the appeal decision within sixty (60) calendar days of receipt of a written request for the appeal. If the appeal is denied, the notice will contain the following:

- A. An explanation of the denial including:
 - 1. The specific reasons for the denial
 - 2. Reference to specific *Plan* provisions on which the denial is based
 - 3. A statement that the *covered person* has the right to access, free of charge, information relevant to the claim for benefits.
 - 4. A statement that if the *covered person's* appeal is denied, the *covered person* has the right to bring a civil action.

- B. If an internal rule, guideline, protocol or other similar criterion was relied upon the Notice will contain either:
 - 1. A copy of that criterion, or
 - 2. A statement that such criterion was relied upon and will be supplied free of charge, upon request

- C. If the denial was based on *medical necessity*, *experimental* treatment or similar exclusion or limit, will supply either
 - 1. An explanation of the scientific or clinical judgment, applying the terms of the *Plan* to the patient's medical circumstances, or
 - 2. A statement that such explanation will be supplied free of charge, upon request.

FOREIGN CLAIMS

In the event a *covered person* incurs a *covered expense* in a foreign country, the *covered person* shall be responsible for providing the following to the *claims processor* before payment of any benefits due are payable:

- 1. The claim form, provider invoice and any other documentation required to process the claim must be submitted in the English language.
- 2. The charges for services must be converted into dollars.
- 3. A current conversion chart validating the conversion from the foreign country's currency into dollars.

COORDINATION OF BENEFITS

The *Coordination of Benefits* provision is intended to prevent duplication of benefits. It applies when the **covered person** is also covered by any Other Plan(s). When more than one coverage exists, one plan normally pays its benefits in full, referred to as the primary plan. The Other Plan(s), referred to as secondary plan, pays a reduced benefit. When coordination of benefits occurs, the total benefit payable by all plans will not exceed 100% of "allowable expenses." Only the amount paid by this **Plan** will be charged against the **maximum benefit**.

The *Coordination of Benefits* provision applies whether or not a claim is filed under the Other Plan(s). If another plan provides benefits in the form of services rather than cash, the reasonable value of the service rendered shall be deemed the benefit paid.

DEFINITIONS APPLICABLE TO THIS PROVISION

"Allowable Expenses" means any reasonable, necessary, and customary expenses incurred while covered under this **Plan**, part or all of which would be covered under this **Plan**. Allowable Expenses do not include expenses contained in the "Exclusions" sections of this **Plan**.

When this **Plan** is secondary, "Allowable Expense" will include any deductible or **coinsurance** amounts not paid by the Other Plan(s).

When this **Plan** is secondary, "Allowable Expense" shall not include any amount that is not payable under the primary plan as a result of a contract between the primary plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the **covered person** for the difference between the provider's contracted amount and the provider's regular billed charge.

"Other Plan" means any plan, policy or coverage providing benefits or services for, or by reason of medical, dental or vision care. Such Other Plan(s) may include, without limitation:

1. Group insurance or any other arrangement for coverage for **covered persons** in a group, whether on an insured or uninsured basis, including, but not limited to, hospital indemnity benefits and hospital reimbursement-type plans;
2. Hospital or medical service organization on a group basis, group practice, and other group prepayment plans or on an individual basis having a provision similar in effect to this provision;
3. A licensed Health Maintenance Organization (HMO);
4. Any coverage for students which is sponsored by, or provided through, a school or other educational institution;
5. Any coverage under a government program and any coverage required or provided by any statute;
6. Group automobile insurance;
7. Individual automobile insurance coverage;
8. Individual automobile insurance coverage based upon the principles of "No-fault" coverage;

9. Any plan or policies funded in whole or in part by an *employer*, or deductions made by an *employer* from a person's compensation or retirement benefits;
10. Labor/management trustee, union welfare, employer organization, or employee benefit organization plans.

"This *Plan*" shall mean that portion of the *employer's Plan* which provides benefits that are subject to this provision.

"Claim Determination Period" means a calendar year or that portion of a calendar year during which the *covered person* for whom a claim is made has been covered under this *Plan*.

EFFECT ON BENEFITS

This provision shall apply in determining the benefits for a *covered person* for each claim determination period for the Allowable Expenses. If this *Plan* is secondary, the benefits paid under this *Plan* may be reduced so that the sum of benefits paid by all plans does not exceed 100% of total Allowable Expense.

If the rules set forth below would require this *Plan* to determine its benefits before such Other Plan, then the benefits of such Other Plan will be ignored for the purposes of determining the benefits under this *Plan*.

ORDER OF BENEFIT DETERMINATION

Each plan will make its claim payment according to the following order of benefit determination:

1. No Coordination of Benefits Provision
If the Other Plan contains no provisions for coordination of benefits, then its benefits shall be paid before all Other Plan(s).
2. Member/Dependent
The plan which covers the claimant as a member (or named insured) pays as though no Other Plan existed. Remaining *covered expenses* are paid under a plan which covers the claimant as a *dependent*.
3. Dependent Children of Parents not Separated or Divorced
The plan covering the parent whose birthday (month and day) occurs earlier in the year pays first. The plan covering the parent whose birthday falls later in the year pays second. If both parents have the same birthday, the plan that covered a parent longer pays first. A parent's year of birth is not relevant in applying this rule.
4. Dependent Children of Separated or Divorced Parents
When parents are separated or divorced, the birthday rule does not apply, instead:
 - a. If a court decree has given one parent financial responsibility for the child's health care, the plan of that parent pays first. The plan of the stepparent married to that parent, if any, pays second. The plan of the other natural parent pays third. The plan of the spouse of the other natural parent pays fourth.
 - b. In the absence of such a court decree, the plan of the parent with custody pays first. The plan of the stepparent married to the parent with custody, if any, pays second. The plan of the parent without custody pays third. The plan of the spouse of the parent without custody pays fourth.

5. Active/Inactive
The plan covering a person as an active (not laid off or retired) *employee*, or as that person's *dependent* pays first. The plan covering that person as a laid off or retired *employee*, or as that person's *dependent* pays second.
6. Limited Continuation of Coverage
If a person is covered under another group health plan, but is also covered under this *Plan* for continuation of coverage due to the Other Plan's limitation for *pre-existing conditions* or exclusions, the Other Plan shall be primary for all *covered expenses* which are not related to the *pre-existing condition* or exclusions. This *Plan* shall be primary for the *pre-existing condition* only.
7. Longer/Shorter Length of Coverage
If none of the above rules determine the order of benefits, the plan covering a person longer pays first. The plan covering that person for a shorter time pays second.

LIMITATIONS ON PAYMENTS

In no event shall the *covered person* recover under this *Plan* and all Other Plan(s) combined more than the total Allowable Expenses offered by this *Plan* and the Other Plan(s). Nothing contained in this section shall entitle the *covered person* to benefits in excess of the total *maximum benefits* of this *Plan* during the claim determination period. The *covered person* shall refund to the *employer* any excess it may have paid.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

For the purposes of determining the applicability of and implementing the terms of this *Coordination of Benefits* provision, the *Plan* may, without the consent of or notice to any person, release to or obtain from any insurance company or any other organization any information with respect to any *covered person*. Any person claiming benefits under this *Plan* shall furnish to the *employer* such information as may be necessary to implement the *Coordination of Benefits* provision.

FACILITY OF BENEFIT PAYMENT

Whenever payments which should have been made under this *Plan* in accordance with this provision have been made under any Other Plan, the *employer* shall have the right, exercisable alone and in its sole discretion, to pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision. Amounts so paid shall be deemed to be benefits paid under this *Plan* and, to the extent of such payments, the *employer* shall be fully discharged from liability.

SUBROGATION

The **Plan** maintains the right to seek reimbursement on its own behalf: the right of subrogation. The **Plan** also reserves the right to reimbursement upon a **covered person's** (a covered **employee** or a covered dependent) receipt of settlement, judgment, or award: the right of reimbursement. The **Plan** reserves the right of recovery, either by subrogation or reimbursement, for **covered expenses** payable by the **Plan** which are a result of **illness** or **injury**. The **Plan** shall be reimbursed from the first monies recovered as the result of judgment, settlement or otherwise. (This is known as "Pro tanto" subrogation.) This right includes the **Plan's** right to receive reimbursement from uninsured or underinsured motorist coverage and no-fault coverage.

Accepting benefits from this **Plan** automatically assigns to it any rights the **covered person** may have to recover benefits from any party, including an insurer or another group health program. This right of recovery allows the **Plan** to pursue any claim which the **covered person** may have against any party, group health program or insurer, whether or not the **covered person** chooses to pursue that claim. This includes a right to recover from no-fault auto insurance carriers in a situation where no third party may be liable, or from any uninsured or underinsured motorist coverage where the recovery was triggered by the actions of a party which caused or contributed to the payment of benefits under this **Plan**. This also includes a right to recover from amounts the **covered person** received from workers' compensation, whether by judgment or settlement, where the **Plan** has paid benefits prior to a determination that the medical expenses arose out of and in the course of employment. Payment by workers' compensation will be presumed to mean that such a determination has been made.

If a **covered person** is involved in an automobile accident, or suffers an **illness** or **injury** that was due to the action or inaction of any party, the **Plan** may advance payment in order to prevent any financial hardship to the **covered person**. Acceptance of **Plan** benefits acknowledges (1) the obligation of the **covered person** to help the **Plan** to recover benefits it has paid out on behalf of the **covered person**, and (2) to provide the **Plan** with information concerning: any automobile insurance, any other group health program which may be obligated to pay benefits on behalf of the **covered person**, and the insurance of any other party involved. The **covered person** is required to cooperate fully in the **Plan's** exercise of its right to recovery and the **covered person** cannot do anything to prejudice those rights. Such cooperation is required as a condition of receiving benefits under the **Plan**. The **Plan administrator** may refuse to pay benefits, or cease to pay benefits, on behalf of a **covered person** who fails to sign any document deemed by the **Plan administrator** to be relevant to protecting its subrogation rights or fails to provide relevant information when requested. The term information includes any documents, insurance policies, police reports, or any reasonable request by the **claims processor** or **Plan administrator** to enforce the **Plan's** rights.

Whether the **covered person** or the **Plan** makes a claim directly against any party, group health program or insurance company for the benefit payments made on behalf of a **covered person** by the **Plan**, the **Plan** has a lien on any amount the **covered person** recovers or could recover from any party, insurance company, or group health program whether by judgment, settlement, or otherwise, and whether or not designated as payment for medical expenses. This lien shall remain in effect until the **Plan** acknowledges and agrees upon payment to the **Plan** and releases its lien. The lien may not be for an amount greater than the amount of benefits paid under the **Plan**.

The **Plan administrator** has delegated to the **claims processor** the right to perform ministerial functions required to assert the **Plan's** rights; however, the **Plan administrator** shall retain discretionary authority with regard to asserting the **Plan's** right of recovery.

THIS PLAN AND MEDICARE

Individuals who have earned the required number of quarters for Social Security benefits within the specified time frame are eligible for *Medicare* Part A at no cost. Participation in *Medicare* Part B is available to all individuals who make application and pay the full cost of the coverage.

1. When an *employee* becomes entitled to *Medicare* coverage and is still *actively at work*, the *employee* may continue health coverage under this *Plan* at the same level of benefits and contribution rate that applied before reaching *Medicare* entitlement.
2. When a *dependent* becomes entitled to *Medicare* coverage and the *employee* is still *actively at work*, the *dependent* may continue health coverage under this *Plan* at the same level of benefits and contribution rate that applied before reaching *Medicare* entitlement.
3. If the *employee* and/or *dependent* are also enrolled in *Medicare*, this *Plan* shall pay as the primary plan. *Medicare* will pay as secondary plan.
4. If the *employee* and/or *dependent* elect to discontinue health coverage under this *Plan* and enroll under the *Medicare* program, no benefits will be paid under this *Plan*. *Medicare* will be the only payor.
5. When an employee becomes a *retiree*, coverage shall end on the earlier of the dates the *retiree* is eligible for *Medicare* due to age, or the date of entitlement to *Medicare* due to disability. *Medicare* will be the only payor.

This section is subject to the terms of the *Medicare* laws and regulations. Any changes in these related laws and regulations will apply to the provisions of this section.

GENERAL PROVISIONS

ADMINISTRATION OF THE PLAN

The *Plan* is administered through the Human Resources Department of the *employer*. The *employer* is the *Plan administrator*. The *Plan administrator* shall have full charge of the operation and management of the *Plan*. The *employer* has retained the services of an independent *claims processor* experienced in claims review.

The *employer* is the named fiduciary of the *Plan* for all purposes except claim appeals, as specified in *Claim Filing Procedure*. As fiduciary, the *employer* maintains discretionary authority with respect to those responsibilities for which it has been designated named fiduciary, including, but not limited to, interpretation of the terms of the *Plan*, and determining eligibility for and entitlement to *Plan* benefits in accordance with the terms of the *Plan*.

ASSIGNMENT

The *Plan* will pay benefits under this *Plan* to the *employee* unless payment has been assigned to a *hospital, physician*, or other provider of service furnishing the services for which benefits are provided herein. No assignment of benefits shall be binding on the *Plan* unless the *claims processor* is notified in writing of such assignment prior to payment hereunder.

Preferred providers normally bill the *Plan* directly. If services, supplies or treatment has been received from such a provider, benefits are automatically paid to that provider. The *covered person's* portion of the *negotiated rate*, after the *Plan's* payment, will then be billed to the *covered person* by the *preferred provider*.

This *Plan* will pay benefits to the responsible party of an *alternate recipient* as designated in a qualified medical child support order.

BENEFITS NOT TRANSFERABLE

Except as otherwise stated herein, no person other than an eligible *covered person* is entitled to receive benefits under this *Plan*. Such right to benefits is not transferable.

CLERICAL ERROR

No clerical error on the part of the *employer* or *claims processor* shall operate to defeat any of the rights, privileges, services, or benefits of any *employee* or any *dependent(s)* hereunder, nor create or continue coverage which would not otherwise validly become effective or continue in force hereunder. An equitable adjustment of contributions and/or benefits will be made when the error or delay is discovered. However, if more than six (6) months has elapsed prior to discovery of any error, any adjustment of contributions shall be waived. No party shall be liable for the failure of any other party to perform.

CONFORMITY WITH STATUTE(S)

Any provision of the *Plan* which is in conflict with statutes which are applicable to this *Plan* is hereby amended to conform to the minimum requirements of said statute(s).

EFFECTIVE DATE OF THE PLAN

The original *effective date* of this *Plan* was October 1, 1991. The *effective date* of the modifications contained herein is January 1, 2003.

FREE CHOICE OF HOSPITAL AND PHYSICIAN

Nothing contained in this *Plan* shall in any way or manner restrict or interfere with the right of any person entitled to benefits hereunder to select a *hospital* or to make a free choice of the attending *physician* or *professional provider*. However, benefits will be paid in accordance with the provisions of this *Plan*, and the *covered person* will have higher out-of-pocket expenses if the *covered person* uses the services of a *nonpreferred provider*.

INCAPACITY

If, in the opinion of the *employer*, a *covered person* for whom a claim has been made is incapable of furnishing a valid receipt of payment due him and in the absence of written evidence to the *Plan* of the qualification of a guardian or personal representative for his estate, the *employer* may on behalf of the *Plan*, at his discretion, make any and all such payments to the provider of services or other person providing for the care and support of such person. Any payment so made will constitute a complete discharge of the *Plan's* obligation to the extent of such payment.

INCONTESTABILITY

All statements made by the *employer* or by the *employee* covered under this *Plan* shall be deemed representations and not warranties. Such statements shall not void or reduce the benefits under this *Plan* or be used in defense to a claim unless they are contained in writing and signed by the *employer* or by the *covered person*, as the case may be. A statement made shall not be used in any legal contest unless a copy of the instrument containing the statement is or has been furnished to the other party to such a contest.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on the benefits from the *Plan* prior to the expiration of sixty (60) days after all information on a claim for benefits has been filed and the appeal process has been completed in accordance with the requirements of the *Plan*. No such action shall be brought after the expiration of two (2) years from the date the expense was *incurred*, or one (1) year from the date a completed claim was filed, whichever occurs first.

LIMITS ON LIABILITY

Liability hereunder is limited to the services and benefits specified, and the *employer* shall not be liable for any obligation of the *covered person incurred* in excess thereof. The *employer* shall not be liable for the negligence, wrongful act, or omission of any *physician, professional provider, hospital*, or other institution, or their employees, or any other person. The liability of the *Plan* shall be limited to the reasonable cost of *covered expenses* and shall not include any liability for suffering or general damages.

LOST DISTRIBUTEES

Any benefit payable hereunder shall be deemed forfeited if the ***Plan administrator*** is unable to locate the ***covered person*** to whom payment is due, provided, however, that such benefits shall be reinstated if a claim is made by the ***covered person*** for the forfeited benefits within the time prescribed in *Claim Filing Procedure*.

MEDICAID ELIGIBILITY AND ASSIGNMENT OF RIGHTS

The ***Plan*** will not take into account whether an individual is eligible for, or is currently receiving, medical assistance under a State plan for medical assistance as provided under Title XIX of the Social Security Act ("State Medicaid Plan") either in enrolling that individual as a ***covered person*** or in determining or making any payment of benefits to that individual. The ***Plan*** will pay benefits with respect to such individual in accordance with any assignment of rights made by or on behalf of such individual as required under a State Medicaid plan pursuant to § 1912(a)(1)(A) of the Social Security Act. To the extent payment has been made to such individual under a State Medicaid Plan and this ***Plan*** has a legal liability to make payments for the same services, supplies or treatment, payment under the ***Plan*** will be made in accordance with any State law which provides that the State has acquired the rights with respect to such individual to payment for such services, supplies or treatment under the ***Plan***.

MISREPRESENTATION

If the ***covered person*** or anyone acting on behalf of a ***covered person*** makes a false statement on the application for enrollment, or withholds information with intent to deceive or affect the acceptance of the enrollment application or the risks assumed by the ***Plan***, or otherwise misleads the ***Plan***, the ***Plan*** shall be entitled to recover its damages, including legal fees, from the ***covered person***, or from any other person responsible for misleading the ***Plan***, and from the person for whom the benefits were provided. Any material misrepresentation on the part of the ***covered person*** in making application for coverage, or any application for reclassification thereof, or for service thereunder shall render the coverage under this ***Plan*** null and void.

PHYSICAL EXAMINATIONS REQUIRED BY THE PLAN

The ***Plan***, at its own expense, shall have the right to require an examination of a person covered under this ***Plan*** when and as often as it may reasonably require during the pendency of a claim.

PLAN IS NOT A CONTRACT

The ***Plan*** shall not be deemed to constitute a contract between the ***employer*** and any ***employee*** or to be a consideration for, or an inducement or condition of, the employment of any ***employee***. Nothing in the ***Plan*** shall be deemed to give any ***employee*** the right to be retained in the service of the ***employer*** or to interfere with the right of the ***employer*** to terminate the employment of any ***employee*** at any time.

PLAN MODIFICATION AND AMENDMENT

The ***employer*** may modify or amend the ***Plan*** from time to time at its sole discretion, and such amendments or modifications which affect ***covered persons*** will be communicated to the ***covered persons***. Any such amendments shall be in writing, setting forth the modified provisions of the ***Plan***, the ***effective date*** of the modifications, and shall be signed by the ***employer's*** designee.

Such modification or amendment shall be duly incorporated in writing into the master copy of the ***Plan*** on file with the ***employer***, or a written copy thereof shall be deposited with such master copy of the ***Plan***. Appropriate filing

and reporting of any such modification or amendment with governmental authorities and to *covered persons* shall be timely made by the *employer*.

PLAN TERMINATION

The *employer* reserves the right to terminate the *Plan* at any time. Upon termination, the rights of the *covered persons* to benefits are limited to claims *incurred* up to the date of termination. Any termination of the *Plan* will be communicated to the *covered persons*.

Upon termination of this *Plan*, all claims *incurred* prior to termination, but not submitted to either the *employer* or *claims processor* within three (3) months of the *effective date* of termination of this *Plan*, will be excluded from any benefit consideration.

PRONOUNS

All personal pronouns used in this *Plan* shall include either gender unless the context clearly indicates to the contrary.

RECOVERY FOR OVERPAYMENT

Whenever payments have been made from the *Plan* in excess of the maximum amount of payment necessary, the *Plan* will have the right to recover these excess payments. If the company makes any payment that, according to the terms of the *Plan*, should not have been made, the *Plan* may recover that incorrect payment, whether or not it was made due to the Company's own error, from the person or entity to whom it was made or from any other appropriate party.

STATUS CHANGE

If an *employee* or *dependent* has a status change while covered under this *Plan* (i.e. *dependent* to *employee*, COBRA to Active) and no interruption in coverage has occurred, the *Plan* will provide continuance of coverage with respect to any *pre-existing condition* limitation, deductible(s), *coinsurance* and *maximum benefit*.

TIME EFFECTIVE

The effective time with respect to any dates used in the *Plan* shall be 12:00 a.m. (midnight) as may be legally in effect at the address of the *Plan administrator*.

WORKERS' COMPENSATION NOT AFFECTED

This *Plan* is not in lieu of, and does not affect any requirement for, coverage by Workers' Compensation Insurance.

HIPAA PRIVACY STATEMENT

(Effective April 14, 2004)

The City of Pascagoula Employee Health Care Plan (hereinafter “GHP” or “Plan”) shall be administered in compliance with the requirements of § 164.504(f) of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. parts 160 through 164 (the regulations are referred to herein as the “HIPAAA Privacy Rule” and § 164.504(f) is referred to as “the “504” provisions”) by establishing the extent to which the Plan sponsor will receive, use and/or disclose Protected Health Information. Accordingly, the following provisions shall apply:

I. GHP’s Designation of Person/Entity to Act on its Behalf

The Plan has determined that it is a group health plan within the meaning of the HIPAA Privacy Rule, and the Plan designates its compliance officer to take all actions required to be taken by the GHP in connection with the HIPAA Privacy Rule (e.g., entering into business associate contracts; accepting certification from the Plan sponsor).

II. Definitions

All terms defined in the HIPAA Privacy Rule, shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth in this Amendment.

- A. **Plan** (also referred to as “GHP”) means the City of Pascagoula Employee Health Care Plan.
- B. **Plan Documents** means the GHP’s governing documents and instruments (i.e. the documents under which the GHP was established and is maintained), including but not limited to the City of Pascagoula Employee Health Care Plan Document.
- C. **Plan Sponsor** means “plan sponsor” as defined at section 3(16) (B) of ERISA, 29 U.S.C. § 1002(16) (B). The Plan Sponsor is the City of Pascagoula.

III. The GHP’s disclosure of Protected Health Information to the Plan Sponsor – Required Certification of Compliance by Plan Sponsor.

- A. Except as provided below with respect to the GHP’s disclosure of summary health information, the GHP will (a) disclose Protected Health Information to the Plan sponsor or (b) provide for or permit the disclosure of Protected Health Information to the Plan sponsor by a health insurance issuer or HMO with respect to the GHP, only if the GHP has received a certification (signed on behalf of the Plan sponsor) that:
 - 1. the Plan Documents have been amended to establish the permitted and required uses and disclosures of such information by the Plan sponsor, consistent with the “504” provisions;
 - 2. the Plan Documents have been amended to incorporate the Plan provisions set forth
 - 3. the Plan Sponsor agrees to comply with the Plan provisions

IV. Permitted disclosure of individuals’ Protected Health Information to the Plan Sponsor

- A. The GHP (and any business associate acting on behalf of the GHP), or any health insurance issuer of HMO servicing the GHP will disclose individuals’ Protected Health Information to the Plan

Sponsor only to permit the Plan Sponsor to carry out plan administration functions. Such disclosure will be consistent with the provisions of this Amendment.

- B.** All disclosures of the Protected Health Information of the GHP's individuals by the GHP's business associate, health insurance issuer, or HMO to the Plan Sponsor will comply with the restrictions and requirements set forth in this Amendment and in the "504" provisions.
- C.** The GHP (and any business associate acting on behalf of the GHP), may not, and may not permit a health insurance issuer or HMO, to disclose individuals' Protected Health Information to the Plan sponsor for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- D.** The Plan Sponsor will not use or further disclose individuals' Protected Health Information other than as described in the Plan Documents and permitted by the "504" provisions.
- E.** The Plan Sponsor will ensure that any agent(s), including a subcontractor, to who it provides individuals' Protected Health Information received from the GHP (or from the GHP's health insurance issuer or HMO), agrees to the save restrictions and conditions that apply to the Plan sponsor with respect to such Protected Health Information.
- F.** The Plan Sponsor will not use or disclose individuals' Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- G.** The Plan Sponsor will report to the GHP any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, of which the Plan Sponsor becomes aware.

V. Disclosure of individuals' Protected Health Information – Disclosure by the Plan Sponsor

- A.** The Plan Sponsor will make the Protected Health Information of the individual who is the subject of the Protected Health Information available to such individual in accordance with 45 C.F.R. § 164.524.
- B.** The Plan Sponsor will make individuals' Protected Health Information available for amendment and incorporate any amendments to individuals' Protected Health Information in accordance with 45 C.F.R. § 164.526.
- C.** The Plan Sponsor will make and maintain an accounting so that it can make available those disclosures of individuals' Protected Health Information that it must account for in accordance with 45 C.F.R. § 164.528.
- D.** The Plan Sponsor will make its internal practices, books and records relating to the use and disclosure of individuals' Protected Health Information received from the GHP available to the U.S. Department of Health and Human Services for purposes of determining compliance by the GHP with the HIPAA Privacy Rule.
- E.** The Plan Sponsor will, if feasible, return or destroy all individuals' Protected Health Information received from the GHP (or a health insurance issuer or HMO with respect to the GHP) that the Plan sponsor still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Plan sponsor will not retain copies of such Protected Health Information after such information is no longer needed for the Purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Plan sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- F. The Plan Sponsor will ensure that the required adequate separation, described in paragraph VII below, is established and maintained.

VI. Disclosures of Summary Health Information and Enrollment and Disenrollment Information to the Plan Sponsor

- A. The GHP, or a health insurance issuer or HMO with respect to the GHP, may disclose summary health information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions, if the Plan Sponsor requests the summary health information for the purpose of:
 - 1. Obtaining premium bids from health plans for providing health insurance coverage under the GHP; or
 - 2. Modifying, amending, or terminating the GHP.
- B. The GHP, or a health insurance issuer or HMO with respect to the GHP, may disclose enrollment and disenrollment information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions.

VII. Required separation between the GHP and the Plan Sponsor

- A. In accordance with the "504" provisions, this section describes the employees or classes of employees or workforce members under the control of the Plan Sponsor who may be given access to individuals' Protected Health Information received from the GHP or from a health insurance issuer or HMO servicing the GHP. (Classes may include, for example: Analyst/Administrators; Service Personnel; information Technology Personnel; Clerical Personnel; Supervisors/Managers; Quality Assurance Unit)
 - 1. **Human Resources Director**
 - 3. **Human Resources Generalist**
 - 4. **Human Resources Assistant**
- B. This list reflects the employees, classes of employees, or other workforce members of the Plan sponsor who receive individuals' Protected Health Information relating to payment under, health care operations of, or other matters pertaining to plan administration functions that the Plan sponsor provides for the GHP. These individuals will have access to individuals' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Plan Sponsor) for any use or disclosure of individuals' Protected Health Information in violation of, or noncompliance with, the provisions of this Amendment.
- C. The Plan Sponsor will promptly report any such breach, violation, or noncompliance to the GHP and will cooperate with the GHP to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.

DEFINITIONS

Certain words and terms used herein shall be defined as follows and are shown in ***bold and italics*** throughout the document:

Alternate Recipient

Any child of an ***employee*** or their spouse who is recognized in a Qualified Medical Child Support Order (QMCSO) which has been issued by any court judgment, decree, or order as being entitled to enrollment for coverage under this ***Plan***.

Ambulatory Surgical Facility

A ***facility*** provider with an organized staff of ***physicians*** which has been approved by the Joint Commission on the Accreditation of Healthcare Organizations, or by the Accreditation Association for Ambulatory Health, Inc. or by the ***Plan***, which:

1. Has permanent facilities and equipment for the purpose of performing surgical procedures on an ***outpatient*** basis;
2. Provides treatment by or under the supervision of ***physicians*** and nursing services whenever the ***covered person*** is in the ***ambulatory surgical facility***;
3. Does not provide ***inpatient*** accommodations; and
4. Is not, other than incidentally, a facility used as an office or clinic for the private practice of a ***physician***.

Authorized Representative

An individual who the ***covered person*** has authorized (in writing) to represent or act on their behalf with regards to a claim. An assignment of benefits does not constitute a written authorization for a provider to act as an ***authorized representative*** of a ***covered person***.

Chemical Dependency

A physiological or psychological dependency, or both, on a controlled substance and/or alcoholic beverages. It is characterized by a frequent or intense pattern of pathological use to the extent the user exhibits a loss of self-control over the amount and circumstances of use; develops symptoms of tolerance or physiological and/or psychological withdrawal if the use of the controlled substance or alcoholic beverage is reduced or discontinued; and the user's health is substantially impaired or endangered or his social or economic function is substantially disrupted. Diagnosis of these conditions will be determined based on standard DSM-III-R (diagnostic and statistical manual of mental disorders) criteria.

Chiropractic Care

Services as provided by a licensed Chiropractor, M.D., or D.O. for manipulation or manual modalities in the treatment of the spinal column, neck, extremities or other joints, other than for a fracture or surgery.

Claims Processor

The company contracted by the ***employer*** which is responsible for the processing of claims for benefits under the terms of the ***Plan*** and other ministerial services deemed necessary for the operation of the ***Plan*** as delegated by the ***employer***.

Close Relative

The ***employee's*** spouse, children, brothers, sisters, or parents; or the children, brothers, sisters or parents of the ***employee's*** spouse.

Coinsurance

The benefit percentage of ***covered expenses*** payable by the ***Plan*** for benefits that are provided under the ***Plan***. The ***coinsurance*** is applied to ***covered expenses*** after the deductible(s) have been met, if applicable.

Complications of Pregnancy

A disease, disorder or condition which is diagnosed as distinct from ***pregnancy***, but is adversely affected by or caused by ***pregnancy***. Some examples are:

1. Intra-abdominal surgery (but not elective Cesarean Section).
2. Ectopic ***pregnancy***.
3. Toxemia with convulsions (Eclampsia).
4. Pernicious vomiting (hyperemesis gravidarum).
5. Nephrosis.
6. Cardiac Decompensation.
7. Missed Abortion.
8. Miscarriage.

These conditions are not included: false labor; occasional spotting; rest during ***pregnancy*** even if prescribed by a ***physician***; morning sickness; or like conditions that are not medically termed as ***complications of pregnancy***.

Concurrent Review

A review by the ***Utilization Review Organization*** which occurs during the ***covered person's hospital confinement*** to determine if continued ***inpatient*** care is ***medically necessary***.

Confinement

A continuous stay in a ***hospital, treatment center, extended care facility, or hospice*** due to an ***illness*** or ***injury*** diagnosed by a ***physician***. Later stays shall be deemed part of the original ***confinement*** unless there was either complete recovery during the interim from the ***illness*** or ***injury*** causing the initial stay, or unless the latter stay results from a cause or causes unrelated to the ***illness*** or ***injury*** causing the initial stay.

Copay

A cost sharing arrangement whereby a ***covered person*** pays a set amount to a provider for a specific service at the time the service is provided.

Cosmetic Surgery

Surgery for the restoration, repair, or reconstruction of body structures directed toward altering appearance.

Covered Expenses

Medically necessary services, supplies or treatments that are recommended or provided by a ***physician, professional provider*** or covered ***facility*** for the treatment of an ***illness*** or ***injury*** and that are not specifically excluded from coverage herein.

Covered Person

A person who is eligible for coverage under this ***Plan***, or becomes eligible at a later date, and for whom the coverage provided by this ***Plan*** is in effect.

Custodial Care

Care provided primarily for maintenance of the ***covered person*** or which is designed essentially to assist the ***covered person*** in meeting his activities of daily living and which is not primarily provided for its therapeutic value in the treatment of an ***illness*** or ***injury***. ***Custodial care*** includes, but is not limited to: help in walking, bathing, dressing, feeding, preparation of special diets and supervision over self-administration of medications. Such services shall be considered ***custodial care*** without regard to the provider by whom or by which they are prescribed, recommended or performed.

Room and board and skilled nursing services are not, however, considered ***custodial care*** (1) if provided during ***confinement*** in an institution for which coverage is available under this ***Plan***, and (2) if combined with other necessary therapeutic services, under accepted medical standards, which can reasonably be expected to substantially improve the ***covered person's*** medical condition.

Customary and Reasonable Amount

The fee assessed by a provider of service for services, supplies or treatment which shall not exceed the general level of charges made by others rendering or furnishing such services, supplies or treatment within the area where the charge is ***incurred*** and is comparable in severity and nature to the ***illness*** or ***injury***. Due consideration shall be given to any medical complications or unusual circumstances which require additional time, skill or experience. The ***customary and reasonable amount*** is determined from a statistical review and analysis of the charges for a given procedure in a given area. The term "area" as it would apply to any particular service, supply or treatment means a county or such greater area as is necessary to obtain a representative cross-section of the level of charges.

Dependents

For a complete definition of ***dependent***, refer to *Eligibility, Dependent Eligibility*.

Durable Medical Equipment

Medical equipment which:

1. Can withstand repeated use;
2. Is primarily and customarily used to serve a medical purpose;
3. Is generally not used in the absence of an *illness* or *injury*;
4. Is appropriate for use in the home.

All provisions of this definition must be met before an item can be considered ***durable medical equipment***. ***Durable medical equipment*** includes, but is not limited to: crutches, wheel chairs, ***hospital*** beds, etc.

Effective Date

The date of this ***Plan*** or the date on which the ***covered person's*** coverage commences, whichever occurs later.

Emergency

The sudden onset of an ***illness*** or ***injury*** where the symptoms are of such severity that the absence of immediate medical attention could reasonably result in:

1. Placing the ***covered person's*** life in jeopardy, or
2. Causing other serious medical consequences, or
3. Causing serious impairment to bodily functions, or
4. Causing serious dysfunction of any bodily organ or part.

Employee

A person directly involved in the regular business of and compensated for services by the ***employer***, who is regularly scheduled to work not less than forty (40) hours per work week on a ***full-time*** status basis. This definition includes the members of the City Council and positions of Mayor, City Judge, and City Prosecutor.

Employer

The ***employer*** is the City of Pascagoula.

Experimental/Investigational

Services, supplies, and treatment which does not constitute accepted medical practice properly within the range of appropriate medical practice under the standards of the case and by the standards of a reasonably substantial, qualified, responsible, relevant segment of the medical community or government oversight agencies at the time services were rendered.

The ***claims processor***, Named Fiduciary, ***Plan administrator*** or their designee must make an independent evaluation of the experimental/non-experimental standings of specific technologies. The ***claims processor***, Named Fiduciary, ***Plan administrator*** or their designee shall be guided by a reasonable interpretation of ***Plan*** provisions and information provided by qualified independent vendors who have also reviewed the information provided. The

decisions shall be made in good faith and rendered following a factual background investigation of the claim and the proposed treatment. The *claims processor*, Named Fiduciary, *Plan administrator* or their designee will be guided by the following principles:

1. If the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished; or
2. If the drug, device, medical treatment or procedure, or the *covered person* informed consent document utilized with the drug, device, treatment or procedure, was reviewed and approved by the treating facility's institutional review board or other body serving a similar function, or if federal law requires such review or approval; or
3. If "reliable evidence" shows that the drug, device, medical treatment or procedure is the subject of on-going phase I or phase II clinical trials, is in the research, experimental, study or investigational arm of on-going phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety its efficacy as compared with a standard means of treatment or diagnosis; or
4. If "reliable evidence" shows that prevailing opinion among experts regarding the drug, device, medical treatment or procedure is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, or its efficacy as compared with standard means of treatment or diagnosis.

"Reliable evidence" shall mean only published reports and articles in the authoritative medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure; or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure.

Extended Care Facility

An institution, or distinct part thereof, operated pursuant to law and one which meets all of the following conditions:

1. It is licensed to provide, and is engaged in providing, on an *inpatient* basis, for persons convalescing from *illness* or *injury*, professional nursing services, and physical restoration services to assist *covered persons* to reach a degree of body functioning to permit self-care in essential daily living activities. Such services must be rendered by a Registered Nurse or by a Licensed Practical Nurse under the direction of a registered nurse.
2. Its services are provided for compensation from its *covered persons* and under the full-time supervision of a *physician* or Registered Nurse.
3. It provides twenty-four (24) hour-a-day nursing services.
4. It maintains a complete medical record on each *covered person*.
5. It is not, other than incidentally, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics, a place for custodial or educational care, or a place for the care of *mental and nervous disorders*.

6. It is approved and licensed by **Medicare**.
This term shall also apply to expenses **incurred** in an institution referring to itself as a skilled nursing facility, convalescent nursing facility, or any such other similar designation.

Facility

A healthcare institution which meets all applicable state or local licensure requirements, such as a freestanding dialysis **facility**, a lithotripter center or an outpatient imaging center.

Full-time Employee's regularly scheduled work not less than forty (40) hours per work week. The term full-time employee does not include, for purposes of this plan, a temporary employee.

Generic Drug

A prescription drug that is generally equivalent to a higher-priced brand name drug with the same use and metabolic disintegration. The drug must meet all Federal Drug Administration (FDA) bioavailability standards and be dispensed according to the professional standards of a licensed pharmacist or **physician** and must be clearly designated by the pharmacist or **physician** as generic.

Home Health Aide Services

Those services which may be provided by a person, other than a Registered Nurse, which are **medically necessary** for the proper care and treatment of a person.

Home Health Care Agency

An agency or organization which meets fully every one of the following requirements:

1. It is primarily engaged in and duly licensed, if licensing is required, by the appropriate licensing authority, to provide skilled nursing and other therapeutic services.
2. It has a policy established by a professional group associated with the agency or organization to govern the services provided. This professional group must include at least one **physician** and at least one Registered Nurse. It must provide for full-time supervision of such services by a **physician** or Registered Nurse.
3. It maintains a complete medical record on each **covered person**.
4. It has a full-time administrator.
5. It qualifies as a reimbursable service under **Medicare**.

Hospice

An agency that provides counseling and medical services and may provide ***room and board*** to a terminally ill ***covered person*** and which meets all of the following tests:

1. It has obtained any required state or governmental Certificate of Need approval.
2. It provides service twenty-four (24) hours-per-day, seven (7) days a week.
3. It is under the direct supervision of a ***physician***.
4. It has a Nurse coordinator who is a Registered Nurse.
5. It has a social service coordinator who is licensed.
6. It is an agency that has as its primary purpose the provision of ***hospice*** services.
7. It has a full-time administrator.
8. It maintains written records of services provided to the ***covered person***.
9. It is licensed, if licensing is required.

Hospital

An institution which meets the following conditions:

1. It is licensed and operated in accordance with the laws of the jurisdiction in which it is located which pertain to ***hospitals***.
2. It is engaged primarily in providing medical care and treatment to ***ill*** and ***injured*** persons on an ***inpatient*** basis at the ***covered person's*** expense.
3. It maintains on its premises all the facilities necessary to provide for the diagnosis and medical and surgical treatment of an ***illness*** or ***injury***; and such treatment is provided by or under the supervision of a ***physician*** with continuous twenty-four (24) hour nursing services by or under the supervision of Registered Nurses.
4. It qualifies as a ***hospital*** and is accredited by the Joint Commission on the Accreditation of Healthcare Organizations.
5. It must be approved by ***Medicare***.

Under no circumstances will a ***hospital*** be, other than incidentally, a place for rest, a place for the aged, or a nursing home.

Hospital shall include a facility designed exclusively for rehabilitative services where the ***covered person*** received treatment as a result of an ***illness*** or ***injury***.

The term **hospital**, when used in conjunction with **inpatient confinement** for mental and nervous conditions or **chemical dependency**, will be deemed to include an institution which is licensed as a mental **hospital** or **chemical dependency** rehabilitation and/or detoxification **facility** by the regulatory authority having responsibility for such licensing under the laws of the jurisdiction in which it is located.

Illness

A bodily disorder, disease, or physical sickness. **Pregnancy** of a covered **employee** or their covered spouse shall be considered an **illness**.

Incurred or Incurred Date

With respect to a **covered expense**, the date the services, supplies or treatment are provided.

Injury

A physical harm or disability which is the result of a specific incident caused by external means. The physical harm or disability must have occurred at an identifiable time and place. **Injury** does not include **illness** or infection of a cut or wound.

Inpatient

A **confinement** of a **covered person** in a **hospital, hospice, or extended care facility** as a registered bed patient, for eighteen (18) or more consecutive hours and for whom charges are made for **room and board**.

Intensive Care

A service, which is reserved for critically and seriously ill **covered persons** requiring constant audio-visual surveillance, which is prescribed by the attending **physician**.

Intensive Care Unit

A separate, clearly designated service area, which is maintained within a **hospital** solely for the provision of **intensive care**. It must meet the following conditions:

1. Facilities for special nursing care not available in regular rooms and wards of the **hospital**;
2. Special life saving equipment that is immediately available at all times;
3. At least two beds for the accommodation of the critically ill; and
4. At least one Registered Nurse in continuous and constant attendance twenty-four (24) hours-per-day.

This term does not include care in a surgical recovery room.

Leave of Absence

A period of time during which the **employee** does not work, but which is of stated duration after which time the **employee** is expected to return to active work.

Maximum Benefit

Any one of the following, or any combination of the following:

1. The maximum amount paid by this ***Plan*** for any one ***covered person*** for a particular ***covered expense*** during a specified period of time, such as a calendar year.
2. The maximum number the ***Plan*** acknowledges as a ***covered expense***. The maximum number relates to the number of:
 - a. Treatments during a specified period of time, or
 - b. Days of ***confinement***, or
 - c. Visits by a ***home health care agency***.

Medically Necessary (Medical Necessity)

Service, supply or treatment which, as determined by the ***claims processor***, Named Fiduciary, ***employer/Plan administrator*** or their designee, to be:

1. Appropriate and consistent with the symptoms and provided for the diagnosis or treatment of the ***covered person's illness*** or ***injury*** and which could not have been omitted without adversely affecting the ***covered person's*** condition or the quality of the care rendered;
2. Supplied or performed in accordance with current standards of good medical practice within the United States; and
3. Not primarily for the convenience of the ***covered person*** or the ***covered person's*** family or ***professional provider***; and
4. Is an appropriate supply or level of service that safely can be provided; and
5. It is recommended or approved by the attending ***professional provider***.

The fact that a ***professional provider*** may prescribe, order, recommend, perform, or approve a service, supply or treatment does not, in and of itself, make the service, supply, or treatment ***medically necessary***. In making the determination of whether a service or supply was ***medically necessary***, the ***claims processor***, ***employer/Plan administrator***, or its designee, may request and rely upon the opinion of a ***physician*** or ***physicians***. The determination of the ***claims processor***, ***employer/Plan administrator*** or its designee shall be final and binding.

Medicare

The programs established by Title XVIII known as the Health Insurance for the Aged Act, which includes: Part A, Hospital Benefits For The Aged; Part B, Supplementary Medical Insurance Benefits For The Aged; and Part C, Miscellaneous provisions regarding both programs; and including any subsequent changes or additions to those programs.

Mental and Nervous Disorder

An emotional or mental condition characterized by abnormal functioning of the mind or emotions. Diagnosis and classifications of these conditions will be determined based on standard DSM-III-R (diagnostic and statistical manual of mental disorders) or the current edition of International Classification of Diseases, published by the U.S. Department of Health and Human Services.

Negotiated Rate

The rate the ***preferred providers*** have contracted to accept as payment in full for ***covered expenses*** of the ***Plan***.

Nonpreferred Provider

A ***physician, hospital***, or other health care provider which does not have an agreement in effect with the ***Preferred Provider Organization*** at the time services are rendered.

Nurse

A licensed person holding the degree Registered Nurse (R.N.), Licensed Practical Nurse (L.P.N.) or Licensed Vocational Nurse (L.V.N.) who is practicing within the scope of the license.

Outpatient

A ***covered person*** shall be considered to be an ***outpatient*** if he is treated at:

1. A ***hospital*** as other than an ***inpatient***;
2. A ***physician's*** office, laboratory or x-ray ***facility***; or
3. An ***ambulatory surgical facility***; and

The stay is less than eighteen (18) consecutive hours.

Physician

A Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) who is practicing within the scope of his license.

Placed For Adoption

The date the ***employee*** assumes legal obligation for the total or partial financial support of a child during the adoption process.

Plan

"***Plan***" refers to the benefits and provisions for payment of same as described herein.

Plan Administrator

The ***Plan administrator*** is responsible for the day-to-day functions and management of the ***Plan***. The ***Plan administrator*** is the ***employer***.

Post-service Claim

Post-service claims are those for which services have already been received (any claims other than ***pre-service claims***).

Pre-existing Conditions

An ***illness*** or ***injury*** which existed within six (6) months before the ***covered person's*** enrollment date for coverage under this ***Plan***. An ***illness*** or ***injury*** is considered to have existed when the ***covered person***:

1. Sought or received professional advice for that ***illness*** or ***injury***, or
2. Received medical care or treatment for that ***illness*** or ***injury***, or
3. Received medical supplies, drugs, or medicines for that ***illness*** or ***injury***.

Preferred Provider

A ***physician, hospital*** or other health care ***facility*** who has an agreement in effect with the ***Preferred Provider Organization*** at the time services are rendered. ***Preferred providers*** agree to accept the ***negotiated rate*** as payment in full.

Preferred Provider Organization

An organization who selects and contracts with certain ***hospitals, physicians***, and other health care providers to provide ***covered persons*** services, supplies and treatment at a ***negotiated rate***.

Pregnancy

The physical state which results in childbirth or miscarriage.

Pre-service Claim

A ***pre-service claim*** is a claim for services for which preapproval must be received before services are rendered in order for benefits to be payable under this ***Plan***, such as those services listed in the section ***Utilization Review***. A ***pre-service claim*** is considered to be filed whenever the initial contact or call is made by the ***covered person***, provider or ***authorized representative*** to the ***Utilization Review Organization***, as specified in ***Utilization Review***.

Professional Provider

A person or other entity licensed where required and performing services within the scope of such license. The covered ***professional providers*** are:

Certified Registered Nurse Anesthetist

Chiropractor

Clinical Laboratory

Dentist

Nurse Practitioner (R.N., L.P.N., L.V.N.)

Occupational Therapist

Optometrist

Physical Therapist

Physician (including a Doctor of Osteopathy and Ophthalmologist)

Podiatrist

Psychologist

Respiratory Therapist

Speech Therapist

Retrospective Review

A review by the ***Utilization Review Organization*** after the ***covered person's*** discharge from ***hospital confinement*** to determine if, and to what extent, ***inpatient*** care was ***medically necessary***.

Room and Board

Room and linen service, dietary service, including meals, ***medically necessary*** special diets and nourishments, and general nursing service. ***Room and board*** does not include personal items.

Semiprivate

The daily ***room and board*** charge which a ***facility*** applies to the greatest number of beds in its ***semiprivate*** rooms containing two (2) or more beds.

Treatment Center

1. An institution which does not qualify as a ***hospital***, but which does provide a program of effective medical and therapeutic treatment for ***chemical dependency***, and
2. Where coverage of such treatment is mandated by law, has been licensed and approved by the regulatory authority having responsibility for such licensing and approval under the law, or
3. Where coverage of such treatment is not mandated by law, meets all of the following requirements:
 - a. It is established and operated in accordance with the applicable laws of the jurisdiction in which it is located.
 - b. It provides a program of treatment approved by the ***physician***.
 - c. It has or maintains a written, specific, and detailed regimen requiring full-time residence and full-time participation by the ***covered person***.
 - d. It provides at least the following basic services:
 - (1) ***Room and board***
 - (2) Evaluation and diagnosis
 - (3) Counseling
 - (4) Referral and orientation to specialized community resources.

Utilization Review

A process of evaluating if services, supplies or treatment are ***medically necessary*** to help ensure cost-effective care.

Utilization Review Organization

The individual or organization designated by the ***employer*** for the process of evaluating whether the service, supply, or treatment is ***medically necessary***. The ***Utilization Review Organization*** is American Health Holding.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

Phone: _____

Agenda Topic: Payment of \$3,000.00 for Postage Funds for Direct Debit/Postage on Call Meter Setting Service with Neo-Post

Attach additional information as necessary

Action Requested:

Approve \$3,000.00 for postage funds at City Hall

| | | | | |
|------------------------------|---|--|-------------------|--|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING



AGENDA ITEM REQUEST FORM

Meeting Date: 10/1/2013

Submitting Department or Individual: Community & Economic
Development

Contact Name: Jen Dearman Phone: 228-938-6651

Agenda Topic: Amendment to Hospital Road Improvements Project Consultant Agreement

Attach additional information as necessary

Action Requested:

Authorize City Manager to sign Amendment No. 1 to the Hospital Road Improvements Project professional services agreement with Brown, Mitchell, and Alexander, Inc. This amendment adds services required for a Cultural Resources Survey and removes the Right of Way Acquisition Services which are proposed in a separate Right of Way MDOT contract. The amendment results in a contract amount reduction of \$55,500.

| | | | | |
|---------------------------------------|---|-----------------------------|---|--------------|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding <input checked="" type="checkbox"/> | General Fund |
| Contract Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant |
| | | | <input type="checkbox"/> | Other |

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CITY COUNCIL MEETING**

AMENDMENT NO. 1

To the Standard Form of Agreement for Design Services

between

City of Pascagoula, Mississippi
&
Brown, Mitchell & Alexander, Inc.

Hospital Road Improvements Project

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 6th day of November, 2012, between the City of Pascagoula (Owner) and Brown, Mitchell & Alexander, Inc. (Engineer), providing for Professional Engineering Services relative to the design and construction of improvements to Hospital Road. The scope of the Agreement is amended or supplemented as indicated below:

1. Exhibit A, PART 2 – ADDITIONAL SERVICES
A2.01.22.g – *Right-of-Way Acquisition Negotiations*
Delete *Right-of-Way Acquisition Negotiation* services from the contract in its entirety

Add A2.01.22.h – *Cultural Resources Survey Services* to the contract under Exhibit A, PART 2 – ADDITIONAL SERVICES.
2. EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER
C4.02.7; *Right-of-Way Acquisition Negotiations*
Due to these services being deleted from the contract in their entirety, deduct an amount equal to \$2,300 per parcel from the contract (assuming 25 parcels) for a total contract deduction of **\$57,500.00**.

Add C4.02.9; *Cultural Resources Survey Services* to the contract under EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER for a **lump sum amount equal to \$2,000.00** for these additional services.

Total revised contract amount due to above deduction and addition is **\$198,600.00** including Basic Services and all Additional Services.

This AMENDMENT 1 is hereby made a part of and incorporated into the original Agreement, dated November 6, 2012, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this ____ day of _____, 2013.

OWNER:
City of Pascagoula

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Joseph Huffman
City Manager

Dax Alexander

Dax Alexander, P.E.
President

Address for giving notice:
603 Watts Avenue
Pascagoula, MS 39567

521 34th Street
Gulfport, MS 39507



AGENDA ITEM REQUEST FORM

Meeting Date: 10/01/2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Beachfront Promeade CDBG-EDI Request Release of Funds

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute Request Release of Funds for the Community Development Block Grant (CDBG) - Economic Development Initiative Grant. The grant amount is \$500,000.

| | | | | |
|---------------------------------------|---|--|-------------------|---|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | | <input checked="" type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

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Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

| | | |
|---|---|---|
| 1. Program Title(s) CDBG - EDI Special Projects | 2. HUD/State Identification Number B-10-SP-MS0129 | 3. Recipient Identification Number (optional) |
| 4. OMB Catalog Number(s) CDFA No. 14.251 | 5. Name and address of responsible entity City of Pascagoula P.O. Drawer 908, Pascagoula, 39568 | |
| 6. For information about this request, contact (name & phone number) Jen Dearman 228-938-6651 | 7. Name and address of recipient (if different than responsible entity) NA | |
| 8. HUD or State Agency and office unit to receive request HUD Community Planning and Development 100 W. Capitol Street, Room 910 Jackson, MS 39269-1096 | | |

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

| | |
|---|--|
| 9. Program Activity(ies)/Project Name(s) EDI Beachfront Promenade | 10. Location (Street address, city, county, State) Beach Boulevard, Pascagoula, MS 39567 |
|---|--|

11. Program Activity/Project Description

Primary purpose of this project is to provide a dedicated area for pedestrians utilizing this corridor. This project will provide a safe area for pedestrians.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Mayor

Date signed

October 1, 2013

X

Address of Certifying Officer

P.O. Drawer 908, Pascagoula, MS 39568

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

NA

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Order clarifying right-of-way limits for Petit Bois Street

Attach additional information as necessary

Action Requested:

Adopt order

| | | | | | |
|---------------------------------------|------------------------------|--|-------------------|--------------------------|--------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

**ORDER CLARIFYING RIGHT-OF-WAY LIMITS FOR
PETIT BOIS STREET, FORMERLY KNOWN AS “PETIT BOIS ROAD”**

WHEREAS, Petit Bois Street, formerly known as “Petit Bois Road”, runs in a northerly direction from its intersection with Bayou Avenue in the City of Pascagoula; and

WHEREAS, a number of concerns have arisen with respect to the extent of the City’s right-of-way for the maintenance and upkeep of Petit Bois Street; and

WHEREAS, the area where Petit Bois Street is located was annexed by the City from the County in 1963 at a time when “Petit Bois Road” was already in existence; and

WHEREAS, due to the disputes arising among surrounding property owners concerning the extent of the City’s right-of-way in this area, the City has retained a surveyor to delineate the northern-most boundary of the City’s right-of-way for Petit Bois Street; and

WHEREAS, City staff have reviewed the survey which was performed by Eric Menhennett, and have determined that there are no records in existence which would support any claim by the City to any point north of the southern boundary of certain property now owned by RTW Properties, LLC, and as described in Deed Book 1682 at Page 129 of the Land Deed Records of Jackson County, Mississippi, as being a portion of Petit Bois Street; and

WHEREAS, the City Council has been advised that the City has no utilities which extend beyond the aforesaid boundary and for which easements should be retained by the City and that the City has not maintained, paved, graded or ditched any property lying north of the aforesaid boundary which appears, on some maps and plats, to be an extension of the aforesaid Petit Bois Street:

IT IS NOW THEREFORE ORDERED AS FOLLOWS:

SECTION 1: That all of the statements in the foregoing preambles are adopted herein as being true and correct.

SECTION 2. That the survey that is attached hereto and incorporated herein as an exhibit as if fully copied in words and figures clearly delineates the northern boundary of Petit Bois Street and its coincidence with the southern boundary of the property owned by RTW Properties, LLC, as per Deed Book 1682 at Page 129 of the Land Deed Records of Jackson County, Mississippi.

SECTION 3. That the City makes no claim to any right-of-way lying north of the aforesaid line and expressly disclaims any responsibility for the maintenance, upkeep, grading or improvement of any portion of the property lying north of the line as delineated on the attached plat prepared by Eric Menhennett at the behest of the City.

SECTION 4. That the City Attorney is authorized and directed to send certified copies of this Order to any and all parties having an interest in the property lying north of the aforesaid line and to cause the same to be filed with the Jackson County Mapping Department for proper notation on the County's tax maps.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Recreation Commission Appointment

Attach additional information as necessary

Action Requested:

Appoint new member of the Recreation Commission. See applications attached.

| | | | | |
|---------------------------------------|------------------------------|--|-------------------|---------------------------------------|
| Budgeted Item | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | Source of Funding | <input type="checkbox"/> General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input type="checkbox"/> Grant |
| | | | | <input type="checkbox"/> Other |

For grants and contracts, attach two (2) originals for Mayor or Manager's signature

For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

My name is Lindsay Cox, and I am interested in serving on the Board of Recreation for the City of Pascagoula. I have lived in Pascagoula for 28 years, and participated in many city programs from childhood through my youth. I have two small children, Hayden 7, and Madyson, 6. Both attend school in Pascagoula, and both have participated in city programs. For the past 3 seasons, we have participated in Dixie Youth Baseball, and have been very impressed with the program. I would like the opportunity to help in developing ideas and placement of our recreational programs, so that we as a community, can make these programs the best they can possibly be for our children and the future citizens of our community. I have a daughter who suffers from ASD, autistic spectrum disorder, and SID, sensory integration disorder. Our community is lacking programs for special needs children. Not only do I want to see, our recreations succeed, I would like to see new programs geared towards our disabled children. If chosen, I would like to share my values and ideas on how we can improve our city and offer new programs to children who otherwise wouldn't be able to participate. As a lifelong resident of Pascagoula, I believe that my strong work ethic and my knowledge of our community would be a great asset to this board. Thank you for this opportunity.

Lindsay M. Cox

1506 Cherubusco St.
Pascagoula Ms, 39567
Lindsay.cox@srfcu.org
lindsayfulton@hotmail.com
228-249-4570

Education:

Pascagoula High School: 1999-2003

Mississippi Gulf Coast Community College: 2003(Summer)

Mississippi State University: 2003-2005

East Mississippi Community College: 2005(Summer)

Employment History:

City of Pascagoula Parks & Recreation Department: 2004(Summer)

-Camp Advisor: My job consisted of supervision of children between the ages of 5-13.

City of Pascagoula Parks & Recreation Department: 2005(Summer)

-Camp Advisor: My job consisted of supervision of children between the ages of 5-13.

Dr. Daniel J. Enger: 2005-2007

-Orthodontic Assistant: My job consisted of performing X-rays, orthodontic models, treating patients, answering phones, scheduling appointments, filing.

Dogan & Wilkinson, PLLC: 2007-2008

-Receptionist/Assistant: My job consisted of answering phones, typing legal documents, filing, scheduling appointments.

Singing River Federal Credit Union: 2008-Present

-Teller (2008-2009): My job consisted of conducting service for our members through deposits, withdrawals, payments, answering questions, transfers, etc.

-Vault Teller (2008-2009): My job consisted of ordering/tracking/balancing of all cash in and out of credit union vault/ logging balances in and out on spreadsheet.

-Loan Processor (2009- present): My job consists of processing loan applications, preparing loan documents for closings, taking applications, responsible for preparation of all indirect lending documents and applications, filing, monthly audit reports, spreadsheets. I also process and fund indirect loans through DILLS that come from our many dealers. I also am the VISA processor for our credit card holders, which means I perform any and all duties pertaining to the maintenance of our visa accounts, including adding new accounts and issuing new cards. In the event a lending consultant/financial services representative is out of the office, I fill in and take applications from members, submit applications to underwriting, talk to the members about what it really is they are wanting and needing while at the same time trying to put them in an excellent place financially.

-Underwriter/Loan Specialist II (2012- present): My job consists of reviewing every aspect of a loan application such as employment history, residency, income, credit score, debt load, etc to determine whether the application should be approved.

Special Skills:

- Computer literate, Microsoft Word, Excel, etc.
- fast learner, highly motivated, outgoing personality
- strong work ethic
- Visa management using CM 2.0 under Fiserv network

*My goal above all else, is to provide the best member/customer service possible to the community, as well as listening to what people really need.

To: Pascagoula Recreation Commission and City Council

Re: Recreation Commission Vacancy

My name is Allen Scarborough and I have been a resident of Pascagoula for more than 16 years. I have two sons ages 15 and 9 and have been very active in Pascagoula Youth Sports programs. I have been married for 17 years and am currently employed by Ingalls Shipbuilding.

I have always had a passion for sports and as a youth of the community I played in the City League sports programs in basketball, baseball, and football. When my oldest son turned 4, I began coaching soccer and have continued my coaching career by coaching in soccer, baseball, and football and am currently still coaching in both baseball and football. I have coached and managed several all-star teams here in Pascagoula and I have served on the Board of Pascagoula Youth Baseball for 4 years as the Equipment Manager and plan on serving again in 2014. I have been certified by NYSCA for many years and have taken the Simply the Best Baseball certification in the past.

As both a father and coach I have a very special interest in serving on the Pascagoula Recreation Commission and be a part of moving the youth sports programs in Pascagoula forward. I also have interest in other activities such as water recreation. I would like to be a part of seeing Pascagoula move in a positive direction and continue to provide a safe and fun environment for the entire family.

I would appreciate your consideration in appointing me to the Recreation Commission. Should you need additional information from me or would like to discuss anything please let me know. I can be reached at 228-218-6857.



Allen Scarborough

Should you need any referances please contact any one or all of the following:

| | | |
|----------------|-------------------------------------|--------------|
| Eric Hartman | President Pascagoula Youth Baseball | 228-217-1909 |
| Ryan Schnoor | Pascagoula Youth Baseball Board | 228-623-4223 |
| Mike McElhaney | Current Recreation Commissioner | 228-219-9162 |

Dear City council,

I am interested in the vacancy on the recreation commission. I have 10 years experience in the military as a leader and supervisor. I hold two college degrees; the first is in management information systems, and the second is a computer network administration. I am currently attending Mississippi Gulf Coast community college working on a degree in marketing and business technology. I am a native of Pascagoula with my family being residents here for quite some time. I have recently moved back to Pascagoula and do not plan on moving elsewhere. I am a local business owner with my technology company Cybereffects.

Now that I'm back home I wish to get more involved in the community and this would be a great opportunity for me to help out the city of Pascagoula and meet the local leaders. I'm very excited about the position and I feel that I am well-qualified to hold the position and look forward to working with each of you.

MICHAEL TILLMAN

A handwritten signature in black ink, appearing to read 'Michael Tillman', with a long horizontal flourish at the end.

Michael R. Tillman

3003 Martin ST ~ Pascagoula, MS 39581

Home: (228) 202-1146

Cell: (228) 990-0091

mike@cybereffects.net

Summary

Highly intelligent, award winning, talented manager with a natural ability for problem solving.

Professional Highlights

Department Leadership: drove the School of Information Technology from #110 (of 125 schools) to 24th by championing change, professional knowledge and customer service.

Relationship Building: established and maintained relationships with executives, hiring managers, employers, students and administrators resulting in record recruitment, retention and placement over 3 quarters.

Personnel Development: hired, trained and led teams ranging in size from 3-155 people. Initiated training and professional growth strategies in order to maintain subject matter expertise.

PROFESSIONAL EXPERIENCE

Cybereffects Technology Services, Pascagoula, MS February 2012 – Present

Technology Manager

- Consulted clients on business technology
- Managed Industry Specific business applications for professional clients
- Designed and upgraded professional websites

TELEPHONE AND DATA SERVICE OF MOBILE, Mobile, AL June 2011 – February 2012

Network Technician

- Install, maintain and troubleshoot VoIP phone systems and analog systems.
- Design and implement network systems to meet the needs of the customer.
- Perform network and server migrations.
- Train staff on networking systems.

ITT TECHNICAL INSTITUTE, Mobile, AL September 2008 – July 2011

Department Chair, School of Information Technology (interim) January 2010 - January 2011

- Provided effective management of instruction, assessment, faculty training, career services, and professional development within the IT program.
- Developed strategic plans, identified key success factors, set priorities and allocated resources.
- Initiated on- and off-campus programs to expand student involvement within the industry. Led Professional Advisory Board activities to enhance local awareness and foster "more marketable" curriculum changes.
- Reported projects status on a routine basis and alerted management to potential issues.

Instructor September 2008 - July 2011

- Educated students on Microsoft Server and Desktop Operating Systems, Linux, Networking, CISCO, Structured cabling and Introduction to Personal Computer Classes.
- Adjusted curriculum as needed to ensure students were presented with the latest in industry standards.
- Provided feedback on curriculum changes to the national IT committee.
- Maintained subject matter expertise in the field of study.

Key Contributions:

- Increased student retention by 18% and decreased attrition by 20% in the IT program.
- Increased student success rate by 10%
- Drove the growth of the IT program by 15%

Awards / Recognition:

Featured on the ITT/ESI National Employee Portal for outstanding performance as an interim Department Chair. Only Mobile, AL. employee to receive such recognition.

Michael R. Tillman

3003 Martin ST ~ Pascagoula, MS 39581

Home: (228) 202-1146

Cell: (228) 990-0091

mike@cybereffects.net

JACKSON COUNTY SCHOOL DISTRICT, Vandleave, MS August 2005 - January 2010

Senior Computer Technician

- Managed technical support staff for 4 area schools consisting of a combination of Windows domain services, Linux and Novell Netware systems.
- Managed the Help Desk system and assigned tasks to support staff to ensure timely response to system failures and to keep mission critical systems in operation.
- Designed an inventory management system to track all technology assets within the District.
- Implemented a preventive maintenance system to minimize equipment outages during peak times.
- Managed budget and inventory of all technology repair assets and equipment.
- Maintained network infrastructure for a 1300 seat network including servers, workstations and CISCO networking switches and routers.

GEORGE COUNTY REGIONAL CORRECTIONAL FACILITY, GCSF, Lucedale, MS 2003 - 2005

Lieutenant /Network Administrator/Training Officer

- Managed the training requirements of a staff of 50 officers as set forth by the State Police Academy and Sheriff.
- Directed the certification of the facility as a State Training Center for both Patrol and Correction officers.
- Implemented a training program that allowed ongoing training to fit situational needs and the standards in place to ensure that personnel were highly qualified and could fill the needs of a rural department.
- Setup and maintained a Windows Domain with 2 locations and assisted with any technical needs of the staff.

MILITARY EXPERIENCE

UNITED STATES NAVY, Norfolk, VA 1994 - 2003

Petty Officer 2nd Class/Submarine Torpedo man

- Supervised up to 155 sailors in the daily operation of a fast attack submarine squadron and a submarine weapons division.
- Developed and conducted training classes for submarine weapon launch systems, conventional and nuclear submarine launched weapons.
- Led a highly successful weapons handling team.
- Conducted Quality Assurance evaluations on shipboard systems and weapon handling equipment.

Awards / Recognition:

Navy Unit Commendation (2) Good Conduct Medal (2) National Defense Medal
Letters of Commendation (3) Letters of Appreciation (4) Navy Expedition Medal (4)
Navy Battle "E" Medal

EDUCATION, CERTIFICATIONS AND TRAINING

- *Bachelor's of Science, Management Information Systems*
- *Associates of Science, Computer Network Administration*

UNITED STATES NAVY
Secret Security Clearance, 1994-2003

MEMBERSHIPS / AFFILIATIONS

IEEE • American Legion • VFW • Disabled American Veterans • ETA

Danny Beauchamp

2110 14th Street
Pascagoula, MS 39567
(228) 218-4824

Objective

To serve the city of Pascagoula using background and experience acquired through years of service in various recreation programs.

Experience**Pascagoula Girls Softball League**

- League President, 2013
 - Started the city's first Wee ball league for boys and girls ages 3-4 to allow these children to learn the basics of playing ball. The league has proven to be a great success.
- Treasurer, 2012
- 8 and under (Coach Pitch) Field Representative, 2010
- Coach, 2009-present

Pascagoula Dixie Youth Baseball, American League

- League President, 1992
- Vice President, 1991
- Second Vice Present, 1989-1990
- Tee ball field representative, 1988
- Tee ball field commissioner, 1987
- Junior Tee Ball representative, 1986
- Coach, 1985-1994

Pascagoula Peewee Football League

- League President, 1993-1994
- Vice President, 1992
- League President, 1988-1991
- Vice President, 1987
- Coach, 1984-1995

Moss Point Dixie Youth Baseball

- Coach, Moss Point National 1981-1982
- Coach, Moss Point Eastern 1980
- Coach, Moss Point National, 1972-1979

Community Involvement

- Business owner, city of Pascagoula, Danny Beauchamp's Auto and Wrecker Service, 1993-present
- Member, Pascagoula Masonic Lodge, 1993-present

References

References are available on request.

Darcie S. Crew

From: Terri & Terry Scott <tntscott@cablone.net>
Sent: Tuesday, April 30, 2013 2:55 PM
To: Darcie S. Crew
Subject: Recreation Board
Attachments: terri- resume 2013.doc

Darcie,

I am very interested in being considered as a Board member for the Parks & Recreation Department. I have been involved in a variety of sports throughout the years including my own participation in softball & tennis, as well as being the parent of children who have played many sports such as soccer, baseball, football, cheer and dance.

As President of Levy Tennis Club, we are currently working to promote more recreational tennis in our community. We have went from about 8 players in 2010 playing out of clubs along the Gulf Coast to having over 40 players who only play out of I. G. Levy Tennis Courts.

While Tennis has been my main focus for the last few years, I would like to be able to use my representation on the Board not only to promote Tennis but also to promote other sports in our community. I think our community has a lot to offer its citizens no matter what their recreational preference is. We should promote healthy activities to be a more healthy community.

Thank you for your consideration.
Attached is a short, but simple resume for your reference.
Please don't hesitate to contact me if you have any questions.

Terri W. Scott

Cell: (228) 218-1668

Office: (228) 696-0871

Fax: (228) 696-0892

Terri W. Scott

2703 Monterey Avenue
Pascagoula, MS 39567
228-218-1668
tntscott@cableone.net

Education

Pascagoula High School – Pascagoula, MS

University of South Alabama – B. S. in Accounting

Work Experience

- Mississippi Coast Endoscopy & Ambulatory Surgery Center – Controller (2002 – present)
- Friede Goldman Halter – Corporate Accountant (1998 – 2002)
- Singing River Health System – Senior Accountant (1994 - 1998)

Recreational & Community Activities

- Member of USTA (United States Tennis Association) (2001 - present)
- President of Levy Tennis Club
- USTA Team Captain (2007 – present)
- 2012 MTA (Mississippi Tennis Association) Volunteer of the Year
- 2012 USTA Southern District Volunteer of the Year
- Certified Quick Start Tennis Instructor
- Volunteer Coordinator of League Tennis at I. G. Levy Courts
- AHA HeartWalk - Company Leader (2003-present)
- Member of Ingalls Avenue Baptist Church
- Parent of children involved (past and present) in Dance, Cheer, Football, Baseball, Soccer, Tennis

ROBERT V. COCHRAN
2925 Pecan Avenue
Pascagoula, Mississippi 39567
228-217-8572
macfmfusn@cablone.one
rcochran@cityofPascagoula.com

OBJECTIVE

To serve as a **City of Pascagoula Recreation Board Member (Appointed)**, where I will be responsible for providing current and correct information when necessary to the City Council, City Manager, Director, Recreation Department and others as so directed involving matters related recreation within the City of Pascagoula.

CURRENT DUTIES AND EXPERIENCE (Employed with the VA)

-VA Consumer Affairs 2003-2013

Veterans Affairs, Biloxi, MS, I have an understanding of veterans eligibility per regulations CFR 38 (1-17), policies, instructions and Statutes. Wrote lesson/training plans, presented training classes, responsible to ensure the welfare of patients, respond to inquiries made either by phone, in writing and in person concerning the eligibility for healthcare and enrolment within the VA system. I maintain and have an extensive knowledge of various VA directives, Medical Center policies and publications pertinent to veteran care in the area of monetary benefits, methods of applying for death benefits, eligibility of care. Duties include providing veterans and family answers to their technical questions regarding patient rights, responsibilities and medical eligibility for care. Interact with Medical Care Cost Recovery (MCCR) providing technical assistance on eligibility issues.

-VA Police Officer 2000-2003

Veterans Administration, Biloxi, MS, Directed to enforce Federal Criminal Code, regulations, policies, instructions and State Statutes. Conducted preliminary and general investigations, dispatched patrol units, provided security and protection to employees, guest and veterans on VA property.

DUTIES AND EXPERIENCE (Past)

-Youth Detention Center 1998-2000

Mississippi Security Police, Pascagoula, MS, being assigned as the Officer In Charge, Jackson County Youth Detention, supervisor of on duty officers, responsible for the safety and welfare of all minors detained within the facility and other duties as assigned.

-United States Navy 1995-1998

SUPSHIP, Pascagoula, MS, as the Senior military law enforcement officer, responsible for U.S. Navy personnel and ships being constructed at Litton/Ingalls Shipyard, Chief Investigator, Liaison Officer and Public Relations Officer. I all so had to negotiate with civilian vendors, handling request and check the open market for various supplies and equipment.

1995 (Jan-Jul)

American Embassy, Military to Military Liaison Team Bucharest, Romania as the senior enlisted advisor for the team I was responsible for purchasing of supplies through a foreign country and the coordinating Officer for training and assistance to Romanian officials. I Planned, scheduled, approved and tracked military events for foreign nationals and ensured that the American Embassy had the proper documentation for payment.

1992-1995

USS Simon Lake AS 33, Atlantic Fleet. as the Chief Investigator, Supervisor for onboard correctional facilities, supervisor of 19 security/police personnel, I was responsible for all criminal investigating, training, budgeting, report writing and tracking. I had to operate on an annual budget, order and reconcile purchases made for supplies and equipment.

1989-1992

Naval Station Rota Spain, as a supervisor for 85 law enforcement and security personnel, (patrol division, canine branch and physical security), I was responsible for the emergency disaster team, traffic accident investigator, report tracking, training, planning, budgeting and equipment.

1986-1989

Naval Station Charleston, SC, where I served as a Master at Arms and independent k9 handler of a drug detection dog, I was responsible for training and care of all K9, I had to order in the physical dog and its' supplies, order and ship and track illicit drug training aids (held a DEA license).

1983-1986

2nd Marine Division, Camp LeJeune, NC, as a first responders field medic, admin/health record PO (Petty Officer), CHAMPUS claims process and unit supply PO.

1980-1983

Naval Reserve Center Tampa, FL, assigned as the Medical Department Representative who provided basic medical and health care services, scheduling appointments and made initial investigative inquiries to military CHAMPUS claims, then processed claims for all reservist when required.

| | |
|-----------------------------------|-----------|
| -EMT | 1978-1980 |
| New Albany, IN | |
| -Patrolman | 1977-1978 |
| Boystown, NE | |
| -Patrolman | 1976-1977 |
| Mead, NE (Omaha Police | |
| -United States Navy | 1972-1976 |
| Naval Hospital Camp LeJeune, NC | |
| USS Richard E. Krause DD 849 | |
| Branch Medical Clinic Mayport, FL | |

PROFESSIONAL DEVELOPMENT AND TRAINING

- Hunter Safety & Boater Safety (volunteer) Instructor*
- Officer in Charge of Pascagoula Police Reserve Unit 2009-*
- Smart Choice Instructor for Elementary Aged Students*
- DEMOB Facilitator for the VA*
- VA EEO Unsung Hero Award Employee of the Year 2006*
- VA Biloxi Employee of the Month May 2005*
- National Service Officer for Veterans of Foreign Wars (VFW)*
- *Administrative Investigative Board (AIB), Department of Veterans Affairs*
- Investigator, - Administrative Investigative Board (AIB), Department of Veterans Affairs*
- Law Enforcement Basic Officer Course, Department of Veterans Affairs*
- Gang Resistance Education and Training (GREAT) Instructor, Department of Treasury*
- Basic Narcotics Investigations, Regional Counterdrug Academy*
- Undercover Investigations, Regional Counterdrug Training Academy*
- Physical Surveillance, Regional Counterdrug Training Academy*
- Police Officer Apprenticeship, Department of Labor*
- Physical Security and Law Enforcement Supervisor Course, Naval Investigative Service*
- Master at Arms course, Naval Institute of Correctional Administration*
- Basic Drug Law Enforcement, South Carolina Criminal Justice Academy*
- Homicide Investigation, U.S. Army Criminal Investigation Command*
- Patrol Dog Handler course, Naval Security and Investigative Command*
- Patrol Dog Drug Detection course, U.S. Air Force Technical Training School*
- Combat, Medical Field Service course, U.S. Marine Corps*
- Auxiliary Police Fundamentals, Tampa Police Academy*
- Criminal Investigation School, Nebraska Law Enforcement Training Center*
- Law Enforcement Officer Basic Training, Omaha Police Department*
- COVEY Leadership, Litton/Ingalls Shipyard Pascagoula, MS*

PERSONAL

- Over 25 Awards and Decorations for outstanding performance including letters of appreciation from 4-star generals, the Romanian Parliament and President Bush*
- '...Determination, dedication and motivation.'...expert leadership and exhaustive work ethic.'* Captain D.K. Moussette, Commanding Officer, USS Simon Lake
- 'Leader, Professional, Diplomat and Administrator.'* Lt. Col. Eagleson, Romanian Military Mission Team Chief

COMMUNITY INVOLVEMENT (Past/Present)

- GCVAHCS Biloxi Combined Federal Campaign, Section Keyperson 2000-2007*
- Pascagoula Schools Volunteer Instructor, Smart Choices*
- Jackson County Chairman, National Night Out Against Crime 1997-1998*
- Volunteer, GREAT, Instructor Local Elementary/Middle School 1996-1998*
- Virginia Beach Youth Sports Baseball League, Fund-raising Coordinator 1983-1985*
- Mothers Against Drunk Driving (MADD) Advisor 1996-1997*
- Youth Baseball Umpire (1980-1983, 1986-1989, 1995-2000, 2003-2006, 2013-)*
- Youth Flag Football, Soccer, Baseball and Basketball Coach (1980-1983, 1986-1989, 1995-2000, 2003-2006, 2012*
- Volunteer, High School Football radio (WZZJ 1580), announcer Pascagoula, MS*
- Volunteer, Youth Athletic Booster Association, Ways & Means Officer, MinRiv, Charleston, SC. Rising \$12,000 in one year from a red budget. 1980-1983.*

David Bates
812 McKinley St.
Pascagoula, MS 39567
(228)623-5554
dfbates@psd.ms

September 13, 2013

Joe Huffman, City Manager
CITY OF PASCAGOULA
603 Watts Avenue
Pascagoula, Mississippi 39567

RE: Recreation Commission

Dear Mr. Huffman:

Please accept this letter as my application to the Pascagoula City Council in consideration for appointment to the Recreation Commission. I am enclosing my resume in support of my application.

I am 28 years old, married and, currently, a Physical Education/Health teacher at Colmer Middle School. I am presently Head Coach, Colmer Middle School Baseball; Head Coach, Colmer Middle School Boys Basketball; and, Head Coach, Pascagoula High School Swim team.

I have a strong interest in the implementation of a long-term recreation plan which will enhance the development and revitalization of the City of Pascagoula. My wife and I chose to live in Pascagoula. I have a vested interest in improving recreation facilities, increasing recreational opportunities and improving the quality of life in our city.

As you can see, I am a certified teacher and am currently working toward my Masters of Sports Administration. My education and work experience, together with my commitment to raise a family in Pascagoula, ensures that I will work toward developing a vibrant recreational component of our City. I will bring energy and a new perspective on how to approach and develop a successful recreation program in Pascagoula.

I appreciate your consideration of my application and look forward to sharing my vision with you.

Sincerely,

David Bates

Enclosure

David Bates
812 McKinley St.
Pascagoula, Ms 39567
(228)623-5554
dfbates@psd.ms

Education

Masters of Sports Administration (in progress)
Belhaven University, Jackson, Ms. August 2012-present

Bachelor of Science in Secondary Education- Social Studies
Mississippi State University, Starkville, MS. May 2008
GPA: 3.2/4.0

Associate of Arts- History
Coppiah Lincoln Community College, Wesson, MS. May 2005
GPA: 3.5/4.0

Experience

Teacher/Coach 2013- present

Colmer Middle School, Pascagoula, Ms

- Teach 7th and 8th grade Physical Education
- Develop activities that engage students to live an active and healthy lifestyle by providing them with instructions and examples for daily activities
- Head varsity swim coach 2011-present
- Head middle school basketball coach 2013-present
- Head middle school baseball coach 2012-present

Teacher- August 2008- 2013

Pascagoula High School, Pascagoula, Ms

- Teach 10th and 11th grade history
- Develop unit objectives and lesson plans that meet the needs of a variety of learning styles and abilities
- Tutor students in preparation for U.S. History Subject Area Test
- Served as head 9th grade coach and junior varsity baseball coach and varsity assistant coach 2011
- Served as head 9th grade basketball coach and assistant varsity 2011-2013

Assistant Recreational Coordinator- May 2010-August 2010

City of Pascagoula Parks and Recreation Department

- Coordinated and supervised summer counselors in executing summer recreational activities for children participating in the parks and recreation programs

Teacher Intern- January 2008- May 2008

Ackerman High School, Ackerman, Ms

- Teach 9th grade Mississippi Studies and World Geography.

- Developed unit objectives and lesson plans that meet the needs of a variety of learning styles and abilities.
- Designed Study guides for inclusion students.
- Created tests and assessments that measure student content mastery and learning.
- Served as assistant coach for high school baseball.
- Tutored students in preparation for U.S. History Subject Area Test.

Staff Assistant-February 2006- May 2008

MSU Intramural Sports Department, Starkville, Ms

- Trained flag football and basketball officials as well as softball umpires.
- Set-up nightly intramural games, monitor sport participants and officials, and completed necessary paperwork reporting participation and incidents.
- Trained in CPR and First Aid

Summer Missions- Calvary Baptist Church, Summer, 2006, Pascagoula, MS

- Served as Youth Pastor and also assisted in coordinating mission teams to assist in Katrina recovery

Summer Missions- North American Mission Board, Summer 2005, Denver, Colorado

- Worked with the Mile High Baptist Association for church planting. Coordinated sports camps in areas around the metro Denver area to network and build relationships with the local communities

Honors and Activities

- Phi Theta Kappa Honor Society
- Kappa Delta Pi Education Honor Society
- Baptist Student Union
- Mississippi State Club Sports

References

- Nick Tasich
Assistant Director - Intramural Sports & Sport Clubs
University of Wisconsin-Milwaukee
(414) 229-3777
tasich@uwm.edu
- Richie Tillman
Title: Head Baseball Coach
Pascagoula High School
Phone: (228)-623-4946
rtillman@psd.ms
- Antoinette Johnson
Title: Parks and Recreation Director
City of Pascagoula
2935 Pascagoula Street
Pascagoula, MS 39567
Phone: 228-938-2356
ajjohnson@cityofpascagoula.com

Darcie S. Crew

From: David Tadlock <davids.tadlock@gmail.com>
Sent: Friday, September 13, 2013 5:32 PM
To: Joe Huffman; Darcie S. Crew; Jim Blevins
Subject: Fwd: Pascagoula Rec commission
Attachments: RECREATION COMMISSION.docx

For consideration of the open position on the Recreation Commission:

I've known Lee for 20 plus years and I find him to be a very outstanding citizen as well as an asset to recreational enthusiast from all sports. His background and profession also bring to the team a very thorough understanding of many sports and what they are capable of doing for quality of life here in Pascagoula. I highly recommend Lee for this position. Please feel free to contact me if you have any questions.

Respectfully,
David Tadlock

----- Forwarded message -----

From: "Lee Tingle" <ltingle@pt-pros.net>
Date: Sep 13, 2013 4:46 PM
Subject: Pascagoula Rec commission
To: <davids.tadlock@gmail.com>
Cc:

LET ME KNOW IF YOU NEED ANYTHING ELSE.

*LEE TINGLE, MSPT, CEO
PHYSICAL THERAPY PROFESSIONALS, LLC
228-769-0112
LTINGLE@PT-PROS.NET*

LEE TINGLE
1200 22ND STREET, PASCAGOULA, MS. 39581
228-623-5651
ltingle@pt-pros.net

OBJECTIVE: To continue my involvement in Pascagoula's recreation and economic development by serving on the Pascagoula Recreation Commission.

EDUCATION:

University of Mobile Graduate School of Physical Therapy 1997-1999
Masters of Science in Physical Therapy
William Carey University 1994-1995
Bachelors of Science Psychology with minor in Biology
Southeastern Louisiana University 1990-1994
Pascagoula High School 1986-1990

COLLEGIATE AWARDS:

National Honors Society, Deans' List, Presidents' list, Academic All-American, 1995 All Region Baseball Squad.

WORK EXPERIENCE:

| | |
|--|-----------------------------|
| Methodist Hospital 1994-1997 | Physical Therapy Technician |
| Singing River Hospital 1999-2006 | Staff Physical Therapist |
| Kare-in-Home Health 2006-2010 | Rehabilitation Director |
| Pascagoula High School 2006-2008 | Junior Varsity Soccer Coach |
| Resurrection Catholic School 2009-Present | Track and Baseball Coach |
| Physical Therapy Professionals, LLC 2010-Present | Owner/CEO |

VOLUNTEER:

Singing River Soccer Club, Dixie Youth Baseball, Dixie Boys Baseball, Gulf Coast United Soccer Club, Sports Performance Training.

RECREATION AWARDS: Pascagoula Dixie Youth Woody Sanders Award, Pascagoula Dixie Youth and Mississippi Dixie Youth and Dixie Boys Sportsmanship Awards, Mississippi State Games Soccer Champion 2012.



AGENDA ITEM REQUEST FORM

Meeting Date: October 1, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

Agenda Topic: Claims Docket for October 1, 2013

Attach additional information as necessary

Action Requested:

Approve Order for Docket of Claims.

| | | | | | |
|---------------------------------------|---|--|-------------------|-------------------------------------|--------------|
| Budgeted Item | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Source of Funding | <input checked="" type="checkbox"/> | General Fund |
| Contract Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> | Utility Fund |
| Mayor or Manager's Signature Required | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> | | <input checked="" type="checkbox"/> | Grant |
| | | | | <input type="checkbox"/> | Other |

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
 For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

ORDER

WHEREAS, the attached docket of claims for the period September 13, 2013, through September 27, 2013 has been presented to the City Council for allowance and approval.

WHEREAS, it appears that all of said claims are proper and should be allowed;
NOW, THEREFORE, IT IS ORDERED that all claims shown on said dockets are hereby allowed and approved for payment.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|--------------------------------------|----------------------------|-------------------|------------------|---------------|--------------------|
| A & B DISCOUNT TIRES INC | | | | | |
| 69753 | FLAT REPAIR/ST-52 | 01020170 - 552100 | | 13004714 | \$96.00 |
| 69754 | FLAT REPAIR/ST-5 | 01020170 - 552100 | | 13004714 | \$57.00 |
| VENDOR TOTAL: | | | | | \$153.00 |
| A-1 AUTO PARTS AND REPAIR INC | | | | | |
| 69831 | BLOWER MOTOR/W-18 | 40067275 - 562600 | | 13004884 | \$137.48 |
| VENDOR TOTAL: | | | | | \$137.48 |
| AMAZON COM | | | | | |
| 69751 | SIDEWALK BOARD/ARTS ON AVE | 01040470 - 551905 | | 13004727 | \$61.95 |
| VENDOR TOTAL: | | | | | \$61.95 |
| BAYOU CONCRETE | | | | | |
| 69755 | CONCRETE-MARTIN | 01020170 - 552500 | | 13004719 | \$520.00 |
| 69757 | CONCRETE-DUPONT/CANTY | 01020170 - 552500 | | 13004719 | \$520.00 |
| 69759 | CONCRETE-HOLLY RD | 01020170 - 552500 | | 13004719 | \$462.50 |
| VENDOR TOTAL: | | | | | \$1,502.50 |
| BELL AUTO PARTS | | | | | |
| 69779 | MISC AUTO SUPPLIES | 01020170 - 552020 | | 13004710 | \$395.22 |
| VENDOR TOTAL: | | | | | \$395.22 |
| BIGCERAMICSTORE.COM | | | | | |
| 69814 | POTTERY SUPPLIES | 01040470 - 551905 | | 13003899 | \$40.47 |
| VENDOR TOTAL: | | | | | \$40.47 |
| BOBS GARAGE & BODY SHOP | | | | | |
| 69688 | AUTO MAINT/#12129 | 01010075 - 562600 | | 13004910 | \$86.70 |
| 69689 | AUTO MAINT/#12504 | 01010075 - 562600 | | 13004910 | \$32.00 |
| 69690 | AUTO MAINT/#12507 | 01010075 - 562600 | | 13004910 | \$566.50 |
| 69691 | AUTO MAINT/S KNOWLES | 01010075 - 562600 | | 13004910 | \$35.00 |
| 69693 | AUTO MAINT/#12931 | 01010075 - 562600 | | 13004910 | \$47.00 |
| 69694 | AUTO MAINT/#13208 | 01025075 - 562600 | | 13004910 | \$77.00 |
| 69695 | AUTO MAINT/#12931 | 01010075 - 562600 | | 13004910 | \$94.60 |
| 69696 | AUTO MAINT/#14190 | 01025075 - 562600 | | 13004910 | \$56.08 |
| 69697 | AUTO MAINT/#14574 | 01010075 - 562600 | | 13004910 | \$60.29 |
| 69698 | AUTO MAINT/#12744 | 01010075 - 562600 | | 13004910 | \$33.95 |
| 69699 | AUTO MAINT/#12638 | 01010075 - 562600 | | 13004910 | \$510.54 |
| 69700 | AUTO MAINT/#12062 | 01010075 - 562600 | | 13004910 | \$116.40 |
| 69701 | AUTO MAINT/#12061 | 01010075 - 562600 | | 13004910 | \$296.36 |
| 69702 | AUTO MAINT/#14526 | 01010075 - 562600 | | 13004910 | \$67.81 |
| 69703 | AUTO MAINT/#14582 | 01010075 - 562600 | | 13004910 | \$42.00 |
| 69816 | AUTO MAINT/#12503 | 01010075 - 562600 | | 13004939 | \$614.34 |
| 69817 | AUTO MAINT/#14246 | 01010075 - 562600 | | 13004939 | \$284.66 |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|--|--------------------------------|-------------------|------------------|---------------|--------------------|
| 69818 | AUTO MAINT/#12505 | 01010075 - 562600 | | 13004939 | \$510.86 |
| 69819 | AUTO MAINT/#12502 | 01010075 - 562600 | | 13004939 | \$76.14 |
| 69820 | AUTO MAINT/#12506 | 01010075 - 562600 | | 13004939 | \$236.36 |
| 69821 | AUTO MAINT/#14142 | 01010075 - 562600 | | 13004939 | \$56.08 |
| 69822 | AUTO MAINT/#12930 | 01010075 - 562600 | | 13004939 | \$136.19 |
| 69823 | AUTO MAINT/#12516 | 01010075 - 562600 | | 13004939 | \$42.00 |
| 69824 | AUTO MAINT/#12743 | 01010075 - 562600 | | 13004939 | \$35.00 |
| 69825 | AUTO MAINT/#12166 | 01010075 - 562600 | | 13004939 | \$88.11 |
| 69826 | AUTO MAINT/#12743 | 01010075 - 562600 | | 13004939 | \$121.59 |
| 69827 | AUTO MAINT/#14528 | 01010075 - 562600 | | 13004939 | \$32.00 |
| 69828 | AUTO MAINT/#14526 | 01010075 - 562600 | | 13004939 | \$149.66 |
| 69745 | OIL CHANGE/U-17 | 40067175 - 562600 | | 13004931 | \$27.00 |
| 69746 | OIL CHANGE/U-10 | 40067175 - 562600 | | 13004931 | \$27.00 |
| VENDOR TOTAL: | | | | | \$4,559.22 |
| <hr/> | | | | | |
| BOTTER HONDA | | | | | |
| 69736 | TIRES/#14694 | 01010070 - 552100 | | 13004932 | \$756.35 |
| VENDOR TOTAL: | | | | | \$756.35 |
| <hr/> | | | | | |
| BSN SPORTS-SPORT SUPPLY GROUP INC | | | | | |
| 69705 | FLOOR COVERINGS/GYM | 01030170 - 551900 | | 13004799 | \$1,251.98 |
| VENDOR TOTAL: | | | | | \$1,251.98 |
| <hr/> | | | | | |
| C C LYNCH & ASSOCIATES INC | | | | | |
| 69829 | SEWER FLOW METER | 40067380 - 578400 | | 13004921 | \$7,725.50 |
| VENDOR TOTAL: | | | | | \$7,725.50 |
| <hr/> | | | | | |
| CABLE ONE INC | | | | | |
| 69684 | 9/15-10/14/13 INTERNET SVC/CIT | 01009975 - 556040 | | 13004928 | \$115.95 |
| VENDOR TOTAL: | | | | | \$115.95 |
| <hr/> | | | | | |
| CENTRAL PIPE SUPPLY INC | | | | | |
| 69706 | PERMA PATCH | 01020170 - 552500 | | 13004825 | \$2,625.00 |
| 69707 | C900 6" PIPE | 40067270 - 552820 | | 13004827 | \$6,720.00 |
| 69708 | C-900 DR-18 S/J PIPE | 40067280 - 578300 | | 13004826 | \$7,728.00 |
| 69709 | COUPLINGS/ADAPTERS | 40067370 - 552860 | | 13004385 | \$628.34 |
| 69710 | 1/2 ELL 4" | 40067370 - 552860 | | 13004385 | \$69.00 |
| 69711 | COUPLINGS | 40067380 - 578000 | | 13004275 | \$75.15 |
| 69712 | COUPLINGS | 40067380 - 578000 | | 13004275 | \$75.15 |
| 69713 | ADAPTER/HYMAX COUPLING/PVC ADA | 40067370 - 552860 | | 13004758 | \$3,025.42 |
| 69714 | BASS THREADED COUPLINGS | 40067370 - 552860 | | 13004758 | \$226.80 |
| 69807 | CURB STOPS/FIBER METER WASHER | 40067280 - 578300 | | 13004757 | \$2,958.00 |
| VENDOR TOTAL: | | | | | \$24,130.86 |
| <hr/> | | | | | |
| CITY ELECTRIC SUPPLY CO | | | | | |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|---|--------------------------------|-------------------|------------------|---------------|--------------------|
| 69846 | ELECTRICAL SUPPLIES/INSTALL SE | 01008070 - 550100 | | 13004924 | \$437.68 |
| 69815 | REPLACEMENT BLADE/TAPE MEASURE | 40067270 - 553000 | | 13004747 | \$59.76 |
| VENDOR TOTAL: | | | | | \$497.44 |
| <hr/> | | | | | |
| CITY LOCK SHOP | | | | | |
| 69858 | REPLACEMENT LOCK/CITY HALL | 01009070 - 552200 | | 13004935 | \$192.95 |
| VENDOR TOTAL: | | | | | \$192.95 |
| <hr/> | | | | | |
| COMPTON ENGINEERING PA | | | | | |
| 69717 | LIGHTHOUSE CONSTRUCTION PH SVC | 10041075 - 568440 | 71306 | 12003661 | \$3,409.00 |
| VENDOR TOTAL: | | | | | \$3,409.00 |
| <hr/> | | | | | |
| CONSOLIDATED PIPE & SUPPLY CO INC | | | | | |
| 69715 | MJ TEE/MJ GATE VALVE | 40067270 - 552820 | | 13004829 | \$790.00 |
| 69716 | MJ TEE/ MJ GATE VALVE | 40067280 - 578300 | | 13004829 | \$2,379.00 |
| VENDOR TOTAL: | | | | | \$3,169.00 |
| <hr/> | | | | | |
| DEEP SOUTH TECHNICAL SERVICES | | | | | |
| 69721 | REPAIR/TREADMILL/SR CTR | 01030075 - 562900 | | 13004002 | \$495.80 |
| VENDOR TOTAL: | | | | | \$495.80 |
| <hr/> | | | | | |
| DELTACOM | | | | | |
| 69856 | 9/13 PHONE SVC | 01009975 - 556000 | | 13004942 | \$587.52 |
| 69857 | 9/13 PHONE/INTERNET SVC | 01009975 - 556000 | | 13004942 | \$595.02 |
| 69857 | | 01009975 - 556040 | | 13004942 | \$1,181.25 |
| VENDOR TOTAL: | | | | | \$2,363.79 |
| <hr/> | | | | | |
| DEMENT PRINTING COMPANY INC | | | | | |
| 69718 | DOCKET BOOK #3 | 01004070 - 550200 | | 13004554 | \$113.37 |
| VENDOR TOTAL: | | | | | \$113.37 |
| <hr/> | | | | | |
| DIAMOND HEATING & COOLING SERVICES INC | | | | | |
| 69719 | SERVICE ICE MACHINE/WELDING SH | 40067275 - 562610 | | 13004261 | \$58.83 |
| 69719 | | 40067375 - 562610 | | 13004261 | \$58.83 |
| 69719 | | 40067475 - 562610 | | 13004261 | \$58.84 |
| 69720 | SERVICE ICE MACHINE | 40067275 - 562610 | | 13004260 | \$94.16 |
| 69720 | | 40067375 - 562610 | | 13004260 | \$94.16 |
| 69720 | | 40067475 - 562610 | | 13004260 | \$94.18 |
| VENDOR TOTAL: | | | | | \$459.00 |
| <hr/> | | | | | |
| DIXIE GLASS & TRIM SHOP | | | | | |
| 69686 | DOOR/CITY HALL | 01009070 - 551900 | | 13004700 | \$1,260.00 |
| 69811 | TINTING/2 DOORS CITY HALL | 01009070 - 552200 | | 13004918 | \$294.60 |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|---|------------------------------|-------------------|------------------|---------------|--------------------|
| VENDOR TOTAL: | | | | | \$1,554.60 |
| DPC ENTERPRISES, L. P. | | | | | |
| 69760 | CHLORINE/WATER PLANTS | 40067270 - 552260 | | 13004623 | \$312.00 |
| 69762 | CHLORINE/WATER PLANTS | 40067270 - 552260 | | 13004623 | \$811.20 |
| 69763 | CHLORINE/WATER PLANTS | 40067270 - 552260 | | 13004623 | \$499.20 |
| VENDOR TOTAL: | | | | | \$1,622.40 |
| ECONOLITE CONTROL PRODUCTS INC | | | | | |
| 69744 | ETHERNET UPGRADE KIT | 01024070 - 552450 | | 13004391 | \$805.00 |
| VENDOR TOTAL: | | | | | \$805.00 |
| EMPIRE TRUCK SALES, LLC | | | | | |
| 69750 | REPAIRS FRONT TANDEM/ST-45 | 01020175 - 562610 | | 13004867 | \$1,828.56 |
| VENDOR TOTAL: | | | | | \$1,828.56 |
| ENGINEERING CONTINUING EDUCATION | | | | | |
| 69722 | TRAINING/JACI TURNER | 01018075 - 557600 | | 13004553 | \$125.00 |
| VENDOR TOTAL: | | | | | \$125.00 |
| ESTABROOK MOTOR CO INC | | | | | |
| 69724 | 2013 F450 CAB CHASSIS | 01020180 - 578800 | | 13002603 | \$27,197.84 |
| 69725 | 2013 F450 CAB CHASSIS | 01020180 - 578800 | | 13002603 | \$27,197.84 |
| 69723 | REPAIRS/W-17 | 40067275 - 562610 | | 13004911 | \$2,386.92 |
| 69845 | REPAIRS FUEL PUMP/W-17 | 40067275 - 562610 | | 13004930 | \$2,987.98 |
| VENDOR TOTAL: | | | | | \$59,770.58 |
| FINE PAPER INC | | | | | |
| 69726 | COPY PAPER | 40065070 - 550020 | | 13004836 | \$169.50 |
| 69778 | BILLING PAPER | 40065270 - 551900 | | 13004751 | \$100.65 |
| VENDOR TOTAL: | | | | | \$270.15 |
| FORD MOTOR CREDIT CO.-MUNICIPAL | | | | | |
| 69685 | LEASE PAYMT - 2013 FORD F150 | 01011085 - 580836 | | 13004929 | \$633.94 |
| VENDOR TOTAL: | | | | | \$633.94 |
| FRED'S JANITORIAL, INC | | | | | |
| 69833 | 9/13 JANITORIAL SERVICES | 01009075 - 562100 | | 13001042 | \$9,137.00 |
| VENDOR TOTAL: | | | | | \$9,137.00 |
| FUELMAN OF MS | | | | | |
| 69687 | 9/9-15/13 FUEL USAGE | 01010070 - 551300 | | 13004926 | \$4,594.20 |
| 69687 | | 01016070 - 551300 | | 13004926 | \$272.71 |
| 69687 | | 01016170 - 551300 | | 13004926 | \$471.13 |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|----------------------|-------------------------|-------------------|------------------|---------------|--------------------|
| 69687 | 9/9-15/13 FUEL USAGE | 01018070 - 551300 | | 13004926 | \$69.74 |
| 69687 | | 01020170 - 551300 | | 13004926 | \$1,200.96 |
| 69687 | | 01024070 - 551300 | | 13004926 | \$125.09 |
| 69687 | | 01024170 - 551300 | | 13004926 | \$415.37 |
| 69687 | | 01025070 - 551300 | | 13004926 | \$110.84 |
| 69687 | | 01030070 - 551300 | | 13004926 | \$67.46 |
| 69687 | | 01030170 - 551300 | | 13004926 | \$338.50 |
| 69830 | 9/16-22/13 FUEL USAGE | 01004070 - 551300 | | 13004941 | \$108.43 |
| 69830 | | 01010070 - 551300 | | 13004941 | \$4,497.27 |
| 69830 | | 01016070 - 551300 | | 13004941 | \$277.88 |
| 69830 | | 01016170 - 551300 | | 13004941 | \$382.80 |
| 69830 | | 01018070 - 551300 | | 13004941 | \$102.46 |
| 69830 | | 01020170 - 551300 | | 13004941 | \$1,323.88 |
| 69830 | | 01024070 - 551300 | | 13004941 | \$194.50 |
| 69830 | | 01025070 - 551300 | | 13004941 | \$68.76 |
| 69830 | | 01030070 - 551300 | | 13004941 | \$82.33 |
| 69830 | | 01030170 - 551300 | | 13004941 | \$439.64 |
| 69687 | 9/9-15/13 FUEL USAGE | 40065070 - 551300 | | 13004926 | \$80.95 |
| 69687 | | 40067170 - 551300 | | 13004926 | \$168.74 |
| 69687 | | 40067270 - 551300 | | 13004926 | \$709.50 |
| 69687 | | 40067370 - 551300 | | 13004926 | \$256.58 |
| 69687 | | 40067470 - 551300 | | 13004926 | \$522.44 |
| 69830 | 9/16-22/13 FUEL USAGE | 40067170 - 551300 | | 13004941 | \$129.10 |
| 69830 | | 40067270 - 551300 | | 13004941 | \$369.78 |
| 69830 | | 40067370 - 551300 | | 13004941 | \$208.26 |
| 69830 | | 40067470 - 551300 | | 13004941 | \$656.08 |
| VENDOR TOTAL: | | | | | \$18,245.38 |

GEOGRAPHIC COMPUTER TECHNOLOGIES

| | | | | | |
|----------------------|------------------|-------------------|--|----------|-----------------|
| 69727 | 9/13 GIS HOSTING | 01008075 - 555900 | | 13000745 | \$300.00 |
| VENDOR TOTAL: | | | | | \$300.00 |

GT DEVELOPMENT & CONTRACTIN

| | | | | | |
|----------------------|------------------------|-------------------|-------|----------|--------------------|
| 69832 | FRONT ST REDEVELOPMENT | 10041075 - 568440 | 30902 | 11002879 | \$79,434.25 |
| VENDOR TOTAL: | | | | | \$79,434.25 |

GULF COAST FENCE CO

| | | | | | |
|----------------------|---------------------|-------------------|--|----------|-------------------|
| 69728 | FENCE 14TH ST | 01024070 - 552200 | | 13004204 | \$1,750.00 |
| 69729 | FENCE 4203 LOCKSLEY | 01020175 - 562400 | | 13003772 | \$1,025.00 |
| 69771 | BUTTON REMOTES | 01024070 - 551900 | | 13004483 | \$147.00 |
| VENDOR TOTAL: | | | | | \$2,922.00 |

GULF HYDRAULICS

| | | | | | |
|----------------------|------------------------|-------------------|--|----------|-----------------|
| 69764 | CYLINDER REPAIRS/ST-52 | 01020175 - 562610 | | 13004885 | \$131.56 |
| VENDOR TOTAL: | | | | | \$131.56 |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|---|--------------------------------|-------------------|------------------|---------------|--------------------|
| GULF SALES & SUPPLY INC | | | | | |
| 69766 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004713 | \$17.00 |
| 69767 | AEROKROIL PENETRANT | 01020170 - 552500 | | 13004713 | \$12.00 |
| 69769 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004713 | \$134.40 |
| 69770 | REINFORCED PVC TUBING | 01020170 - 552500 | | 13004713 | \$23.88 |
| 69737 | BLADES/PORTABLE SAW | 40067370 - 553000 | | 13004763 | \$274.40 |
| 69739 | PIN FLAGS/PAINT/BLADES | 40067370 - 552860 | | 13004761 | \$649.99 |
| 69739 | | 40067370 - 553000 | | 13004761 | \$159.40 |
| VENDOR TOTAL: | | | | | \$1,271.07 |
| HAYGOODS INDUSTRIAL ENGRAVERS | | | | | |
| 69777 | FOOTBALL PAD-IN PANTS | 01030170 - 553100 | | 13004586 | \$4,025.00 |
| VENDOR TOTAL: | | | | | \$4,025.00 |
| INSTITUTE FOR COMPATIBLE DEVELOPMENT | | | | | |
| 69863 | QUARTERLY PLEDGE SUPPORT | 01000175 - 568615 | | 13004943 | \$2,500.00 |
| VENDOR TOTAL: | | | | | \$2,500.00 |
| INTERNATIONAL CODE COUNCIL | | | | | |
| 69780 | ICC CODE BOOKS | 05016870 - 551910 | | 13004541 | \$873.45 |
| VENDOR TOTAL: | | | | | \$873.45 |
| INTL CITY/COUNTY MANAGEMENT ASSOC | | | | | |
| 69810 | BUDGETING GUIDE/LOCAL GOVERNME | 01005070 - 550200 | | 13004449 | \$76.95 |
| VENDOR TOTAL: | | | | | \$76.95 |
| J C AREA CHAMBER OF COMMERCE | | | | | |
| 69855 | ANNUAL MEMBERSHIP MEETING | 01000175 - 567000 | | 13004933 | \$650.00 |
| VENDOR TOTAL: | | | | | \$650.00 |
| LASSITER CONSTRUCTION | | | | | |
| 69731 | TOPSOIL | 01020170 - 552500 | | 13004671 | \$3,375.00 |
| VENDOR TOTAL: | | | | | \$3,375.00 |
| LAWRENCE PRINTING CO INC | | | | | |
| 69844 | ANIMAL CONTROL CITATION TICKET | 01001070 - 550110 | | 13004494 | \$274.32 |
| VENDOR TOTAL: | | | | | \$274.32 |
| LOCKARD & WILLIAMS INSUR SERV PA | | | | | |
| 69742 | 8/13 FSA MONTHLY ADMIN FEE | 50050075 - 568011 | | | \$14.60 |
| ** 69805 | 9/23 SPECIAL CLAIMS RUN | 50050075 - 568010 | | | \$30,886.26 |
| 69859 | 10/13 ADMIN FEE | 50050075 - 568011 | | | \$41,867.37 |
| 69860 | 9/12-25/13 CLAIMS RUN | 50050075 - 568010 | | | \$22,261.33 |

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|---|-----------------------------|-------------------|------------------|---------------|--------------------|
| VENDOR TOTAL: | | | | | \$95,029.56 |
| LOWES HOME CENTERS INC | | | | | |
| 69772 | ROPE/FLAGPOLE/CITY HALL | 01009070 - 552200 | | 13004919 | \$22.76 |
| 69773 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004717 | \$69.26 |
| 69774 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004717 | \$75.24 |
| 69775 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004717 | \$126.10 |
| 69776 | CONSTRUCTION MATERIALS | 01020170 - 552500 | | 13004717 | \$52.50 |
| 69808 | BUILDING SUPPLIES/FIRE DEPT | 01016780 - 578000 | | 13004682 | \$1,822.47 |
| 69812 | PLYWOOD/METER BOX | 40067275 - 562880 | | 13004934 | \$65.60 |
| 69813 | PLYWOOD/METER BOX | 40067275 - 562880 | | 13004934 | \$321.60 |
| VENDOR TOTAL: | | | | | \$2,555.53 |
| MACLAND ASH DISPOSAL INC | | | | | |
| 69847 | 09/13 WASTE DISPOSAL | 48068575 - 561150 | | 13004927 | \$31.75 |
| 69848 | 09/13 WASTE DISPOSAL | 48068575 - 561150 | | 13004927 | \$28.50 |
| 69849 | 09/13 WASTE DISPOSAL | 48068575 - 561150 | | 13004927 | \$23.75 |
| 69850 | 09/13 WASTE DISPOSAL | 48068575 - 561150 | | 13004927 | \$120.25 |
| VENDOR TOTAL: | | | | | \$204.25 |
| MALLETTE BROTHERS CONSTRUCTION INC | | | | | |
| 69851 | 09/13 ASPHALT | 01020175 - 562420 | | 13004708 | \$2,666.25 |
| VENDOR TOTAL: | | | | | \$2,666.25 |
| MERCURY INSTRUMENTS INC | | | | | |
| 69852 | METER INDEXES/GAS DEPT | 40067470 - 552830 | | 13004582 | \$4,492.02 |
| VENDOR TOTAL: | | | | | \$4,492.02 |
| METRO CONCRETE LLC | | | | | |
| 69733 | CONCRETE/INGALLS | 01020170 - 552500 | | 13004718 | \$247.00 |
| 69734 | CONCRETE/LAKE AVE | 01020170 - 552500 | | 13004718 | \$296.00 |
| VENDOR TOTAL: | | | | | \$543.00 |
| MOBILE BAY HARLEY DAVIDSON INC | | | | | |
| 69834 | REPAIR CLUTCH/UNIT-14696 | 01010075 - 562600 | | 13004937 | \$277.00 |
| VENDOR TOTAL: | | | | | \$277.00 |
| MS ECONOMIC COUNCIL | | | | | |
| 69735 | ANNUAL DUES | 01000170 - 551000 | | 13004922 | \$250.00 |
| VENDOR TOTAL: | | | | | \$250.00 |
| NEWELL WHOLESALE PAPER CO | | | | | |
| 69738 | COPY PAPER/POLICE DEPT | 01010070 - 550020 | | 13004818 | \$555.00 |
| 69740 | COPY PAPER/REC | 01030170 - 550020 | | 13004748 | \$307.65 |

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CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|--|--------------------------------|-------------------|------------------|---------------|--------------------|
| 69741 | COPY PAPER/VARIOUS DEPTS | 01004070 - 550020 | | 13004784 | \$277.50 |
| 69741 | | 01005070 - 550020 | | 13004784 | \$277.50 |
| 69743 | COPY PAPER/CITY CLERK | 01004070 - 550020 | | 13004817 | \$30.15 |
| VENDOR TOTAL: | | | | | \$1,447.80 |
| O'REILLY AUTO PARTS | | | | | |
| 69756 | STARTER/ST-49 | 01020175 - 562610 | | 13004916 | \$111.21 |
| 69752 | TRANS FLUID/VARIOUS VEHICLES | 40067275 - 562610 | | 13004514 | \$160.92 |
| VENDOR TOTAL: | | | | | \$272.13 |
| OZONIA NORTH AMERICA | | | | | |
| 69853 | CONTROL CARD/CRISWELL PLANT | 40067275 - 562880 | | 13004923 | \$458.23 |
| VENDOR TOTAL: | | | | | \$458.23 |
| PASCAGOULA TIRE AND SERVICE INC | | | | | |
| 69835 | TIRES/UNIT-14781 | 01010070 - 552100 | | 13004938 | \$469.24 |
| VENDOR TOTAL: | | | | | \$469.24 |
| PETTY CASH/ACCOUNTING | | | | | |
| 69749 | FY2013 PETTY CASH CLOSEOUT/ACC | 01002075 - 562600 | | | \$5.00 |
| 69749 | | 01008070 - 550100 | | | \$47.85 |
| 69749 | | 01030075 - 567000 | | | \$25.50 |
| 69749 | | 01030170 - 551900 | | | \$50.73 |
| 69749 | | 01040470 - 550000 | | | \$49.92 |
| VENDOR TOTAL: | | | | | \$179.00 |
| PETTY CASH/POLICE | | | | | |
| 69747 | FY13 PETTY CASH CLOSEOUT/PD | 01011270 - 551900 | | | \$37.57 |
| 69747 | | 01011270 - 552400 | | | \$22.50 |
| VENDOR TOTAL: | | | | | \$60.07 |
| PETTY CASH/RECREATION | | | | | |
| 69748 | FY2013 PETTY CASH CLOSEOUT/REC | 01030170 - 551900 | | | \$17.14 |
| 69748 | | 01030175 - 562600 | | | \$6.99 |
| VENDOR TOTAL: | | | | | \$24.13 |
| PUCKETT MACHINERY COMPANY | | | | | |
| 69758 | REPAIR PARTS/STREET DEPT | 01020175 - 562610 | | 13004874 | \$275.04 |
| VENDOR TOTAL: | | | | | \$275.04 |
| THE SUN HERALD-GULF PUBLISHING CO | | | | | |
| 69761 | NOTICE:TAX LEVY | 01009975 - 558000 | | 13004925 | \$1,664.13 |
| 69765 | NOTICE:TAX LEVY | 01009975 - 558000 | | 13004925 | \$1,664.13 |

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CLAIMS REPORT
WARRANT 100113

| <u>INVOICE#</u> | <u>ITEM DESCRIPTION</u> | <u>ACCOUNT #</u> | <u>PROJECT #</u> | <u>P.O. #</u> | <u>ITEM AMOUNT</u> |
|--------------------------------------|--------------------------------|-------------------|------------------|---------------|--------------------|
| VENDOR TOTAL: | | | | | \$3,328.26 |
| <hr/> | | | | | |
| SUPER SEER CORP | | | | | |
| 69836 | MOTORCYCLE HELMET/PADS | 01010070 - 551500 | | 13004756 | \$541.60 |
| VENDOR TOTAL: | | | | | \$541.60 |
| <hr/> | | | | | |
| TEAM ONE COMMUNICATIONS INC | | | | | |
| 69837 | RADIO REPAIR/POLICE DEPT | 01010075 - 562610 | | 13004844 | \$433.00 |
| VENDOR TOTAL: | | | | | \$433.00 |
| <hr/> | | | | | |
| TRU CATCH TRAPS | | | | | |
| 69861 | ANIMAL CARRIERS/ANIMAL CTRL | 01025070 - 552200 | | 13004551 | \$489.66 |
| 69862 | ANIMAL CARRIERS/ANIMAL CTRL | 01025070 - 552200 | | 13004551 | \$151.98 |
| VENDOR TOTAL: | | | | | \$641.64 |
| <hr/> | | | | | |
| TURF MASTERS | | | | | |
| 69838 | 08/19-09/21 MOWING/ANCHOR SQUA | 01040475 - 562900 | 80000 | 13004940 | \$747.44 |
| 69839 | 08/19-09/21 MOWING/HWY 90 | 01024175 - 562300 | | 13004936 | \$10,395.00 |
| 69840 | 08/19-09/21 MOWING/AGR 2 | 01024175 - 562300 | | 13004936 | \$42,796.30 |
| 69841 | 08/19-09/21 MOWING/AGR 1 | 01024175 - 562300 | | 13004936 | \$21,657.57 |
| 69843 | 09/13 WEED/FERT/PEST CTRL | 01030175 - 562890 | | 13004936 | \$2,806.25 |
| VENDOR TOTAL: | | | | | \$78,402.56 |
| <hr/> | | | | | |
| UNITED STATES POSTMASTER | | | | | |
| 69781 | POST OFFICE BOX RENEWAL FEE | 01011070 - 551000 | | 13004753 | \$160.00 |
| VENDOR TOTAL: | | | | | \$160.00 |
| <hr/> | | | | | |
| WHITEHEAD CONSTRUCTION CO INC | | | | | |
| 69768 | LIMESTONE/PUB WORKS | 01020175 - 562400 | | 13004734 | \$8,129.41 |
| 69768 | LIMESTONE/PUB WORKS | 40067380 - 578400 | | 13004734 | \$8,578.87 |
| VENDOR TOTAL: | | | | | \$16,708.28 |

GRAND TOTAL: \$450,775.63

| | |
|-----------------------------|---------------------|
| GENERAL FUND | \$213,184.61 |
| FIRE INSURANCE REBATE FUND | \$873.45 |
| COMMUNITY DEVELOPMENT FUND | \$82,843.25 |
| PASCAGOULA UTILITIES | \$58,640.51 |
| SOLID WASTE MANAGEMENT FUND | \$204.25 |
| PASCAGOULA GROUP INSURANCE | \$95,029.56 |
| GRAND TOTAL | \$450,775.63 |