

PASCAGOULA CITY COUNCIL
Regular Meeting –Tuesday, September 3, 2013, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Hill

PLEDGE OF ALLEGIANCE:

ADDRESS THE COUNCIL:

- A. Randall & Rene Shaw re: Presentation of Historic Artwork to the City
- B. Kiwanis Club re: Run2Give 5K Sponsorship
- C. Whitney Sumrall with the Gulf Coast Symphony re: Bachtoberfest Alcohol Permit
- D. Whitney Sumrall with the Gulf Coast Symphony re: \$300.00 Sponsorship for Bachtoberfest

PUBLIC HEARING REGARDING THE 2013-2014 BUDGET

CONSENT AGENDA:*

- E. Minutes of recessed regular Council meetings of August 20, 26, 27 & 29, 2013
Recommended Action: adopt and approve minutes of Council meetings of August 20, 26, 27 & 29, 2013.
- F. Minutes of Recreation Commission meeting of July 3, 2013
Recommended Action: acknowledge receipt of minutes
- G. Permission for Michele Coats to travel in a City vehicle with Rebecca Davis to attend the Main Street Economic Restructuring Training in New Albany, MS, September 17, 2013.
Recommended Action: approve request for permission for Michele Coats to travel in a City vehicle with Rebecca Davis to attend the Main Street Economic Restructuring Training in New Albany, MS, September 17, 2013.
- H. Proposals from Sun Herald for legal liner ads and display advertising volume ads
Recommended Action: approve proposals from Sun Herald for legal liner ads at \$.25 per word and display advertising volume contract discount rates as indicated on proposal, according to ad size. The Sun Herald is published daily. These are not exclusive proposals. Authorize the City Manager to execute both proposals.
- I. Award Annual Bid #326 – C900 Water Pipe
Recommended Action: approval to award Annual Bid #326 – C900 Water Pipe to Central Pipe & Supply for 4 inch @ \$2.10/ft, 6inch @ \$4.20/ft, 8 inch @ \$7.30/ft, 10 inch @ \$11.00/ft, and 12 inch @ \$15.52/ft. Contract dates are September 4, 2013 to September 3, 2014, with a one-year renewal option.

- J. Advertise for Annual Bid #328 – Fire Hydrants
Recommended Action: *authorize the City Clerk to advertise for bids for Annual Bid #328 – Fire Hydrants.*
- K. Advertise for Annual Bid #329 - Limestone
Recommended Action: *authorize the City Clerk to advertise for bids for Annual Bid #329 – Limestone.*
- L. Request for Proposals to Operate a Concession Facility at Beach Park
Recommended Action: *authorize the City Clerk to advertise for proposals to operate a concession facility at Beach Park.*
- M. Advertise for Safe Routes to Schools Grant Consultant Proposals
Recommended Action: *authorize the City Clerk to advertise for MS Department of Transportation Safe Routes to Schools Grant consultant proposals. This grant will improve traffic calming infrastructure at Lake, Jackson & Beach Elementary Schools.*
- N. Advertise for Special Purpose Appropriations Project Grant (SPAP) Consultant Proposals
Recommended Action: *authorize City Clerk to advertise for consultant proposals for the Environmental Protection Agency (EPA) SPAP. This grant will improve gravity sewer mains & repair sewer points.*
- O. Acknowledgement of the Special Purpose Appropriations Projects (SPAP) Grant Agreement
Recommended Action: *approve the SPAP grant agreement from the Environmental Protection Agency. This grant will improve gravity sewer mains and repair sewer points. The EPA awarded \$529,000.00 of which the City will provide a 45% or \$239,000.00 match.*
- P. Extension of Building Maintenance Agreement with Diamond Heating & Cooling Services, Inc. for Year 5
Recommended Action: *approve extension of Agreement for “Year 5” @ \$83,010.00, as submitted in original proposal and approved by Council on 9/15/09. Original agreement was for three years with an option to renew for two one-year periods.*
- Q. Fire Department Training Building Design Task Order Modification
Recommended Action: *Approve a modification to the design and construction supervision Task Order 007 with Compton Engineering for an additional cost of \$662.50 to complete revisions to the drawings according to requests made by the FD/City and to coordinate the associated Change Order 3. Previously, the task order allocated \$13,500 for construction supervision. This modification will adjust the total to \$14,162.50. Time required to complete the work is designated on the attached letter recommending the change order. Additional funds are budgeted from Fire Insurance Rebate funds. Authorize the City Manager to execute the relevant documents.*

- R. Fire Department Training Building Change Order No. 3
Recommended Action: approve Change Order No. 3 with GT Development & Contracting, LLC, for an additional cost of \$4,549.00 to complete revisions to the site according to requests made by the FD/City and the attached diagrams. Work generally consists of removal of existing curbing, and additional reinforced concrete paving areas. Additional funds are budgeted from Fire Insurance Rebate funds. Authorize the City Manager to execute the relevant documents.
- S. Extend Janitorial Contract with Fred's Janitorial, LLC
Recommended Action: approval to extend Janitorial Contract for an additional year at the same contract rate of \$9,137.00 per month. Contract dates are October 17, 2013 through October 16, 2014.
- T. Public Water Fluoridation Contract
Recommended Action: approve re-signing of contract and authorize the Mayor to execute documents. Re-signing required due to error in contract price. This is 100% reimbursable through MS Department of Health. Request a manual check to Graham Construction for partial payment of contract.

CITY ATTORNEY

- U. Termination of Collections Contract with Southern Financial Systems, Inc. – Utility Department & Police Department
Recommended Action: approve request to terminate current contracts on 60 day notice and authorize issuance of RFP for new contracts.

FINANCE

- V. Renewal of Flood Insurance for 6 City Locations
Recommended Action: approve renewal of flood insurance for 6 City locations with Hartford Insurance. The renewal cost is \$29,830.00 for Option 2 at current values of insurance. This is an increase from last year of \$2,447.00. If Council wants to increase value of coverage under Option 1, the cost would be \$31,217.00 an increase cost of \$3,834.00 for an additional \$94,700.00 coverage. Option 1 is recommended to increase coverage.
- W. End of Year Budget Amendment – if material is available

HUMAN RESOURCES

- X. Fire Department Secretary II
Recommended Action: authorize the update of current title of the Fire Department Secretary to Fire Department Secretary II; adopt the updated job description and allow a pay grade increase from 104 to 105. The pay grade increase is requested due to additional job duties and responsibilities that have been added to this position.

- Y. Records Data Coordinator
Recommended Action: authorize the update of current title of the Records Data Analyst and Coordinator to Records Data Coordinator; adopt the updated job description and allow a pay grade increase from 104 to 106. The change to the pay grade is requested due to the fact that several duties and responsibilities have been added to this position.
- Z. Annual Group Health Plan Reinsurance (Stop-Loss) Renewal
Recommended Action: approve Group Health Plan Reinsurance renewal through Lockard & Williams Insurance Services. No increase in City or Employee funding required. Contract period will be 10/01/2013 to 09/30/2014. The contract will be submitted for the City Manager's signature following approval of renewal rates. Authorize the City Manager to execute documents upon receipt.
- AA. City of Pascagoula Employees 2014 Voluntary Insurance Program
Recommended Action: approve the City's Employees 2014 Voluntary Insurance Program as recommended by the Insurance Committee.
- BB. Amendment #18 to City of Pascagoula's Employees' Health Care Plan
Recommended Action: approval to amend individual annual maximum benefit limit in compliance with PPACA of 2010 and amend the covered Wellness Benefit allowances to comply with PPACA 2010 as recommended by the Insurance Committee. Authorize the City Manager to execute related documents.

PARKS AND RECREATION

- CC. Revised Bid Award for Point Park Site Improvements – Re-bid
Recommended Action: accept Engineer's recommendation and award the revised base bid schedule #1, 2, 5, 6 & 7 for the construction of Point Park Site Improvements. Re-bid in the amount of \$1,286,183.41 to Knowles Construction, Inc. Accept revised Change Order No. 1 for a decrease in the contract amount for bid schedule 1 of \$19,741.00 for a total project cost of \$1,266,442.41. Authorize the City Manager to execute related documents.

DOCKET OF CLAIMS

- DD. Order for Docket of Claims

EXECUTIVE SESSION – Discussion of possible real property acquisition

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: September 3, 2013

Submitting Department or Individual: Randall & Rene Shaw

Contact Name: _____

Phone: 696-9180

Agenda Topic: Presentation of historic artwork to the City.

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
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*

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: 09/03/2013

Submitting Department or Individual: Community & Economic
Development

Contact Name: Jen Dearman Phone: 228-938-6651

Agenda Topic: Kiwanis Club to Address Council RE: Run2Give 5K Sponsorship

Attach additional information as necessary

Action Requested:

Approve a sponsorship for the Kiwanis Run2Give 5K Benefit Run.

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

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CITY COUNCIL MEETING**

SATURDAY, SEPTEMBER 14TH, 2013 @ 7:45 AM
RIVERFRONT AT FRONT STREET, PASCAGOULA

*ALL PROCEEDS TO BENEFIT THE REAL SOUTH UNITED FC SOCCER CLUB,
DREAM PROGRAM, & OTHER COMMUNITY ORGANIZATIONS.*

RUNNERS/WALKERS REGISTER ONLINE:

beta.active.com/pascagoula-ms/running/run2give-2013

ALSO VISIT OUR FACEBOOK EVENT PAGE:

<https://www.facebook.com/events/563164920414211/>

ONLINE ENTRY FEE

\$25

ENTRY FEE RACE DAY

\$30

KIWANIS OF PASCAGOULA

RUN²
GIVE



5K RUN & FAMILY 1K WALK





AGENDA ITEM REQUEST FORM

Meeting Date: 06/18/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: **Whitney Sumrall of the Gulf Coast Symphony to Address Council RE: Bachtobberfest Alcohol Permit**

Attach additional information as necessary

Action Requested:

Approve the alcohol permit

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

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Exhibit A

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

1. Full name of applicant Gulf Coast Symphony Orchestra
2. Physical address of applicant 11975 Seaway Rd, Ste A130
Gulfport, MS 39503
3. If the applicant is an organization then provide the following information:
 - a. Name, address and telephone number of each principal of the organization.
Gulf Coast Symphony Orchestra, 11975 Seaway Rd, Ste A130
Gulfport, MS 39503 228-896-4276
 - b. Name, address and telephone number of the person who will be presenting the application on behalf of the organization. Whitney Sumrall II, 11975 Seaway Rd.
Ste A130/Gulfport, MS 39507 - 228-896-4276
4. Location of event for which the permit is being requested.
Riverfront - Pascagoula, MS
5. Date and times for which the permit is being requested.
Oct. 19
6. Nature of event to be staged at the location.
Festival - German food Stations
7. Person or parties responsible for the sale or distribution of alcoholic beverages at the proposed event.
Name: Gulf Coast Symphony - contingent on sponsorship
Address: 11975 Seaway Rd., Ste. A130 - Gulfport, MS 39503
Physical Address: _____
Telephone Number: 228-896-4276
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.
In process. Will submit when received.
9. Number of people expected to attend the event. 400+

Exhibit A

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

Whitney Sumrall, 896-4276, 11975 Seaway Rd, Ste. A/30
Gulfport, MS 39503

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 Gulf Coast Symphony Orchestra (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 17th day of July, 2013.

Carol Groen

[Signature]

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, Whitney Sumrall, 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 Whitney Sumrall 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 Gulf Coast Symphony (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 Gulf Coast Symphony (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 17th day of July, 2013.

[Signature]
Applicant

Sworn to and subscribed before me on this the 17th day of July, 2013.

[Signature]
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: 06/18/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Whitney Sumrall of the Gulf Coast Symphony to Address Council RE: Sponsorship for Bachtoberfest

Attach additional information as necessary

Action Requested:

Approve \$300 sponsorship for Bachtoberfest to held on October 19th at the Riverfront.

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

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Bachtoberfest Sponsorship

Saturday, October 19
Riverfront, Pascagoula, MS

__ \$3,000	Biergarten (Bar Sponsor)
__ \$2,500	Dusseldorfer (Band Sponsor)
_x\$2,000	Kinderspielplatz (Children's Area Sponsor)
__ \$1,000	Jubel (Cheers)
__ \$500	Bratwurst
__ \$300	Sauerkraut

BACHTOBERFEST PERKS

Biergarten (Bar Sponsor) Sponsor \$3,000

24 tickets

-One Reserved Table

-Will include name on Banner above Biergarten

-Sell beverages the day of the event

Listing in invitations

Dusseldorfer (Band) Sponsor \$2,500

24 tickets

One Reserved Table

Listing in invitations

Jubel Sponsor \$1,000

20 tickets

One Reserved Table

Listing in invitations

Bratwurst Sponsor - \$500

16 tickets

--Listing in invitations

Sauerkraut Sponsor \$300

8 tickets

-Listing in invitations



Gulf Coast Symphony Orchestra
11975 Seaway Road, Suite A130
Gulfport, MS 39503
Located in the John S. & James L. Knight
NonProfit Center
(228) 896-4276 (GCSO)
(228) 896-4618 Fax
www.gulfcoastsymphony.net



Bachtobberfest

Saturday, October 19, 2013

Riverfront- Pascagoula, MS

11am-2pm

Tickets: \$15 adult \$5 children
(ages 10 & younger)

For tickets and more
information:

228-896-4276



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 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 August 20, 26, 27, and 29, 2013

Attach additional information as necessary

Action Requested:

Approve and adopt minutes of Council meetings of August 20, 26, 27 and 29, 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
				<input type="checkbox"/> Other

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**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 20, 2013, AT 5:00 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, August 20, 2013, at 5:00 p.m. Mayor Pro Tem Jackson called the meeting to order with the following officials present:

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

Mayor H. J. Blevins was absent.

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

Mayor Pro Tem Jackson welcomed everyone to the meeting. After brief comments, Councilman Hill gave the invocation and led the pledge of allegiance.

Mayor Pro Tem Jackson advised the Council would be having an executive session at the beginning of the meeting tonight and then return to the open meeting.

Councilwoman Simkins 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 "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

Councilwoman Simkins made a motion to go into executive session for the purpose of discussing two litigation matters concerning the BP oil spill and the Narcotics Task Force. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE", after which the City Attorney announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated herein. The Council then began the executive session.

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

No action was taken in executive session.

Mayor Pro Tem Jackson recognized the 8 year old Coach Pitch Dixie Youth Regional World Series Champions who recently won the 2013 championship game. The team members received certificates of appreciation and a City of Pascagoula tee shirt. The members are as follows:

Team Members

Max Askew
Aiden Green
Kaden Irving
Keilon Parnell
Red Robinson
Davison Stokes

Fabian Garcia
Mo Gregory
Houston Johnson
Quincy Roberts
Peyton Russell
Cole Tingle

Jimmy Colmer addressed the Council and thanked the City of Pascagoula for the recent assistance when they hosted the Dixie Youth State Tournament. It was a very successful event and brought many people here.

Helene Hicks, President of Jackson County Spay & Neuter, presented Drew Musa, Animal Control Division – Police Department, with a donation of micro-chip scanners for use by the Pascagoula officers. The purpose of the scanners is for each officer to have one in their vehicles at all times so that in the event animals are picked up, they can be scanned at that time. They are donating the scanners for all Animal Control Officers in Jackson County. Mr. Musa and the Council thanked them for the donation.

Etienne Melcher addressed the Council and provided a brief report on Pascagoula Pride. She introduced members who were in attendance and mentioned projects they have been involved in throughout the City. She complimented Steve Jordan, with Turf Masters, and Kevin Hall, Beautification Division, for the Market Street project in which Pascagoula Pride donated \$10,000.00 to see it to completion. She encouraged the Council to look at their wards and see what needs attention. Their group is glad to partnership with the City and Ms. Melcher invited them to attend their membership meeting on November 4, 2013. The Council thanked Pascagoula Pride for all their work since it was created in 1988.

Dave Pettys, representing the VFW, Post # 3373, addressed the Council regarding the smoking ban ordinance and bingo facilities. This item was tabled from the Council meeting of July 23, 2013. Mr. Pettys advised there has been a 15-37% decrease in bingo attendance at the VFW since the smoking ban ordinance became effective on July 18, 2013. They have bingo three nights per week. He requested that bingo facilities be removed from the ordinance. Councilman Hill stated he has talked to members of the American Legion and Elks Lodge and was advised there has not been much change at these locations since the ordinance became effective. Members of the Council encouraged Mr. Pettys to review the historical data, look at the specific dollar impact, and compare this year to last year. Mayor Pro Tem Jackson thanked Mr. Pettys for attending the meeting tonight.

Aimee Barresi, representing Smoke Free Mississippi, addressed the Council regarding her concern about possibly modifying the smoking ban ordinance to remove bingo facilities. She urged the Council not to change the ordinance and noted two public hearings were advertised and held prior to its adoption on June 18, 2013. In conclusion, Ms. Barresi stated there is no redeeming quality to second hand smoke. Mayor Pro Tem Jackson thanked her for attending the meeting tonight.

Danny Robasciotti, 3402 Ingalls Avenue, addressed the Council regarding the Chicot Bayou bulkhead and the need for repairs and/or replacement in some areas. Mr. Robasciotti also spoke on behalf of property owners along the bayou and gave a Power Point presentation to show the damage and repairs needed to the bulkhead. He encouraged the Council to help them correct this problem through a grant or other means. The City Manager requested that Mr. Robasciotti meet with him this week to discuss this complex problem. Mayor Pro Tem Jackson thanked Mr. Robasciotti and the property owners for attending the meeting tonight.

Minutes of Planning Board meeting held on August 14, 2013, are spread on the minutes as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, AUGUST 14, 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, August 14, 2013, at 6:00 P. M.

The following official(s) were present:

- Linda Tillman
- Wesley Smith (Chairman)
- Joseph Odom
- Etienne Melcher
- Stephen Parker (Vice-Chairman)

Official(s) not present:

Alan Wiley

Mike Gilly

Other officials present:

Eddie Williams, City Attorney

Jaci Turner, Planning, Inspections & Engineering Director

Angelia Kimbrough, Permit Tech

A. PUBLIC HEARINGS:

1. Jacquelyn Skelton Bleau

2420 Jackson Ave The property is zoned Single Family Residential 6. The request is for a Special Use permit to operate a cleaning business from the home in a Single Family Residential 6 zone.

Jacquelyn Skelton Bleau was present to explain the application. The application and staff recommendation were presented by Jaci Turner, and a letter was read from Minnie Miller recommending the approval of Ms. Bleau's request to operate her business from the home. After there being no protest, a motion was made by Stephen Parker 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", Stephen Parker "AYE".

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

COUNCIL ACTION:

Councilman Tipton made a motion to "APPROVE" the request of Jacquelyn Skelton Bleau for a special use permit at 2420 Jackson Avenue as recommended by the Planning Board. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

2. Susan McGallagher on behalf of Dr. and Mrs. Donnis Harrison

1615 Beach Blvd. The property is zoned Single Family Residential 10. The request is for a height variance in an SFR 10 zone exceeding the allowable height by approximately 12'-10".

Architect Jim Walker was present to explain the application. The application and staff recommendation was presented by Jaci Turner to approve the height variance to approximately 12'-10" above the allowable, with the understanding that a minor adjustment may be necessary upon completion of final design – as long as the proposed intent is met, staff can approve based on this variance. There being no protest, 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”, Stephen Parker “AYE”.

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

COUNCIL ACTION:

Councilwoman Simkins made a motion to “APPROVE” the request of Susan McGallagher on behalf of Dr. and Mrs. Donnis Harrison for a variance request at 1615 Beach Boulevard as recommended by the Planning Board. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

3. City of Pascagoula

Orchard Road east of Louise St. The property is zoned Single Family Residential 6. The request is to rezone certain land lying generally north of Orchard and East of Louise Street from Single Family Residential 6 to Community Commercial.

Jaci Turner was present to explain the application. A presentation was made supporting the application due to all existing uses being non-conforming, and a public need for a commercial transition between residential and industrial zones. After hearing the staff’s request to approve the map amendment as presented, Ms. Clara Patterson at 3503 Arlington St. spoke regarding whether or not the rezoning would have any effect on her property. Ms. Patterson was assured that her property wouldn’t be affected, but that she had to be notified due to her property being within the 160 ft. range. Mr. Vernon Miller also voiced concerns about a distance that was noted on the legal description regarding his property. Eddie Williams explained that calls on a description to exact corners would supersede any distances referenced. Jaci Turner assured Mr. Miller that she would recheck the description to see if there was an error made, and that she would get back in touch with him to discuss the issue. After there being no protest, a motion was made by Joseph Odom 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”, Stephen Parker “AYE”.

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

COUNCIL ACTION:

Councilman Hill made a motion to approve the request of the City of Pascagoula for a zoning change in an area north of Orchard Road and east of Louise Street as recommended by the Planning Board. The motion was seconded by Councilman Taylor and received the following

vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The following consent agenda was considered at this time:

The first item for consideration were minutes of the Council meetings held on August 6, 13 and 14, 2013, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Tipton made a motion to adopt and approve minutes of the Council meetings of August 6, 13, and 14, 2013, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

Minutes of the Pascagoula Redevelopment Authority meeting of July 16, 2013, were acknowledged by the Council.

The next item for consideration was a banner request for the Pascagoula Men's Club fishing rodeo as recommended by Pat Russell, member of the Pascagoula Men's Club. The banner will be hung at the corner of Pascagoula Street and Highway 90 from August 24, 2013, to September 7, 2013. The event will be held on September 7, 2013, at the Lighthouse Park.

Councilman Tipton made a motion to approve the banner request for the Pascagoula Men's Club fishing rodeo, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

Next for consideration was a request to hang the Bachtobberfest Event banner two weeks in advance to advertise the Gulf Coast Symphony fundraiser as recommended by Jen Dearman, Community and Economic Development Director. The banner will be hung at the welcome sign located on the corner of Highway 90 and Pascagoula Street. The event is October 19, 2013.

Councilman Tipton made a motion to approve the banner request for the Bachtobberfest Event for the Gulf Coast Symphony fundraiser as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The next item for consideration was a request to hang a banner for the Kiwanis Club 5k, Run2Give event as recommended by Jen Dearman, Community and Economic Development Director. The banner will be hung two weeks in advance of the event at the welcome sign located on the corner of Highway 90 and Pascagoula Street. The event is September 14, 2013.

Councilman Tipton made a motion to approve the banner request for the Kiwanis Club 5k, Run2Give event as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The next item for consideration was a request to advertise the resources of the City of Pascagoula for \$100.00 through the HealthWaves Wellness Center and the Ingalls Shipbuilding 2nd Annual 5k Run benefiting Special Olympics of Mississippi as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 17-3-1.

Councilman Tipton made a motion to approve the request to advertise the resources of the City of Pascagoula for \$100.00 through the HealthWaves Wellness Center and the Ingalls Shipbuilding 2nd Annual 5k Run benefiting Special Olympics of Mississippi as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The next item for consideration was a request to amend Exhibit J of the janitorial contract with Fred's Janitorial, LLC, Lucedale, MS, as recommended by Brenda Reed, Asst. City Clerk. The amendment will delete the Operations Department trailer on 14th Street and replace it with two pods (for the Operations Department and Code Enforcement Division) on 14th Street. The monthly fee will increase by \$160.00.

The amendment is spread on the minutes as follows:

Amendment 1

Date of Issuance: August 21, 2013
Contract: Janitorial Service Agreement
Owner: City of Pascagoula
Date of Contract: October 17, 2012
Contractor: Fred's Janitorial, LLC
3242 Dean Nursery Rd, Lucedale, MS 39452

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

Description: Amend Exhibit J of Janitorial Contract to delete operations trailer and replace with two (2) pods (Operations & Code Enforcement).
Attachments: Original Exhibit J and Amended Exhibit J

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$8977.00 monthly

CHANGE IN CONTRACT:

Remove Operations Trailer
Replace with two (2) Pods (Operations – Building A & Code Enforcement – Building B) to Janitorial Contract

Address location: 4015 14th Street

Increase resulting from this Amendment:
\$160.00 monthly

Contract Price incorporating this Amendment:
\$ 9137.00 monthly

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

Accepted:

By: _____
Fred's Janitorial, LLC

Date: _____

Date: _____

The amended Exhibit J is spread on the minutes as follows:

Exhibit J (AMENDED)

OPERATIONS (BUILDING A) & CODE ENFORCEMENT (BUILDING B) PODS
(4015 14th Street – directly behind Planning, Inspections & Engineering
and Property Maintenance Building (beside Operations Trailer)

(A) THREE (3) TIMES PER WEEK DUTIES:

1. Empty the wastebaskets and replace wastebasket liners as needed, place all garbage in the outside bin provided by the City.
2. Sweep and vacuum all floors.
3. Mop the floors.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.

(B) WEEKLY DUTIES:

1. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(C) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.

3. Clean all blinds.
4. Clean inside window ledges, or as needed.
5. Clean baseboards, or as needed.

(D) SEMI-ANNUAL DUTIES:

1. Shampoo all carpets.

Councilman Tipton made a motion to approve the request to amend Exhibit J of the janitorial contract with Fred's Janitorial, LLC, as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

(Approved 8-20-13)

(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 for the Beach Promenade Project with Sumrall's Construction Company as recommended by Jaci Turner, Planning, Inspections & Engineering Director. Ms. Turner advised this will allow for an alternate installation of lights at the east end of the project and add quantities to circuit wiring at the west end of the project. The alternate on the east end will remove a circuit and add LED lights to the end of the existing circuit. When the project was bid, Ms. Turner stated that it was not cost effective, but pricing has changed, and this alternate will reduce operating costs of the lighting system. The additional wiring at the west end is due to a discovery that the existing circuit extends farther than anticipated, and additional wiring is needed to serve lights beyond the project limits. The cost share will be 80% MDOT funds, 20% local funds for the increase of \$6,468.00, which remains within the originally budgeted funds because the bids were lower than anticipated.

Councilman Tipton made a motion to approve Supplemental Agreement No. 1 for the Beach Promenade Project with Sumrall's Construction Company as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

(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 for a manual check to J. O. Collins Contractor, Inc., Biloxi, MS, for Pay Application No. 4 on the Round Island Lighthouse Restoration Project – Phase 3: Restoration/Reconstruction of Lighthouse, as recommended by

Jen Dearman, Community and Economic Development Director, and Compton Engineering, Inc. The amount of Pay Application No. 4 is \$53,529.65.

Councilman Tipton made a motion to approve the request for a manual check for payment to J. O. Collins Contractor, Inc. for Pay Application No. 4 on the Round Island Lighthouse Restoration Project – Phase 3: Restoration/Reconstruction of Lighthouse as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 MEMA Mitigation Grant Program, Project Applications for the McCool Buyout (project title) as recommended by Jen Dearman, Community and Economic Development Director. The documents are spread on the minutes as follows:

**MEMA MITIGATION GRANT PROGRAM
PROJECT APPLICATION – GENERAL**

TO: Mississippi Emergency Management Agency
FROM: Applicant: City of Pascagoula
RE: Project Title: McCool Buyout

MAINTENANCE AGREEMENT

The City of Pascagoula (*city, town, county*), Mississippi, as the Subgrantee, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin.

The purpose of this Maintenance Agreement is to make clear the Subgrantee's maintenance responsibilities following project award, and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

I am duly authorized by Pascagoula City Council (*governing body of the Subgrantee*) to execute this Maintenance Agreement.

Signature: _____ Date (m/d/yyyy): 08/20/2013

Printed Name: Joseph R. Huffman

Title: City Manager

**MEMA MITIGATION GRANT PROGRAM
PROJECT APPLICATION – ACQUISITION**

TO: Mississippi Emergency Management Agency
FROM: Applicant: City of Pascagoula
RE: Project Title: McCool Buyout

CERTIFICATE OF ACQUISITION CONDITIONS

I, Joseph R. Huffman (*name*), City Manager (*title*),
the duly authorized representative of the Applicant, the City of Pascagoula
(*city, town, county*), do hereby certify that each owner of property listed in this grant application
has been contacted and has voluntarily expressed a willingness to participate in the proposed
acquisition of his or her property.

The City of Pascagoula (*city, town, county*) understands that any and all property
acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program
will be maintained by the Applicant or approved designee and shall be governed by guidelines set
forth in federal regulations, summarized below [44 CFR Sec. 206.434(d)], unless otherwise
approved by the Mississippi Emergency Management Agency and the Federal Emergency
Management Agency as part of the grant application.

Acquisition projects are eligible for assistance only if the applicant/subgrantee agrees to certain
conditions. Please check the following to indicate that you have read and accept the conditions:

- Acquired property may be re-used for allowable open space, recreational, and wetland
management uses. Such uses include parks for outdoor recreational activities, nature reserves,
cultivation, grazing, camping (except where adequate warning time is not available to allow
evacuation), temporary storage in the open of wheeled vehicles that are easily movable
(except mobile homes), unimproved and pervious parking lots, and buffer zones. Other uses
must be explicitly approved by FEMA, including reforestation, stormwater management, and
as part of other flood control or management purposes.

**MEMA MITIGATION GRANT PROGRAM
PROJECT APPLICATION – ACQUISITION**

- The deeds of acquired property will include a specific restrictive covenant specifying that the properties shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices.
- The deeds of acquired property will include a specific restrictive covenant specifying that no new structures will be built on the properties except a public rest room or a public facility that is open on all sides and functionally related to a designated open space or recreational use, or a structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which FEMA explicitly approves in writing before the construction begins. Any new structure shall comply with the local floodplain management ordinance and building code, and shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.
- Future disaster assistance will be not be provided for damage associated with any acquired property, even for damage that would otherwise be eligible under FEMA's Public Assistance program (such as damage to a public rest room or recreation facility).

Certified this 20th day of (mm/yyyy) 08/2013 :

Signature: _____

Printed Name: Joseph R. Huffman

Title: City Manager

**HAZARD MITIGATION GRANT APPLICATION CERTIFICATION AND
AUTHORIZATION**

Hazard Mitigation Grant 1604 Mitigation MS # _____

Hazard Mitigation Grant Title: McCool Buyout

The undersigned does hereby submit this Hazard Mitigation Grant application for financial assistance and certifies that the applicant will fulfill all grant requirements. The undersigned also commits to provide the cash or in-kind match identified in our grant application.

*Signature: _____ Date: 08/20/2013

Title: City Manager

*Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant.

Councilman Tipton made a motion to approve the MEMA Mitigation Grant Program, Project Applications for the McCool Buyout (project title) as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill

and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 Change Order No. 2 to the contract with J. O. Collins Contractor, Inc., Biloxi, MS, for the Round Island Lighthouse Restoration Project – Phase 3: Restoration/Reconstruction of Lighthouse, as recommended by Jen Dearman, Community and Economic Development Director. The change order extends the contract time by 34 days to account for unforeseen scheduling from Change Order No. 1 and weather delays. There are no additional costs. The Council previously approved 22 days out of this 34 day extension during the August 6, 2013, meeting.

Councilman Tipton made a motion to approve Change Order No. 2 to the contract with J. O. Collins Contractor, Inc. for the Round Island Lighthouse Restoration Project – Phase 3: Restoration/Reconstruction of Lighthouse, as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 Brownfield Assessment Grant consultant selection as recommended by Jen Dearman, Community and Economic Development Director. Ms. Dearman advised that the Selection Committee’s recommendation is to select PPM Consultants, Mobile, AL, for professional services related to the Brownfield Assessment Grant based on the review of proposals we received. The project description is grant management activities, environmental assessments, remediation, and related activities associated with the recently EPA-awarded Brownfield Community-wide Assessment Grant.

Councilman Tipton made a motion to approve the selection of PPM Consultants for professional services related to the Brownfield Assessment Grant as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 Memorandum of Understanding with the Mississippi Department of Transportation (MDOT) for the Jackson Elementary Safe Routes to School Project (#SRSP-0370-00(025) LPA/106706-401000) in Pascagoula as recommended by

Jen Dearman, Community and Economic Development Director. This grant is for \$120,000.00 with a \$9,000.00 local match and a \$15,000.00 match being provided by Jackson County.

Councilman Tipton made a motion to approve the Memorandum of Understanding with MDOT for the Jackson Elementary Safe Routes to School Project in Pascagoula as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

(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 acknowledge the approval letter for the 2014 DUI Grant funds from the Mississippi Department of Public Safety for \$51,048.32 as recommended by Jen Dearman, Community and Economic Development Director. No match is required.

Councilman Tipton made a motion to acknowledge the approval letter for the 2014 DUI Grant funds from the Mississippi Department of Public Safety for \$51,048.32 as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

(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 Anchor Square Tenant Lease – Unit I between Casey Martin (Pin-Up Spa & Boutique) and the City of Pascagoula as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Tipton then made a motion to approve the Anchor Square Tenant Lease for Unit I between Casey Martin (Pin-Up Spa & Boutique) and the City of Pascagoula as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

(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 Anchor Square Tenant Lease – Unit C between Krista Reed and Ashley Verrett (Zeal Boutique) and the City of Pascagoula as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Tipton then made a motion to approve the Anchor Square Tenant Lease for Unit C between Krista Reed and Ashley Verrett (Zeal Boutique) and the City of Pascagoula as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 Anchor Square Tenant Lease – Unit E between Melinda Mack-Safford (Is That Velvet Cupcakes) and the City of Pascagoula as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Tipton then made a motion to approve the Anchor Square Tenant Lease for Unit E between Melinda Mack-Safford (Is That Velvet Cupcakes) and the City of Pascagoula as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

(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 authorization for travel for Mayor Blevins to attend the Mississippi Municipal League (MML) Board of Directors quarterly meetings on September 20, 2013, January 29, 2014, and June 22, 2014, as presented by Joe Huffman, City Manager. The Mayor has been appointed as a member of the 2013-2014 Board of Directors for MML and travel must be authorized and noted in the minutes.

Councilman Tipton made a motion to authorize travel for Mayor Blevins to attend the MML Board of Directors quarterly meetings on September 20, 2013, January 29, 2014, and June 22, 2014, as presented. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 8-20-13)

Next for consideration was a request to authorize the City Clerk to advertise and receive proposals for the annual automotive maintenance contract for a twelve (12) month period with a one-year renewal option as recommended by Police Chief Kenny Johnson. The proposal will be as follows:

**REQUEST FOR PROPOSALS
AUTOMOTIVE MAINTENANCE AND REPAIRS**

Notice is hereby given that the City of Pascagoula intends to contract the services of a qualified and experienced mechanic and body shop to provide the services described herein under a one (1) year contract with an optional renewable of twelve months not to exceed five (5) years that assures timely and professional vehicle maintenance, to include the furnishing of equipment, parts, material and labor to perform all mechanical repairs, electrical repairs and minor body work for city vehicles.

Vendors interested in providing the required services are solicited to provide a proposal that shall include the following:

1. Qualifications and experience of the employees, as well as certificates of mechanical knowledge, equipment and labor capabilities;
2. Labor rates, repair time turn-around, parts jobber plus percentage rate;
3. A description of similar type work completed during the past five (5) years which qualifies the vendor for this project;
4. All proposal envelopes should contain the name of the proposal, **Automotive Maintenance and Repairs**, business license number, sender's name, mailing address, and telephone number on the face of the envelope.

All proposals shall be submitted in a sealed envelope addressed to the City Clerk of the City of Pascagoula, Mississippi. If a proposal is submitted by mail, the post office address of the City Clerk is P.O. Drawer 908, Pascagoula, Mississippi 39568-0908. If a proposal is hand delivered, the street address of the City clerk is 603 Watts Avenue, Pascagoula, Mississippi 39567-4220. Please submit one (1) original and three (3) copies of your proposal.

All proposals should be submitted to the City Clerk of the City of Pascagoula, Mississippi, at her office located at 603 Watts Avenue, Pascagoula, MS, during legal office hours until **FRIDAY, SEPTEMBER 13, 2013 at 2:00 P.M.**, at which time all proposals will be publicly opened and proposers' names read aloud in the Council Room at City Hall.

All proposal envelopes shall be marked **“SEALED PROPOSAL FOR AUTOMOTIVE MAINTENANCE AND REPAIRS TO BE OPENED AT 2:00 P.M. ON FRIDAY, SEPTEMBER 13, 2013”**, and if any envelope is not so marked, any proposal contained therein will not be considered.

For more information pertaining to this proposal, please contact the Purchasing Agent at 630 Delmas Avenue, during legal office hours. The phone number is (228 938-6722).

WITNESS MY HAND AND OFFICIAL SEAL of the City of Pascagoula, Jackson County, Mississippi, this the _____ day of August, 2013.

CITY OF PASCAGOULA, MISSISSIPPI

BY: _____

Brenda J. Reed, Assistant City Clerk

Councilman Tipton made a motion to authorize the City Clerk to advertise and receive proposals for the annual automotive maintenance contract for a twelve (12) month period with a one-year renewal option as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

Next for consideration was a request from Steve Mitchell, Operations Manager, to approve a bid award for Annual Bid #325 – backflow preventers as follows:

- approve and accept low bid (3/4 inch backflow preventers @ \$25.38 each) to Southern Pipe, Gulfport, MS,
- approve and accept low bid (1 inch backflow preventers @ \$47.45 each) to H.D. Supply, Gulfport, MS.

The contract dates are August 21, 2013, through August 20, 2014, with a one-year renewal option.

Councilman Tipton made a motion to:

- approve and accept low bid (3/4 inch backflow preventers @ \$25.38 each) to Southern Pipe, Gulfport, MS,
- approve and accept low bid (1 inch backflow preventers @ \$47.45 each) to H.D. Supply, Gulfport, MS.

The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The following new business items were considered at this time.

The first item for consideration was an Ordinance to amend Section 2-141 of the Code of Ordinance to restore Civil Service protection to certain employees of the Police and Fire Departments as recommended by Eddie Williams, City Attorney. After comments, the Council then considered the following Ordinance:

**ORDINANCE NO. 8-2013
CITY OF PASCAGOULA, MISSISSIPPI**

AN ORDINANCE TO AMEND SECTION 2-141 OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO DELETE SUBSECTION (e) WHICH ELIMINATED CIVIL SERVICE COVERAGE FOR ALL EMPLOYEES WHO ARE NOT CERTIFIED LAW ENFORCEMENT OFFICERS, OR CERTIFIED FIREMEN; AND FOR RELATED PURPOSES

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA,
MISSISSIPPI:**

SECTION 1. Section 2-141 of the Code of Ordinances of the City of Pascagoula, Mississippi, is amended as follows:

- (a) The provisions of MCA 1972, §§ 21-31-1—21-31-27, relating to the establishment of a civil service commission for members of the full-paid fire and police departments, shall be extended under the authority of MCA 1972, § 21-31-3 to include all full-paid employees in all departments of the city except for the following: All employees in the bargaining unit represented by the American Federation of State, County, and Municipal Employees, Local Union No. 1944, and those employees holding the positions of city engineer, public utilities/works director, parks/recreation director, city clerk, senior engineer, comptroller, administrative secretary, purchasing agent, grants coordinator, personnel director, tax and permit officer, street superintendent, natural gas superintendent, building official, property maintenance superintendent, Keep America Beautiful coordinator, museum curator (formerly curator/special events coordinator), senior citizens coordinator, assistant public utilities/works director, ERF plant superintendent, ERF mechanic I, ERF mechanic II, ERF operator I, ERF operator II, ERF operator helper, management information systems director, senior administrative secretary, legal secretary, water system superintendent, sewer system superintendent, planning coordinator, enterprise specialist, chief deputy clerk/secretary, program director, athletic director, assistant comptroller, utilities business manager, economic development and tourism director and human resources director.
- (b) The civil service commission shall immediately make suitable rules and regulations not inconsistent with the provisions of MCA 1972, §§ 21-31-1—21-31-27, relating to civil service, in order that all full-paid employees in all departments of the city except for the employees exempted in subsection (a) of this section shall be subject to civil service, and such commission is instructed to take all necessary steps to properly implement civil service coverage for such employees as soon as possible.

- (c) Those persons, if any, holding the positions of utility maintenance superintendent (formerly water and sewer maintenance superintendent), public utilities director, comptroller, purchasing agent, grants coordinator, personnel director, city engineer, tax and permit officer, street superintendent (formerly street/property maintenance superintendent), building official, Keep America Beautiful coordinator (formerly contract services/KAB coordinator), museum curator (formerly curator/special events coordinator), senior citizens coordinator (formerly senior citizens and cultural arts coordinator) and utilities business manager as of August 6, 1991, shall continue to be covered by civil service until they cease holding such positions or any other civil service position to which they may be demoted or involuntarily transferred. Any persons employed in such positions after the holders thereof as of August 6, 1991, if any, cease to hold such positions shall not be covered by civil service. Also, those persons, if any, holding the positions of legal secretary and utility maintenance superintendent as of October 21, 1997, shall continue to be covered by civil service until they cease holding such positions or any other civil service position to which they may be demoted or involuntarily transferred. Any persons employed in such positions after the holders thereof as of October 21, 1997, if any, cease to hold such positions shall not be covered by civil service.
- (d) The prior extension of civil service coverage under this section, pursuant to MCA 1972, § 21-31-3, to employees other than full-paid members of the fire and police departments is hereby withdrawn; provided, however, that any employee who is covered by such prior extension on July 5, 2000, shall continue to be so covered as long as he remains continuously employed by the city.

SECTION 2. In order for the benefits of this ordinance to be realized as soon as possible, the same shall become effective immediately upon passage.

The above Ordinance was introduced in writing by Councilwoman Simkins, seconded for adoption by Councilman Tadlock, and the motion received the following vote: Mayor Blevins "ABSENT".

Mayor Pro Tem Jackson voted "AYE", Councilman Hill voted "AYE", Councilwoman Simkins voted "AYE", Councilman Tadlock voted "AYE", Councilman Taylor voted "AYE", and Councilman Tipton voted "AYE".

Passed this the 20th day of August, 2013.

APPROVED:

/s/ Freddy Jackson
Freddy Jackson, Mayor Pro Tem

ATTEST:

/s/ Brenda J. Reed
Brenda J. Reed, Asst. City Clerk

(S E A L)

The next item for consideration was a request for renewal of flood insurance for eight City locations with Wright National Flood Insurance Company, St. Petersburg, FL, through Hancock Insurance Agency, Pascagoula, MS, at a premium cost of \$6,156.00 for Option A, as recommended by Jeane Bull, Assistant Comptroller. This is an increase of \$271.00 over last year. The insurance renewals under Option A will keep us FEMA compliant. Option B will be an increase of \$501.00 for an additional \$42,800.00 in coverage. A brief discussion followed.

Councilman Taylor then made a motion to approve Option B for the renewal of flood insurance for eight City locations with Wright National Flood Insurance Company through Hancock Insurance Agency. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

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

At this time, Valerie Moore, Human Resources Director, requested authorization to change the current title of Museum/Special Events Coordinator to Community Events Coordinator and requested approval of the new job description. She advised that the museum duties have been reallocated to another position within the Parks & Recreation Department. This position will handle city-wide community events and was recommended in the Pascagoula Master Plan for the Parks & Recreation Department in October 2012.

The proposed job description is spread on the minutes as follows:

Community Events Coordinator

DEPARTMENT: Parks & Recreation	LABOR GRADE: 109
EXEMPT(Y/N): Yes	POSITION CODE:
REPORTS TO: Parks & Recreation Director	

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This position is responsible for planning, coordinating, and directing community activities and special events in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Strategically develops, plans, and implements various special events for the community with ongoing evaluation of current events and potential development of new events to build community pride and increase economic development opportunities throughout the City.
- Develops, plans, and oversees seasonal/holiday special community events including but not limited to the Children's Mardi Gras Parade, Downtown Easter Parade, Easter Egg Hunt, Flashlight Easter Egg Hunt, July 4th fireworks, Trunk-r-Treat, Christmas Decorations, Christmas Parade, and Christmas tree lighting.
- Serves as City liaison to private groups for special community events including but not limited to the Live Oak Arts Festival (LOAF), Krebs Cemetery Tour, Sounds by the Sea, and Blessing of the Fleet to coordinate City services.
- Develops and monitors the budget for scheduled community events.
- Documents and prepares reports related to activities and events.
- Works closely with volunteers, coordinates volunteer activities to execute various programs and activities for the city.
- Works closely with Main Street Director to ensure events are carried out appropriately and meet the Main Street Promotions Point Approach.
- Serve on the Main Street Promotions Committee to gain business input and aid in event development strategy.
- Works closely with Public Relations and Sponsorship Coordinator to ensure proper advertising coverage.
- Any other duties assigned by the Community and Economic Development Director.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position does not supervise any employees.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent and graduation from an accredited college with a bachelor's degree in a related field or a combination of 2-5 years of education and experience that results in the required knowledge, skills, and abilities including event planning and coordination. Past experience organizing public events and budget development and administration is essential.

SPECIAL QUALIFICATIONS:

Computer proficiency in MS Word, Excel, and Outlook is required; previous experience with MUNIS software is preferred. Excellent organizational skills are essential to effectively develop, plan, and manage a wide variety of special events and activities. The ability to work independently, plan, organize and execute assignments with minimum supervision, but also with accountability to superiors. Knowledge of public relations and promotional methods and procedures is essential. A valid Mississippi driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret complex documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one and small group setting. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential. Exceptional interpersonal skills are required to develop and maintain strong working relationships with volunteers, co-workers, and the public.

PHYSICAL DEMANDS:

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

Work requires periods of sustained sitting, standing, and walking and the ability to see, speak, and hear. Work requires physical activity and occasional light lifting. Requires the use of hands and fingers to input data into computer and move materials for special events.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The majority of work is performed in a well-lit, climate controlled, and adequately ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Occasionally, outdoor work is required when attending special events and functions.

Councilwoman Simkins made a motion to approve the change of the current title of Museum/Special Events Coordinator to Community Events Coordinator and approve the new job description as recommended. The motion was seconded by Councilman Tadlock.

Comments were then given by Joe Stout, Chairman of the Main Street Board, Frank Corder, and Steve Loper, wherein they expressed concerns regarding the recommendation to change the Main Street Director's position which is currently held by Rebecca Davis. Mr. Stout noted that the board members and volunteers do not support this change and felt it would not be in the best interest of Pascagoula's award winning Main Street Program. Several Council members stated they have considered all of the comments regarding this matter.

After discussion, the vote on the motion to approve the change of the current title of Museum/Special Events Coordinator to Community Events Coordinator and the new job description was as follows: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-20-13)

The next item for consideration was a Resolution regarding a Mutual Aid Agreement with the City of Gautier for deployment of Pascagoula's S.W.A.T. Team and Training Assistance as recommended by Police Chief Kenny Johnson. The Resolution is spread on the minutes as follows:

RESOLUTION

WHEREAS, the Police Department for the City of Pascagoula has developed and trained a Special Weapons and Tactics Team (S.W.A.T.) to deal with highly volatile situations involving law enforcement matters; and

WHEREAS, the City of Gautier does not have such a team and has expressed a desire to enter into a Mutual Aid Agreement with the City of Pascagoula whereby the City of Gautier may call upon the Pascagoula Police Department's S.W.A.T. Team for assistance when needed; and

WHEREAS, House Bill 35, which was signed into law by the Governor of the State of Mississippi on March 27, 2002, provides in pertinent part as follows:

“The governing authorities of any incorporated municipality within Jackson County, in their discretion, may provide municipal equipment, manpower and other municipal services and resources...to one or more other incorporated municipalities within Jackson County which are adjacent to and share a corporate municipal boundary...upon such terms and conditions as may be mutually agreed upon by the governing authorities of such municipalities...”; and

WHEREAS, the City Council of the City of Pascagoula does hereby find that a Mutual Aid Agreement of the type sought by the City of Gautier, which would not only allow our S.W.A.T. Team to assist their Police Agency in times of need, but would also afford an avenue for the training of Police Officers from the City of Gautier in the use of special weapons and tactics as a means for the City of Gautier to eventually acquire its own team, will be mutually beneficial to the citizens of both communities:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Mutual Aid Agreement as set forth in the document attached hereto and incorporated herein by reference as an exhibit to this resolution is hereby approved in all of its particulars.

SECTION 2. The Chief of Police for the City of Pascagoula is authorized and directed to execute the aforesaid document to be effective immediately upon approval by the City Council for the City of Gautier.

SECTION 3. All of the statements made in the preambles to this resolution are incorporated by reference into the Mutual Aid Agreement that is attached as an exhibit and the same are found to be true and correct as stated hereinabove.

The above Resolution was introduced by Councilman Tadlock, seconded for adoption by Councilwoman Simkins, and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor Pro Tem then declared the Resolution adopted on the 20th day of August, 2013.

The Mutual Aid Agreement referred to herein is spread on the minutes as follows:

MUTUAL AID AGREEMENT

This Mutual Aid Agreement (Agreement) is being entered into by the cities of Pascagoula and Gautier, Mississippi, by and through their respective Police Departments (Pascagoula Agency and Gautier Agency). The parties are authorized to enter into this Agreement pursuant to House Bill 35, which was approved by the Governor of the State of Mississippi on March 27, 2002. That legislation allows municipalities within Jackson County to “provide municipal equipment, manpower, and other municipal services and resources...to one or more other incorporated municipalities within Jackson County which are adjacent to and share a corporate municipal boundary...”.

Based on the foregoing authority the parties now mutually covenant, contract and agree as set forth herein below.

1. The Pascagoula Agency has developed a special weapons and tactics team (S.W.A.T. Team) which has been in effect for approximately one year and consists of eleven highly trained members. The Gautier Agency does not have such a team on its roster at this time.
2. Pascagoula Agency agrees to make available to the Gautier Agency, on a call basis, members of the Pascagoula Agency’s S.W.A.T. Team to respond to situations in the City of Gautier for which such officers are specially trained. Such response will be on the basis of equipment and manpower available at the time of the call to make the response. At all times when responding to a call by the Gautier Agency, the Pascagoula Agency S.W.A.T. Team shall remain under and respond to the command structure of the Pascagoula Agency. The Gautier Agency shall exercise no control or authority over the Pascagoula Agency’s S.W.A.T. Team when that team is deployed to the City of Gautier.
3. Pascagoula Agency hereby agrees to accept from the Gautier Agency any of its members that it desires to train for the ultimate purpose of forming a S.W.A.T. Team at the Gautier Agency. The parties acknowledge that the Pascagoula Agency’s S.W.A.T. Team holds training sessions in the City of Pascagoula, and elsewhere as needed, on a monthly basis. The Pascagoula Agency shall furnish to the Gautier Agency the dates and times of all

such training sessions and will allow the Gautier Agency's designees to attend and participate in such training sessions.

4. Gautier Agency understands and agrees that the responsibility for equipping any of their designees for such training shall be borne by the Gautier Agency. Any equipment or supplies belonging to the Pascagoula Agency's S.W.A.T. Team that may be used by the Gautier Agency's designees for training purposes shall remain the exclusive property of the Pascagoula Agency's S.W.A.T. Team.
5. Gautier Agency also acknowledges and agrees to be fully responsible for its designees during their training with the Pascagoula Agency's S.W.A.T. Team and further acknowledges that the Pascagoula Agency does not accept any responsibility, or liability, whatsoever for any injuries that might be sustained by the Gautier Agency's designees during the training exercises. While the Gautier Agency's designees are in training, they will respond to the designated training officer for the Pascagoula Agency's S.W.A.T. Team.
6. As part of the training process, the Pascagoula Agency will notify the Gautier Agency in the event of a mission for the Pascagoula Agency's S.W.A.T. Team in the City of Pascagoula, or elsewhere, so that the Gautier Agency's designees may participate in the response and thereby gain actual experience in the use of the weapons and tactics used by the Pascagoula Agency's S.W.A.T. Team. In the event that the Gautier Agency elects to deploy its designees on a mission with the Pascagoula Agency's S.W.A.T. Team outside the corporate boundaries of the City of Gautier, then in such event, Gautier Agency acknowledges that their designees shall be responsive to the command structure of the Pascagoula Agency's S.W.A.T. Team.
7. Nothing in this Mutual Aid Agreement shall be construed as an attempt by either Agency to create a Multi-Agency S.W.A.T. Team. The parties agree that this is a Mutual Aid Agreement only and that they will cooperate to effect its purpose for the benefit of the citizens of Gautier as well as the citizens of Pascagoula. Nothing in this Agreement binds either Agency to provide services upon demand; however, both Agencies shall cooperate with one another to respond to calls for assistance as quickly and efficiently as possible.
8. Gautier Agency acknowledges that there will be significant benefit to be achieved by allowing its designees to train with the Pascagoula Agency's S.W.A.T. Team. The

Gautier Agency further acknowledges that there are other avenues for training its designees and that such other training as may be recommended by the Pascagoula Agency's S.W.A.T. Team will be at the expense of the Gautier Agency and at its sole election.

9. Each Agency shall be responsible for any disciplinary measures that might need to be taken against its own officers who are participating in this Mutual Aid Agreement.
10. The participating Agencies recognize that this Mutual Aid Agreement has been sanctioned by their respective City Councils and that the same can be terminated by either Council at its sole discretion. The initial term for this Mutual Aid Agreement shall be one year from the date of approval by the City Council which last approves the Agreement. Thereafter, the Agreement will be renewed annually on its anniversary date unless the same is otherwise terminated by affirmative action taken by either City Council. No modifications of this Agreement shall be allowed unless reduced to writing and approved by the City Councils for each Agency.

WITNESS THE SIGNATURES of the respective Agencies by their duly authorized Chiefs of Police.

CITY OF PASCAGOULA

By: _____
Kenny Johnson

Date: _____

CITY OF GAUTIER

By: _____
Dante Elbin

Date: _____

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

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

ORDER

WHEREAS, the attached docket of claims for the period of August 2, 2013, through August 16, 2013 has been presented to the City Council for allowance and approval; and

WHEREAS, the below claim numbers 07-03-01, 07-19-02, and 07-03 have also been presented to the City Council for allowance and approval:

<u>July 3, 2013</u>		<u>Claim # 07-03-01</u>
010	General Fund	\$ 492,457.78
400	Pascagoula Utilities	22,539.72
480	Solid Waste	<u>555.89</u>
	Total	<u>\$ 515,553.39</u>

<u>July 19, 2013</u>		<u>Claim # 07-19-02</u>
010	General Fund	\$ 486,754.17
400	Pascagoula Utilities	21,881.11
480	Solid Waste Mgmt.	444.71
093	Hurricane Isaac	<u>307.75</u>
	Total	<u>\$ 509,387.74</u>

<u>Miscellaneous Claim</u>		<u>Claim # 07-03</u>
1000	City Share FICA	\$ 49,631.70
1100	City Share Medicare	11,607.32
7000	City Share PERS	<u>126,112.89</u>
	Total	<u>\$ 187,351.91</u>

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 Hill, seconded for adoption by Councilman Tipton, and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor

“AYE”, and Tipton “AYE”. The Mayor Pro Tem then declared the Order adopted on the 20th day of August, 2013.

General comments were held which included the recent Ward 3 town meeting, flood insurance meeting with Congressman Steven Palazzo, and a public meeting on drainage with the Corps of Engineers last week.

There being no further business to come before the Council at this time, Councilman Tadlock made a motion to recess until Monday, August 26, 2013, at 5:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins “ABSENT”. Mayor Pro Tem Jackson “AYE”. Councilmen Hill “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.

The meeting ended at 7:22 p.m.

APPROVED:

Freddy Jackson, Mayor Pro Tem

Burt Hill, Councilman – Ward 4

Brenda Simkins, Councilwoman at Large

Larry Taylor, Councilman – Ward 1

David Tadlock, Councilman – Ward 3

Scott Tipton, Councilman – Ward 5

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
MONDAY, AUGUST 26, 2013, AT 5:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the City Hall in a recessed regular meeting on Monday, August 26, 2013, at 5:00 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 Jackson and the pledge of allegiance was led by Councilman Taylor.

Mayor Blevins announced that there is one item on the consent agenda that needs action and then the Council will discuss the FY 2014 proposed budget.

Jen Dearman, Community and Economic Development Director, requested approval of an agreement with MEMA for a Hazard Mitigation Grant Application Certification and Authorization form for Elevation Project 2013.

Councilman Tipton made a motion to approve an agreement with MEMA for a Hazard Mitigation Grant Application Certification and Authorization form for Elevation Project 2013 and authorize the City Manager to execute the related documents. 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 8-26-13)

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

Mayor Blevins thanked everyone involved in the budget process on behalf of himself and the City Council. Joe Huffman, City Manager, gave a special thanks to Bobby Parker, City Clerk/Comptroller, for his work in preparing the proposed budget. They gave an overview of the budget and discussed the following:

- Tax rate (millage rate to remain at 39.55)
- Rates and charges
- Use of fund balances
- Utility Fund debt service
- New positions (3)
- Salary adjustments – COLA/merit increases
- Health insurance
- Revenues: ad valorem tax, occupancy tax, state distributed revenues
- Capital outlay expenditures
- Expenditures – General Fund
- Agency requests
- Expenditures – Utility Fund
- Revenues and Appropriations
- Budget summary

The Council requested clarification on several budget items. Mayor Blevins also suggested any additional questions or concerns should be emailed to the City Manager. They can be discussed at the next budget session scheduled for Tuesday.

There being no further business to come before the Council tonight, Councilwoman Simkins made a motion to recess until Tuesday, August 27, 2013, at 5:00 p.m. to transact such business as may lawfully come before the Council. 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”.

The meeting ended at 7:01 p.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 27, 2013, AT 5:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the City Hall in a recessed regular meeting on Tuesday, August 27, 2013, at 5:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

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

Councilwoman Brenda Simkins – absent

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 Tadlock and the pledge of allegiance was led by Mayor Blevins.

(Councilwoman Brenda Simkins arrived at 5:04 p.m.)

Mayor Blevins stated that the Council appreciates the level of cooperation from the City staff as they work through the budget during their first term of office.

The Council then discussed the FY 2014 proposed budget and received information regarding a five percent reduction in the budget. Members of the Executive Management Team discussed their departmental budgets with the Council. A lengthy question and answer session followed. Additional information was requested on several items.

There being no further business to come before the Council tonight, Councilman Hill made a motion to recess until Thursday, August 29, 2013, at 1:00 p.m. to transact such business as may lawfully come before the Council. 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".

The meeting ended at 7:13 p.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
THURSDAY, AUGUST 29, 2013, AT 1:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the City Hall in a recessed regular meeting on Thursday, August 29, 2013, at 1:00 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 - absent
Councilman Scott Tipton - absent

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 Jackson and the pledge of allegiance was led by Councilman Hill.

Mayor Blevins made opening comments regarding the FY 2014 proposed budget. He advised that a public hearing is scheduled for Tuesday, September 3, 2013, at 6:00 p.m. during the Council meeting, and there is still a lot of work to be done today on the budget.

(Councilman Tadlock arrived at 1:14 p.m.)

(Councilman Tipton arrived at 1:16 p.m.)

A lengthy question and answer session followed with the Council and City staff. A detailed discussion was held on several issues which included capital outlay items, projects, compensation matters, new positions, etc. In conclusion, some changes were recommended and will be incorporated into a new version of the budget. The Council would like to review this revised document prior to the meeting Tuesday night.

(Councilman Tadlock left the meeting at 5:21 p.m.)

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

The meeting ended at 5:30 p.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Recreation Commission Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes of Recreation Commission meeting on July 3, 2013 as approved by the Pascagoula Recreation Commission on August 7, 2013.

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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PASCAGOULA RECREATION COMMISSION
MEETING JULY 3, 2013

Mike McElhaney opened the meeting at 6:00 pm.

Paul Hembree made the motion to approve the June minutes as presented. Al Brimm seconded the motion. The motion passed unanimously.

A resignation from Scott Tipton effective June 26, 2013 was presented to the Commission. Al Brimm made the motion to accept Scott's resignation. Michael Tillman seconded the motion. The motion passed unanimously.

Old Business:

Hotel Tax: Darcie reported that \$971,079.50 has been collected as of June 20, 2013 (since November 2005). Darcie stated June revenues were \$11,333.33. The new total after projects that have been completed is \$255,011.77. Darcie informed the Commission that the City Council accepted their recommendation to allocate \$100,000 of the hotel tax funding toward the project at the Point. The new total after projects will be \$155,011.77.

Lowry Island Update: Darcie informed the Commission that the revised scope of work to focus efforts to the development of the East side of Lowry Island has been approved by the MS Development Authority. Compton Engineering is working on the revised design and environmental work that needs to be completed.

Point Project: Darcie informed the Commission that the bids have been awarded for the Point to Knowles Construction by the City Council on July 2, 2013 in the amount of \$1.315 million. The bid was awarded contingent upon agency approval as we are waiting on final approvals from the Secretary of State's office as well as CIAP (Coastal Impact Assistance Program).

New Business:

League Financial Statements: There was discussion over the need for local leagues to provide financial statements to the Parks and Recreation Department. Al asked to table the item until next month so Darcie could check with Scott Tipton to see the reason for his original request for the City to oversee the statements.

League Tournament Requests: Darcie asked the Commission for their opinion on a request by the baseball league to pick up trash on Friday and Saturday for the U8 State Baseball Tournament starting on July 12, 2013. The league also requested the City to rent a portable restroom trailer for the duration of the tournament when normal protocol is to rent port-o-lets.

Al Brimm made the motion to remind the City Council that the Recreation Commission is their recommending body for recreation issues and anyone needing assistance should first talk to the Parks and Recreation Department staff. If the citizen or group does not feel there is an appropriate resolution to an issue, the Recreation Commission should next consider the issue and make a recommendation to the City Council. Paul Hembree seconded the motion. The vote passed unanimously.

Darcie asked the Commission's opinion about the City ordering a portable restroom trailer for the Dixie Youth State Tournament starting July 12th. There was discussion about the ADA needs being met by using portable ADA units. There was also discussion about Pascagoula residents using port-o-lets during league play. The Commission also feels that if the City paid the \$3500.00 for the unit for this tournament, they would need to do so for Girls Softball and Soccer when tournaments were held. The Commission said this would be a costly annual expense. James Prisock made the motion to use port-o-lets as planned for the Dixie Youth State Tournament scheduled to start July 12th. Al Brimm seconded the motion. The vote passed unanimously.

Program Information: Darcie noted several events happening in the next few months including:

Swimming Lessons

Line Dancing on Tuesdays at 6:30pm

July 4th Fireworks

Soccer Camp, July 1-3

Outdoor Adventure Camp, July 29- Aug 1

Football Camp, July 29-Aug 1

Football and Cheerleading Registration, August 1-7

Mike McElhaney commended the staff for a job well done in regards to the Scranton Museum Re-opening held on June 14th. He also reminded the Commission that Ann Burgo has retired and she will be missed by all.

Darcie also noted that the following members notified her of their absence: Johnny Olsen is on a family vacation.

There being no other business, Al Brimm made a motion to adjourn the meeting at 7:08 pm. James Prisock seconded the motion. The motion passed unanimously.

The next meeting will be held at 6:00 pm on August 7, 2013 at the Pascagoula Recreation Center.

/s/s Darcie S. Crew

Darcie S. Crew, Secretary

Members present:

Mike McElhaney, Chairman
Paul Hembree, Vice Chairman
Al Brimm
James Prisock
Mike Tillman
Becky Fulton

Members absent:

Melinda Mitchell
Jay Spradlin
Tommy Dorsey
Johnny Olsen



AGENDA ITEM REQUEST FORM

Meeting Date: August 20,2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

Agenda Topic: Permission for Michele Coats to travel in City vehicle with Rebecca Davis to attend Main Street Economic Restructuring training in New Albany, MS on September 17, 2013.

Attach additional information as necessary

Action Requested:

Approve

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

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AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Proposals from Sun Herald for legal liner ads and display advertising volume ads

Attach additional information as necessary

Action Requested:

Approve proposals from Sun Herald for legal liner ads at \$.025 per word and display advertising volume contract discount rates as indicated on proposal, according to ad size. Sun Herald is published daily. These are not exclusive proposals. Authorize City Manager to execute both proposals.

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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SunHerald MultiMedia



City of Pascagoula

Attn: Robin Wood
Brenda Reed

Proposal: Display advertising volume contract rate

Effective dates: 9/1/13 through 8/31/14

Up to 99" - \$42.67 per inch

Minimum 100" - 15% discount = \$36.27 per inch

Minimum 250" - 18% discount = \$34.99 per inch

Minimum 500" - 20% discount = \$34.14 per inch

Rates are based on black and white only. Additional color charges apply. These rates apply to all retail and employment display advertising.

Advertising Director
Shannon Wall

Date

City Manager
Joe Huffman

Date

SunHerald MultiMedia



City of Pascagoula

Attn: Robin Wood
Brenda Reed

Proposal: Legal Liner Ads

Effective dates: 9/1/13 through 8/31/14

\$.025 per word - (Current rate is \$.05)

Rate of \$.025 is extended based on Sun Herald receiving all liner ads from the City of Pascagoula.

Advertising Director
Shannon Wall

Date

City Manager
Joe Huffman

Date



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Public Works

Contact Name: Steve Mitchell

Phone: 938-7758

Agenda Topic: Award Annual Bid #326 - C900 Water Pipe

Attach additional information as necessary

Action Requested:

Council approval to award Annual Bid #326 - C900 Water Pipe to Central Pipe & Supply of Pearl, MS for 4 inch @ \$2.10/ft, 6 inch @ \$4.20/ft, 8 inch @ \$7.30/ft, 10 inch @ \$11.00/ft, and 12 inch @ \$15.52. Contract dates are September 4, 2013 to September 3, 2014 with a one-year renewal option.

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 checked="" 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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Tabulation Sheet
C900 Water Pipe - Bid #326
Bid Opening Thursday, August 15, 2013
2:00 P.M.

<u>VENDORS</u>	<u>PRICE PER FOOT</u>				
	<u>4 inch</u>	<u>6 inch</u>	<u>8 inch</u>	<u>10 inch</u>	<u>12 inch</u>
Faulkner Pipe & Supply Co	_____	_____	_____	_____	_____
Hanson Heidelberg Cement Group	_____	_____	_____	_____	_____
Central Pipe & Supply	<u>\$ 2.10</u>	<u>\$ 4.20</u>	<u>\$ 7.30</u>	<u>\$ 11.00</u>	<u>\$ 15.52</u>
Consolidated Pipe & Supply	<u>\$ 2.15</u>	<u>\$ 4.30</u>	<u>\$ 7.45</u>	<u>\$ 11.25</u>	<u>\$ 15.60</u>
Empire Pipe	_____	_____	_____	_____	_____
Ferguson	_____	_____	_____	_____	_____
G & C Supply	_____	_____	_____	_____	_____
H D Supply	_____	_____	_____	_____	_____
Keeling Company	_____	_____	_____	_____	_____
MS Utility Supply	<u>\$ 2.80</u>	<u>\$ 5.60</u>	<u>\$ 9.67</u>	<u>\$ 14.52</u>	<u>\$ 20.49</u>
McJunkin Redman Corporation	_____	_____	_____	_____	_____
Rockford Partners Development Group, LLC	_____	_____	_____	_____	_____
Port City Pipe	_____	_____	_____	_____	_____
Sankay Meador Supply Company, Inc.	_____	_____	_____	_____	_____
Southern Pipe & Supply	<u>\$ 2.27</u>	<u>\$ 4.53</u>	<u>\$ 7.83</u>	<u>\$ 11.76</u>	<u>\$ 16.60</u>



Tabulation Sheet
C900 Water Pipe - Bid #321
Bid Opening Thursday, June 28, 2012
2:00 P.M.

<u>VENDORS</u>	<u>PRICE PER FOOT</u>				
	<u>4 inch</u>	<u>6 inch</u>	<u>8 inch</u>	<u>10 inch</u>	<u>12 inch</u>
Faulkner Pipe & Supply Co	_____	_____	_____	_____	_____
Hanson Heidelberg Cement Group	_____	_____	_____	_____	_____
Central Pipe & Supply	_____	_____	_____	_____	_____
Consolidated Pipe & Supply	_____	_____	_____	_____	_____
Empire Pipe	_____	_____	_____	_____	_____
Ferguson	_____	_____	_____	_____	_____
G & C Supply	_____	_____	_____	_____	_____
H D Supply	_____	_____	_____	_____	_____
Keeling Company	_____	_____	_____	_____	_____
MS Utility Supply	_____	_____	_____	_____	_____
McJunkin Redman Corporation	_____	_____	_____	_____	_____
Rockford Partners Development Group, LLC	_____	_____	_____	_____	_____
Port City Pipe	_____	_____	_____	_____	_____
Sankay Meador Supply Company, Inc.	_____	_____	_____	_____	_____
Southern Waterworks Supply, Inc.	_____	_____	_____	_____	_____

Superior Pipe & Supply	_____	_____	_____	_____	_____
U S Filter Distribution Group, Inc.	_____	_____	_____	_____	_____
Summit Pipe & Supply of MS. Inc.	_____	_____	_____	_____	_____
Nordan Contracting	_____	_____	_____	_____	_____
Hemphill Construction	_____	_____	_____	_____	_____
Eutaw Construction	_____	_____	_____	_____	_____
MBA Enterprises	_____	_____	_____	_____	_____
Vellano Bros., Inc.	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

RECOMMENDATION TO CITY COUNCIL FOR BID AWARD

BID ITEM: C900 Water Pipe – Annual Bid # 326

BID OPENED: Thursday, August 15, 2013 @ 2:00P.M.

BIDDERS:

	<u>Price Per Foot</u>				
	<u>4 inch</u>	<u>6inch</u>	<u>8inch</u>	<u>10inch</u>	<u>12inch</u>
Central Pipe & Supply	\$2.10	\$4.20	\$7.30	\$11.00	\$15.52
Consolidated Pipe	\$2.15	\$4.30	\$7.45	\$11.25	\$15.60
MS Utility Supply	\$2.80	\$5.60	\$9.67	\$14.52	\$20.49
Southern Pipe & Supply	\$2.27	\$4.53	\$7.83	\$11.76	\$16.60

NEEDED:

WHERE: Various City Locations

WHY: Maintain City Water Pipes

BUDGETED: 40067270-552820 - \$120,000.00 – Water Line Repair & Maintenance

TYPE BID: Legally advertised

PUBLICATION DATES: Monday, July 29, 2013 and Monday, August 5, 2013

REMARKS: Our current bid is with Consolidated Pipe & Supply of Pascagoula, MS with a price of \$1.95/ft for 4” pipe, \$3.85/ft for 6”, & \$6.65/ft for 8” pipe, \$10.05/ft for 10” and \$14.15/ft for 12” pipe. Contract ended on July 17, 2013.

DEPARTMENT HEAD RECOMMENDATION: I recommend awarding the bid to Central Pipe & Supply of Pearl, MS at a price of \$2.10/ft for 4” pipe, \$4.20/ft for 6”, & \$7.30/ft for 8” pipe, \$11.00/ft for 10” and \$15.52/ft for 12” pipe. Contracts dates will be September 4, 2013 to September 3, 2014 with a one-year renewal option.

DEPARTMENT HEAD

CITY MANAGER RECOMMENDATION: () CONCUR () DO NOT CONCUR

CITY MANAGER



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Public Works

Contact Name: Steve Mitchell

Phone: 938-7758

Agenda Topic: Advertise for Annual Bid #328 - Fire Hydrants

Attach additional information as necessary

Action Requested:

Council approval to authorize City Clerk to advertise for Annual Bid #328 - Fire Hydrants.

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 checked="" 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	

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AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Public Works

Contact Name: Steve Mitchell

Phone: 938-7758

Agenda Topic: Advertise for Annual Bid #329 - Limestone

Attach additional information as necessary

Action Requested:

Council approval to authorize City Clerk to advertise for Annual Bid # 329 - Limestone

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: September 3, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 938-2356

Agenda Topic: Request for Proposals to Operate a Concession Facility at Beach Park

Attach additional information as necessary

Action Requested:

Authorize the City Clerk to advertise for proposals to operate a concession facility at Beach Park.

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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Publications: Monday, September 9, 2013 and Monday, September 16, 2013

**PROFESSIONAL SERVICES FOR CONCESSION OPERATION AND SALES
CITY OF PASCAGOULA
PARKS AND RECREATION DEPARTMENT
PASCAGOULA, MISSISSIPPI**

DESCRIPTION

The City of Pascagoula is requesting proposals for professional services for concession operations and sales for the City of Pascagoula, Beach Park Concession. The vendor/operator will be required to operate one (1) concession facility, purchase inventory for sales, provide personnel to handle sales and shall be responsible for accounting, sales tax collection and reporting.

The Pascagoula Beach Park Concession is located at 600 City Park St., Pascagoula, Mississippi. The park is located immediately north of the Gulf of Mexico and includes a playground area, splashpad, pavilions and picnic areas and restrooms.

All proposals should be submitted to the City Clerk of the City of Pascagoula, Mississippi, at her office located at 603 Watts Avenue, Pascagoula, MS, during legal office hours until **Thursday, September 26, 2013 at 2:00 P.M.**, at which time all proposals will be publicly opened and proposers' names read aloud in the Council Room at City Hall.

All proposals shall be submitted in a sealed envelope addressed to the City Clerk of the City of Pascagoula, Mississippi. If a proposal is submitted by mail, the post office address of the City Clerk is P. O. Drawer 908, Pascagoula, MS 39568-0908. If a proposal is hand-delivered, the street address of the City Clerk is 603 Watts Avenue, Pascagoula, MS 39567-4220. Please submit one (1) original and three (3) copies of your proposal.

All proposal envelopes shall be marked **“SEALED PROPOSAL FOR PROFESSIONAL SERVICES FOR CONCESSION OPERATION AND SALES TO BE OPENED AT 2:00 P.M. ON THURSDAY, September 26, 2013** and if any envelope is not so marked, any proposal contained therein will not be considered.

All proposal envelopes should contain the firm's name, mailing address, and telephone number on the face of the envelope and also specify the name of the proposal item.

PURPOSE

The purpose is to operate one concession facility located at the Pascagoula Beach Park for recreational and special events as requested by the City of Pascagoula Parks and Recreation Department and on a daily basis at hours to be determined by negotiation.

SCOPE OF SERVICES

Vendors are requested to submit proposals to provide professional services for concession operation and sales for all food services at the City of Pascagoula Beach Park Concession. The complex consists of one concession facility but does not include equipment. The City of Pascagoula anticipates approximately 50 pavilion rental days from May-August including family reunions, birthday parties, summer day camp field trips to the park, hundreds of citizens on weekends enjoying time with family and friends; and City of Pascagoula hosted special events including Sounds by the Sea and the 4th of July Celebration. Vendors are requested to submit menu with pricing, proposed hours of operation, past concession operation, and concessionaire qualifications. The concession menu and pricing shall be mutually agreed upon among the vendor and the City of Pascagoula. The City of Pascagoula anticipates revenue derived from a percentage (%) of gross sales to be accounted and paid on a weekly basis.

REQUIREMENTS

The successful Vendor (hereinafter Vendor) shall be experienced in concession operations and shall have a minimum of two (2) years experience in providing services similar to those required for these concession operations. Vendor shall submit a list of references, with phone numbers, pertaining to previous experience with concession operations.

The Vendor shall meet all requirements of the State and Jackson County Health Departments and shall provide evidence of such compliance. This shall include, but not be limited to, periodic reviews by the Health Department(s) and immediate remedy of any and all deficiencies cited by the Health Department(s) and attendance at Health Department food preparation, sales and sanitation classes. Vendor shall submit to the Parks and Recreation Department, copies of all Health Department notices, licenses, permits and correspondence.

The Vendor shall have Liability Insurance in an amount not less than \$500,000.00 and shall submit a Certificate of Liability Insurance that names the City of Pascagoula as an additional insured on such Policy. Vendor shall be responsible for all required permits, licenses, and taxes, regarding concession operations, applicable for the City of Pascagoula and the State of Mississippi.

The Vendor shall provide the following equipment for operation of the concession stand. Sno-cone machine, upright freezer, upright refrigerator, hot dog warmer, nacho cheese warmer, nacho warmer, popcorn popper, microwave, and ice maker.

INVENTORY, INSPECTION, CLEANING AND REPAIRS

Prior to commencing operations, the Parks and Recreation Department, along with the Vendor, will conduct an inventory and inspection of the facility. It shall be the responsibility of the Vendor to regularly clean the facility and the areas used by the

Vendor including the daily cleaning of the restrooms, deck, and surrounding areas. Periodically, the Parks and Recreation Department will conduct inspections to determine if the rooms are being adequately and regularly cleaned. Should any repairs to the structure be necessary, the Vendor shall immediately notify the Parks and Recreation Department.

TERM AND TERMINATION

The Vendor shall begin operations upon issuance of a Notice to Proceed, estimated to be approximately November 1, 2013 and continue through October 31, 2014, at which time, by mutual agreement between the Vendor and the City of Pascagoula, the agreement may be renewed for a one (1) year term ending October 31, 2015. Each year thereafter, by mutual agreement between the Vendor and the City of Pascagoula, the agreement could be renewed for successive one (1) year terms, ending on October 31, each year. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party.

SUGGESTED GUIDELINES FOR ORGANIZATION OF PROPOSAL

A. Cover Letter

1. Address letter to the Director of Parks and Recreation, City of Pascagoula.
2. Summarize your interest in and understanding of the required services.

B. Cover Sheet

C. Contents

D. Past Experience

1. Review the firm's experience on similar concession operations.
2. Include a brief review of other operations that include:
 - a) Scope of concessions operated
 - b) Revenues and fees
 - c) Location
 - d) Owner's name and phone number
 - e) Number of years or seasons operated
 - f) Any other pertinent information

E. Approach

1. Review the approach proposed for providing these services.
2. Review any suggested additions to the scope of services.
3. Indicate the location of the firm's office where the services will be managed.

F. Firm Qualifications

1. Describe the qualifications of the firm's members with respect to the required Scope of Services.
2. Include lists of similar operations completed, or on-going by the firm, and references including phone numbers.

3. Include educational and financial background.

G. Revenue and Profit Projection

1. State percentage of gross sales to be paid to the City.

H. Additional Information

1. Include any information deemed pertinent that has not been included elsewhere in the proposal.

I. Submit Proof of Liability Insurance

J. Provide Financial Statement

NOTE: Proposers are encouraged to use their own format within the guidelines suggested above.

PROPOSAL EVALUATION

A selection committee will evaluate the proposals using the following criteria:

Past Concession Experience	25%
Record of related concession operations	
Ability to operate during the time frames required	
Approach	20%
Proposed approach to operations	
Type of menu to be provided	
Ability to meet time line outlined in the Scope of Services	
Qualifications	20%
Qualifications, experience and competence of the assigned personnel	
Revenue and Profit Projection	30%
Estimated revenues paid to the City of Pascagoula	
Overall benefit to the City of Pascagoula	
Overall Responsiveness of the Proposal	5%
Proof of liability insurance	
Financial Statement	
Additional information	

The committee will evaluate all proposals meeting the requirements of this request for proposals. Following the evaluation, using the above criteria, the committee will rank the firms and recommend a firm for approval by the City Council.

Contact for Proposal Information

Any questions or request for further information should be directed to Darcie Crew, Parks & Recreation Director, 2935 Pascagoula Street, Pascagoula, MS 39567, 228 938-2356.

WITNESS MY HAND AND OFFICIAL SEAL of the City of Pascagoula, Jackson County, Mississippi, this the _____ day of _____.

CITY OF PASCAGOULA, MISSISSIPPI

BY: _____
Brenda J. Reed, Assistant City Clerk



AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Authority to Advertise for Safe Routes to Schools Grant Consultant Proposals

Attach additional information as necessary

Action Requested:

Authorize City Clerk to advertise for Mississippi Department of Transportation Safe Routes to Schools Grant consultant proposals. This grant will improve traffic calming infrastructure at Lake, Jackson, and Beach Elementary Schools.

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 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



AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Authority to Advertise for Special Purpose Appropriations Project Grant (SPAP) Consultant Proposals

Attach additional information as necessary

Action Requested:

Authorize City Clerk to advertise for consultant proposals for the Environmental Protection Agency (EPA) SPAP. This grant will improve gravity sewer main and repair sewer points.

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 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*

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AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Acknowledgement of the Special Purpose Appropriations Projects (SPAP) Grant Agreement

Attach additional information as necessary

Action Requested:

Acknowledge the SPAP grant agreement from the Environmental Protection Agency (EPA). This grant will improve gravity sewer main and repair sewer points. The EPA awarded \$529,000 of which the City will provide a 45% or \$239,000 match.

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 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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00D01712 MODIFICATION NUMBER: 0 PROGRAM CODE: XP	DATE OF AWARD 07/01/2013
		TYPE OF ACTION New	MAILING DATE 07/08/2013
		PAYMENT METHOD: Reimbursement	ACH# 40482
RECIPIENT TYPE: Municipal		Send Payment Request to: Natalie Ellington, Water Protection Division (404) 562-9453	
RECIPIENT: City of Pascagoula P.O. Drawer 908 Pascagoula, MS 39568 EIN: 64-6000949		PAYEE: City of Pascagoula P.O. Drawer 908 Pascagoula, MS 39568	
PROJECT MANAGER Steve Mitchell P.O. Drawer 908 Pascagoula, MS 39568 E-Mail: smitchell@cityofpascagoula.com Phone: 228-938-6623		EPA PROJECT OFFICER Renea Hall 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: hall.renea@epa.gov Phone: 404-562-8397	
EPA GRANT SPECIALIST Shevella Wilson Grants and Audit Management Section E-Mail: wilson.shevella@epa.gov Phone: 404-562-8414			
PROJECT TITLE AND DESCRIPTION Congressionally Mandated Projects This action approves an award to the City of Pascagoula for a project located in the Pascagoula Watershed (Hydrologic Unit Code 03170006) to provide residents with a more reliable wastewater system. The City will use funds to rehabilitate 15,000 linear feet of existing 6-inch and 8-inch diameter sewer main and the lining of approximately 20 existing sewer manholes. The United States Environmental Protection Agency issued a Categorical Exclusion on November 28, 2012.			
BUDGET PERIOD 04/01/2013 - 08/31/2014	PROJECT PERIOD 04/01/2013 - 08/31/2014	TOTAL BUDGET PERIOD COST \$529,000.00	TOTAL PROJECT PERIOD COST \$529,000.00
NOTICE OF AWARD			
Based on your Application dated 08/22/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$290,950. EPA agrees to cost-share 55.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$290,950. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Water Protection Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shirley White Grayer - Chief - Grants & Audit Management Section - Grants Management Officer			DATE 07/01/2013

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 290,950	\$ 290,950
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 238,050	\$ 238,050
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 529,000	\$ 529,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	FY 2009 Omnibus Appropriations Act (PL 111-8)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1304VX3015	11	E4	04V0SM5	202B51	4183			290,950
									290,950

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$13,225
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$57,000
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$458,775
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$529,000
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$529,000
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip <u>45.00%</u> Fed <u>55.00%</u>)	\$529,000
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$290,950

Administrative Conditions

1. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES

The costs of professional engineering and any other professional services contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 40 CFR 31.36(b)-(k). The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the minimum standards for procurement.

2. PROCUREMENT FOR CONSTRUCTION

The cost of construction contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 40 CFR 31.36(b)-(k) and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the minimum standards for procurement.

3. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

5. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

6. HISTORIC PROPERTIES

The recipient agrees to consult with the appropriate State Office in the identification and evaluation of any pre-1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The recipient agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed, or which satisfy the criteria for eligibility for listing (36 CFR 60.4), in the National Register of Historic Places.

7. PROVISIONS

The provisions of the "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY 2009 Appropriations Act" dated July 27, 2009, (enclosed) is incorporated herein by reference.

8. SUSPENSION AND DEBARMENT - ALL RECIPIENTS

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

9. THIRD PARTY FUNDS OR SERVICES CONDITION

This offer is made contingent upon EPA receipt and review of evidence that firm commitments for all sources of required matching share for this EPA grant are in effect prior to advertising for bids on the project. This contingency includes third party sources where third parties are in any manner furnishing funds or services which will be used as required matching share for this EPA grant. No payments will be made by EPA under this assistance agreement until EPA has received and reviewed the requested documentation.

10. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (55%) of total allowable program/project costs or the total funds awarded, whichever is lower.

11. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rgn=div5&iew=text&node=2:1.2.11.11.2&idno=2>.

12. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

13. TRAFFICKING VICTIM PROTECTION ACT OF 2200 (TVPA) AS AMENDED (22 U.S.C. 7104(g))

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
- b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in

effect; or use forced labor in the performance of the award or subawards under the award.

14. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

15. FULLY FUNDED EARMARKS

For fully funded agreements based on an earmark: EPA is fully funding this assistance agreement based on the terms of a congressional earmark. If future earmarks are not provided for this project and recipient, supplemental funding for this project is not guaranteed.

16. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

17. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to www.fsr.gov.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsr.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received--
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the

Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration Central Contractor Registration/System for Award Management profile available at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

- i. in the subrecipient's preceding fiscal year, the subrecipient received--
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18. CENTRAL CONTRACTOR REGISTRATION /SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, air share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals

negotiated with EPA by the **MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY** as follows:

MBE: CONSTRUCTION N/A; SUPPLIES 7.70%; SERVICES 1.10%; EQUIPMENT 6.80%
WBE: CONSTRUCTION N/A; SUPPLIES 3.40%; SERVICES 2.20%; EQUIPMENT 5.10%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in

paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to:

Grants Management Office
U.S. Environmental Protection Office
AFC, 61 Forsyth Street
Atlanta, GA 30303

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

20. PAYMENT METHODS

a. The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

Automated Standard Application for Payments (ASAP)

The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If your organization uses multiple bank accounts for EPA grants/cooperative agreements, you must enroll in ASAP. If you are interested in receiving funds electronically via ASAP, please complete the ASAP Initiate Enrollment form located at <http://www.epa.gov/ocfo/finservices/forms.htm> and email it to LVFC-grants@epa.gov or fax it to LVFC at 702-798-2423

Under this payment mechanism, the Recipient initiates, via ASAP, an electronic payment request which is approved or rejected based on the amount of available funds authorized by EPA in the Recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2485, or by visiting www.fms.treas.gov/asap.

Electronic Funds Transfer (EFT)

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain your organization's banking information from your System for Award Management (SAM) registration. Upon completion of required Regional training, a Las Vegas Finance Center Representative will send you an email message with your EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at (702) 798-2485, or by visiting <http://www.epa.gov/ocfo/finsservices/payinfo.htm>

NOTE: If your banking information is not correct or changes at any time prior to the end of your agreement, please update your SAM registration and notify the EPA Las Vegas Finance Center as soon as possible so the new banking information can be retrieved. This is vital to ensure proper and timely deposit of funds.

b. In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

21. AWARD ACCEPTANCE LANGUAGE

Based on your Application dated 08/22/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost share **55.00%** of all approved budget period costs incurred, up to and not exceeding total federal funding of \$290,950. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

22. CIVIL RIGHTS OBLIGATIONS

GENERAL

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with

disabilities by entities receiving Federal financial assistance; and

- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI - LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

Programmatic Conditions

For Special Appropriations

**Construction Project
EPA Grant No. XP-00D01712**

1. The grantee agrees to follow procedures contained in the most current edition of the EPA Region 4, A Special Appropriations Projects (SPAPs) Grant Procedures Workbook (online workbook at <http://www.epa.gov/region4/water/gtas/specialappropriations.html>).
2. The grantee shall follow all requirements under 40 CFR § 31.36 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of Part 31.36(i) contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids.
4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant.
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction.
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the State's NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a semi-annual progress report beginning with the award of this grant and a final report pursuant to 40 CFR § 31.40. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks. This report may be as brief as one page, or for grant for construction an invoice of work performed that time period, so long as all the requested information is provided. The items listed below should be addressed, as appropriate:

Semi-Annual Progress Report Outline
for
Special Appropriations Grants

Grant Number: _____
Grantee Name: _____
Project Name: _____

Grantee's Authorized Representative: _____

- a. What work was accomplished for this reporting period?
- b. What problems, if any, were encountered?
- c. If a problem was encountered, what action was taken to correct it?
- d. Is the project work on schedule?
 - (a) This reporting period?
 - (b) For the project?
- e. If the project is not on schedule, what is proposed for a revised schedule?

- f. Does the new schedule require a time extension?
- g. Is there a change in the Grantee's Authorized Representative or any of the key contacts?

9. The EPA, and its delegated representatives, shall have access to the project work site and project records at all times.

10. The grantee has to obtain EPA approval for pre-award costs occurring on or after October 1st in the year of the appropriations related to land acquisition costs including surveys, appraisals, options, associated administrative work, etc. for the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

11. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.

12. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA to obtain reimbursement.

13. The grantee is encouraged to utilize environmentally preferable practices in the course of procuring goods and services under this grant. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect of human health and the environment. Consideration of environmentally preferable practices should be consistent with price, performance, availability, and safety conditions. Examples include:

- General construction: Adding ranking factors or contract language for construction contracts for the contractor to: adopt practices reduce idling of construction equipment, use clean diesel fuels in construction equipment, install emissions retrofits equipment, repower construction equipment engines, etc. More information on environmentally preferable practices for construction projects can be found at: www.epa.gov/cleandiesel/construction/strategies.htm, www.epa.gov/cleandiesel/construction/whatyoucando.htm, and <http://www.epa.gov/otaq/retrofit/verif-list.htm>.

- Construction of buildings: Adding ranking factors or contract language for the contractor to include green building techniques such as: designing for energy and water efficiency, using green building products, etc. More information on environmentally preferable practices for greener buildings can be found at: <http://www.epa.gov/greenbuilding> and <http://www.wbdg.org>.

- Electronics equipment: Adding ranking factors or contract language for EnergyStar® features and EPEAT-registered electronics products when procuring electronics equipment. Also consider adding factors concerning buy-back or end-of-life programs that dispose of electronics in an environmentally safe manner. More information on preferable practices for electronics equipment can be found at: <http://www.epeat.net/Companies.aspx>, <http://www.epa.gov/wastewise/pubs/wwwupda14.pdf>, and <http://www.epa.gov/reg3wcmd/pdf/pcrecycling601.pdf>.

- A/E Services and Construction Services: Adding a ranking factor or contract language that gives preference to firms that have an environmental management system (EMS) in-place or a partner in EPA's Performance Track Program demonstrating their commitment to improving the environment through their place of work. More information on EMS and Performance Track can be found at: www.epa.gov/ems and www.epa.gov/performance-track.

Grantees will report any environmentally preferable practices undertaken in the semi-annual progress reports. The information reported will be used to track EPA's progress in reducing our environmental impacts.

14. The grantee is encouraged to improve the environmental performance of their water and wastewater facilities by developing an environmental management system (EMS). More information specific to implementing an EMS for water, wastewater, and biosolids facilities can be found at: <http://www.epa.gov/ems/initiatives/water.htm>.

15. **SUFFICIENT PROGRESS**

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

16. **ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

17. **MINIMUM MATCHING SHARE REQUIREMENT**

This award and the resulting federal funding share of **55%** as shown under "Notice of Award" above is based on estimated costs requested in the recipient's application dated 8/22/2012. While actual total costs may differ than those estimates, the recipient is required to provide no less than 45% of the final total allowable program/project costs (outlays). EPA's participation shall not exceed the total amount of federal funds awarded or the maximum federal share for this program of 55% of the final total allowable program/project costs.



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Extension of Building Maintenance Agreement with Diamond Heating & Cooling Services, Inc. for Year 5

Attach additional information as necessary

Action Requested:

Approve extension of Building Maintenance Agreement with Diamond Heating & Cooling Services, Inc. for "Year 5" @ \$83,010.00, as submitted in original proposal and approved by Council on 9/15/09. Original agreement was for three years with an option to renew for two one-year periods. Copy of concurrence letter attached.

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*

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



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



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: (Authorized Representative) Kay J. Kelly

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: September 3, 2013

Submitting Department or Individual: Fire Department

Contact Name: Robert O' Sullivan

Phone: 938-6823

Agenda Topic: Fire Department Training Building Design Task Order Modification

Attach additional information as necessary

Action Requested:

Approve a modification to the design and construction supervision Task Order 007 with Compton Engineering for an additional cost of \$662.50 to complete revisions to the drawings according to requests made by the FD/City and to coordinate the associated Change Order 3. Previously, the task order allocated \$13,500 for construction supervision. This modification will adjust the total to \$14,162.50. Time required to complete the work is designated on the attached letter recommending the change order. Additional funds are budgeted from Fire Insurance Rebate funds. Authorize the City Manager to execute the relevant documents.

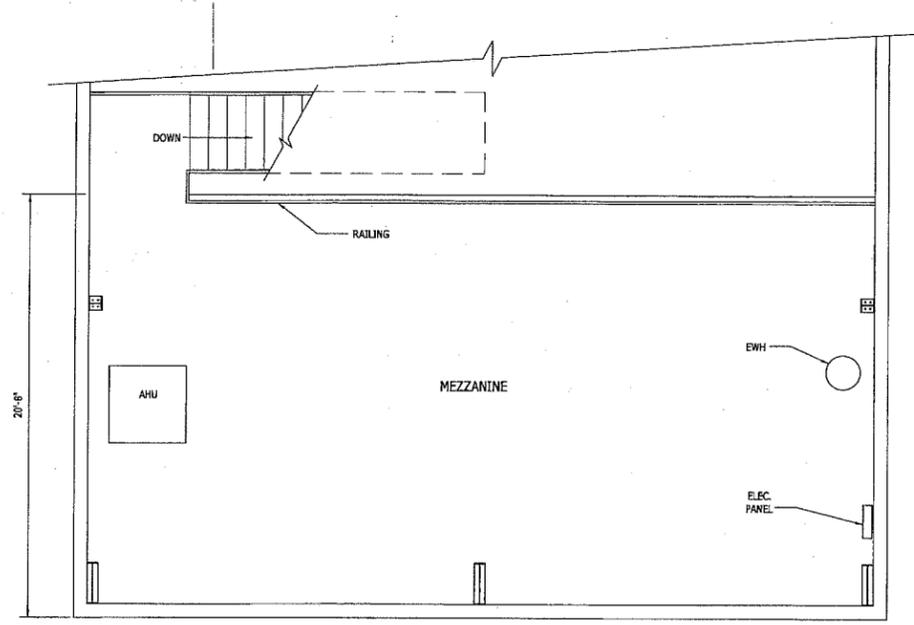
Budgeted Item	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required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

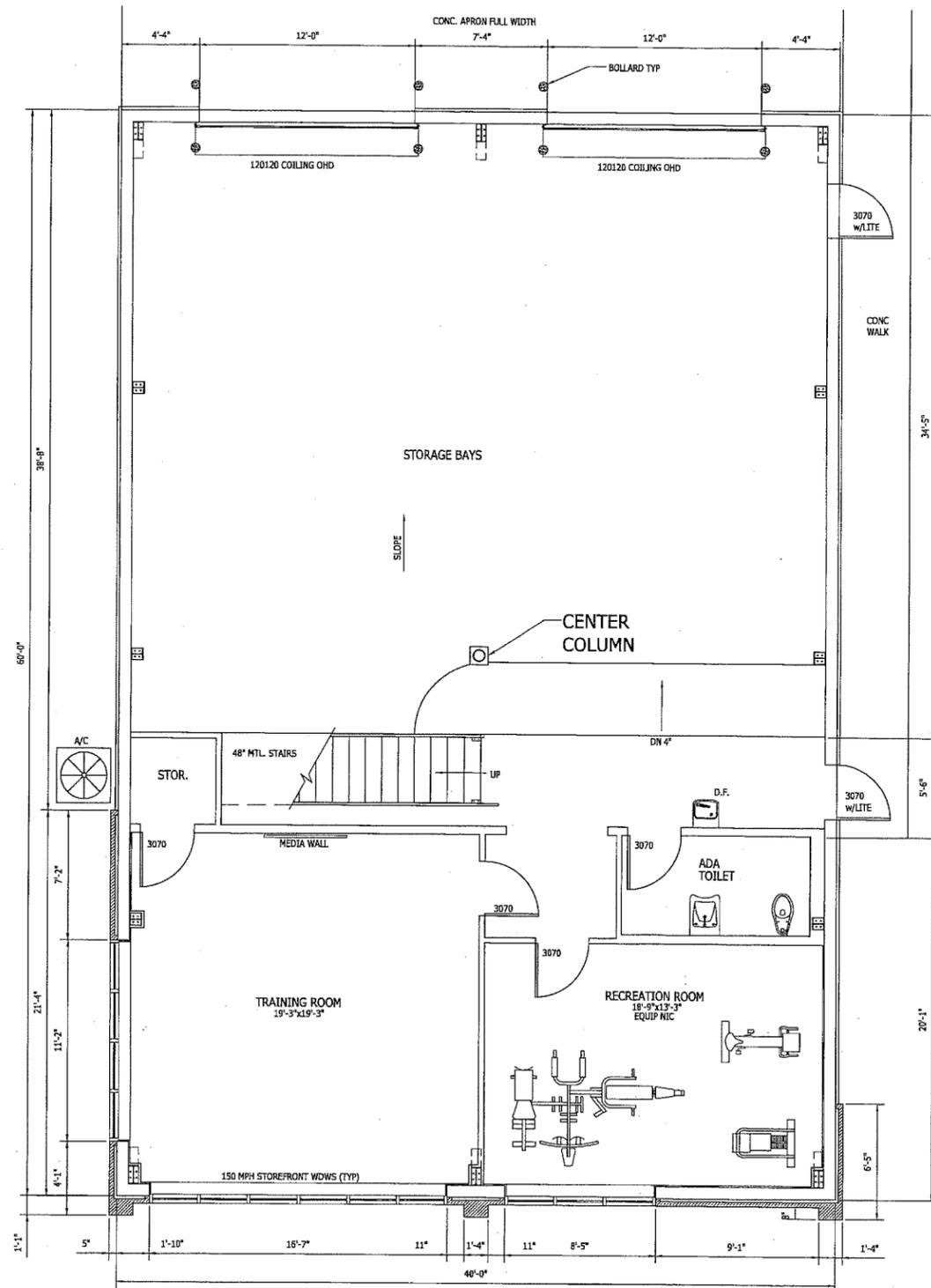
NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

PROPRIETARY RIGHTS CLAIMED. INFORMATION AND DATA CONTAINED ON THIS DRAWING IS CONFIDENTIAL. IF GIVEN TO AN ENTITY NOT HAVING A CONTRACTUAL RELATIONSHIP WITH THE ENGINEER, THE ENGINEER SHALL NOT BE USED WITHOUT THEIR WRITTEN PERMISSION. THIS DRAWING SHALL BE MARKED ON ANY REPRODUCTION HEROF IN WHOLE OR IN PART COMPTON ENGINEERING, P.A. © COPYRIGHT 1999.



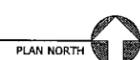
MEZZANINE PLAN

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"



COMPTON ENGINEERING, INC.
 Engineering, Surveying, and Environmental Services
 1705 Convent Avenue
 Pascagoula, Mississippi 39557
 Phone: (228) 762-3970 Fax: (228) 769-9079
 E-mail: compton@comptonengineering.com



CITY OF PASCAGOULA
IMPROVEMENTS TO CENTRAL FIRESTATION

PROJECT: ---
 JOB NUMBER: ---
 TITLE/DESCRIPTION: **FLOOR PLANS**

SOURCE DRAWING: ---

DESIGN BY: **GJD**

DRAWN BY: **DBE**

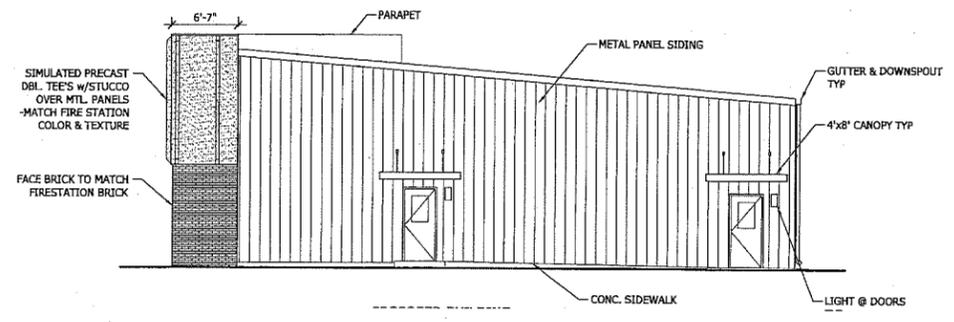
SCALE: **AS SHOWN**

PROPOSED

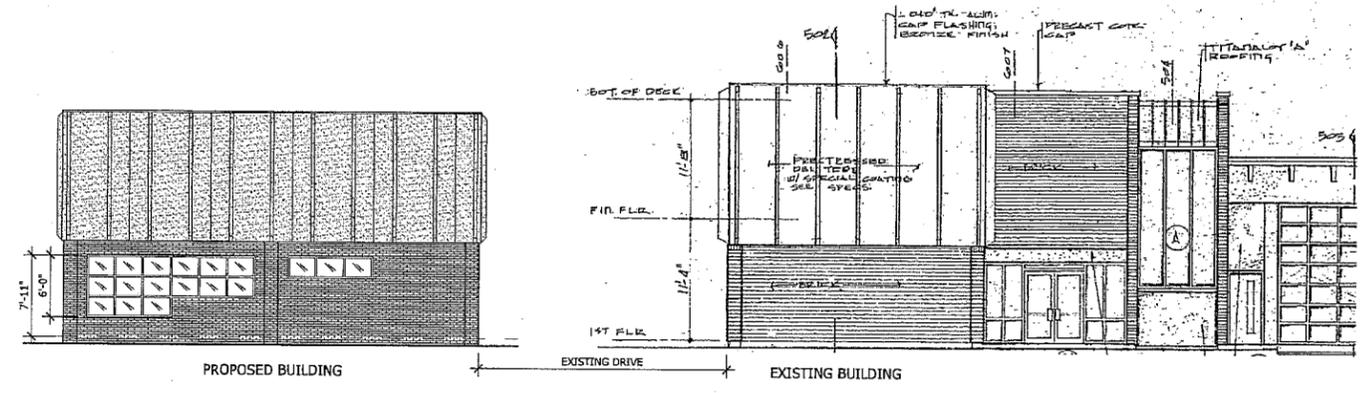
1

DATE DRAWN: JUNE 2011

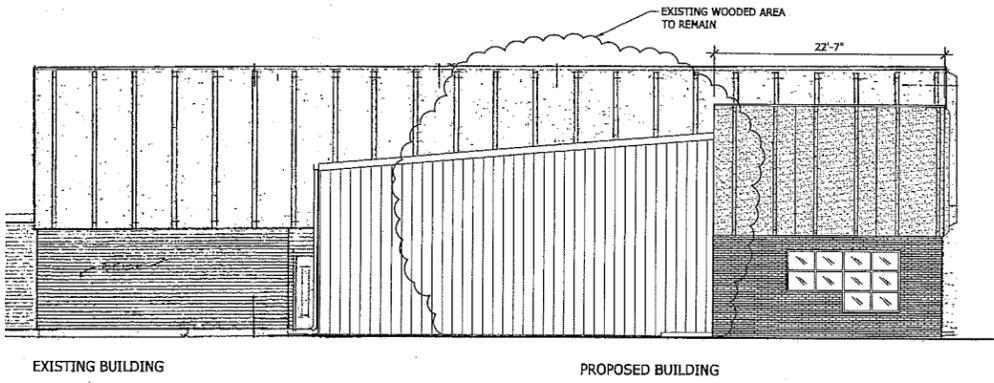
PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE REQUIRED IN ORDER TO BE VALID IN MISSISSIPPI. THIS LEGEND SHALL BE MARKED ON ALL REPRODUCTIONS HEREOF IN WHOLE OR IN PART. COPYRIGHT ENGINEERING, P.A. © COPYRIGHT 1988.



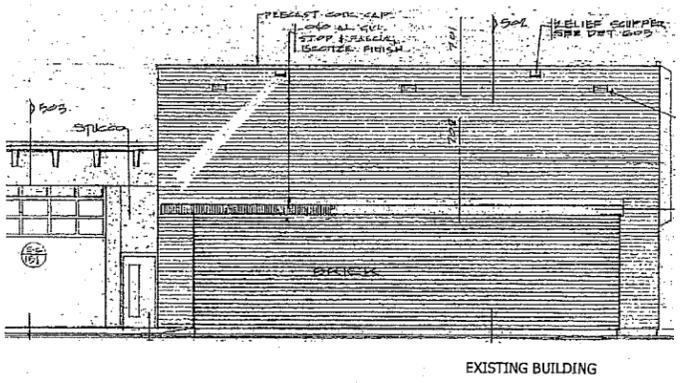
WEST ELEVATION
SCALE: 1/8" = 1'-0"



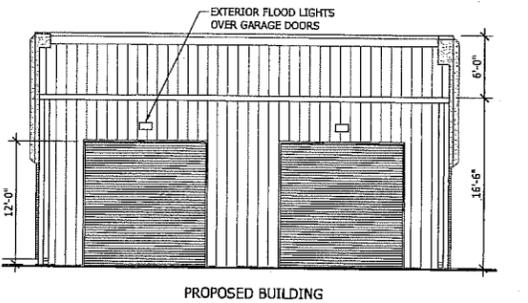
SOUTH ELEVATION
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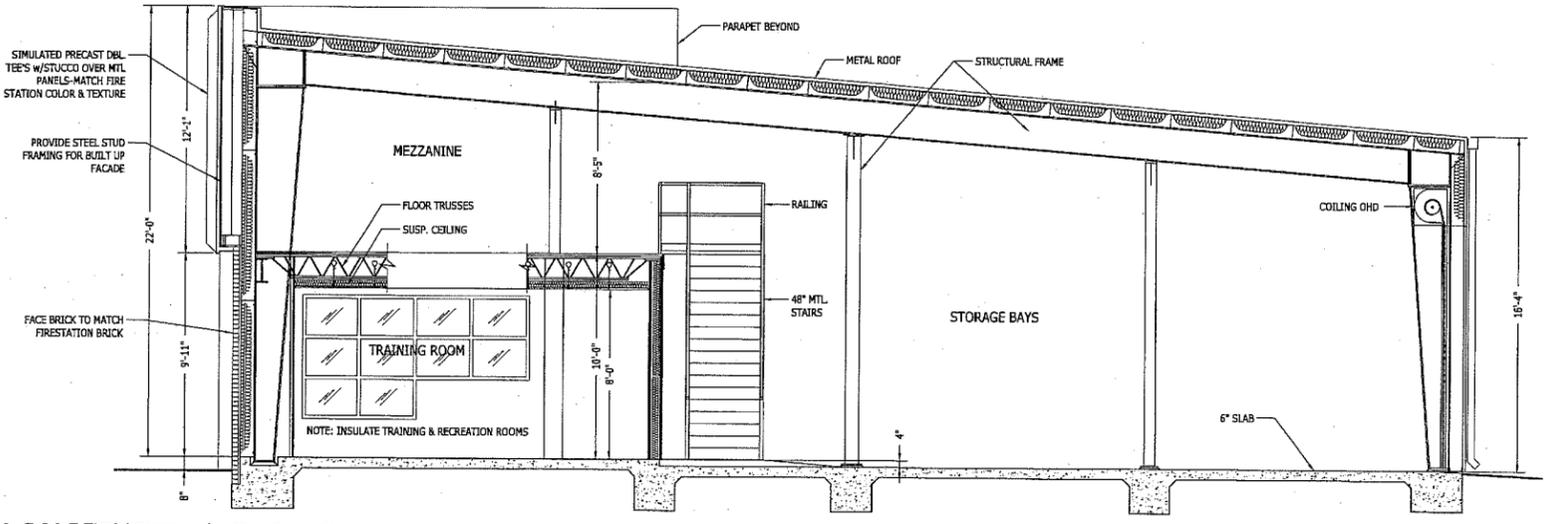
EAST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED BUILDING



LONGITUDINAL SECTION
SCALE: 1/4" = 1'-0"

COMPTON ENGINEERING, INC.
 Engineering, Surveying, and Environmental Services
 1706 Convent Avenue
 Pascagoula, Mississippi 39567
 Phone: (228) 762-9736 Fax: (228) 762-9779
 E-mail: compton@comptongen.com



CITY OF PASCAGOULA
IMPROVEMENTS TO CENTRAL FIRESTATION

DATE DRAWN: JUNE 2011

TITLE/DESCRIPTION:
ELEVATIONS & SECTION

PROJECT:	---
SOURCE DRAWING:	---
DESIGN BY:	GJD
DRAWN BY:	DBE
SCALE:	AS SHOWN
PROPOSED	

Joey Duggan

To: Jaci Turner
Cc: Robert O'Sullivan; Nolan Goodwin; George M. Reed
Subject: RE: New Storage/Training Bldg for Central Fire Station

Jaci,

1. Agreed.
2. Agreed.
3. Agreed.
4. We will size and show connection locations for the utilities required to service the building. Will the City locate the existing utilities prior to our survey? Will the City provide the services connections for the building based on our design requirements?
5. Agreed. This will include mechanical as well.

Our goal is to provide the foundation, exterior envelope, interior wall partitions and doors, mezzanine and stairs, electrical service panel, lights, mechanical, and plumbing in storage bays only, exterior lighting, and electrical, mechanical, and plumbing rough-ins in all other areas.

Thank you,

G. Joey Duggan CCCA, LEED AP



COMPTON ENGINEERING, INC.

From: Jaci Turner [mailto:jturner@cityofpascagoula.com]
Sent: Wednesday, February 29, 2012 4:57 PM
To: Joey Duggan
Cc: Robert O'Sullivan; Nolan Goodwin
Subject: RE: New Storage/Training Bldg for Central Fire Station

Joey,

Per our conversation the other day, we wanted to clarify a few things:

1. Compton will not provide a complete site design or drawings, but will complete sufficient design work to ensure that the floor of the facility will grade out to the street, driveways, yard, etc., with no issues.
2. The City will be responsible for clearing trees and general vegetation in the footprint of work (corners to be staked by Compton).
3. Cross sections will be included for the foundation, in two planes, to show the required slope of fill in each direction from the building pad. The required fill will be included in the base bid, and will be a potential item for value engineering should the need arise.
4. Utility connections will be made to the building for all appropriate utilities, at locations and in sizes appropriate for the general drawings provided in the task order.
5. Should the budget allow, additional design services and construction costs may be added at a later date for more complete electrical and plumbing installations.

If you will reply to confirm these clarifications, we'll attach this to the task order and move toward execution.

Thank you!

From: Joey Duggan [mailto:joey@comptonengineering.com]
Sent: Tuesday, January 31, 2012 3:13 PM
To: Jaci Turner
Cc: Harry Schmidt; George M. Reed; Kevin Yates
Subject: RE: New Storage/Training Bldg for Central Fire Station

Jaci,

A revised task order for the referenced project is attached for the City's review and consideration. The original is currently being hand carried to your office by George ... along with several other project documents.

Thank you,

G. Joey Duggan CCCA, LEED AP



From: Joey Duggan
Sent: Tuesday, January 31, 2012 8:30 AM
To: 'Harry Schmidt'
Cc: Jaci Turner; George M. Reed
Subject: RE: New Storage/Training Bldg for Central Fire Station

Harry,

Thank you. We then are assuming CDBG standard supplemental conditions will apply (Davison-Bacon, Wage Determinations, Signage, etc). Are there any MBE/WBE goals required?

Thank you,

G. Joey Duggan CCCA, LEED AP



From: Harry Schmidt [mailto:hschmidt@cityofpascagoula.com]
Sent: Tuesday, January 31, 2012 8:19 AM
To: Joey Duggan
Cc: Jaci Turner; George M. Reed
Subject: RE: New Storage/Training Bldg for Central Fire Station

Joey - They have \$75,000 in CDBG funds.

From: Joey Duggan [mailto:joey@comptonengineering.com]
Sent: Tuesday, January 31, 2012 8:01 AM
To: Harry Schmidt
Cc: Jaci Turner; George M. Reed
Subject: New Storage/Training Bldg for Central Fire Station

Harry,

Good morning! During a meeting with Nolan Goodwin last Thursday about the above referenced project, he mentioned that you may have funds available to supplement the Fire Departments budget of \$150,000 for design and construction. If so, can you please let us know the value of the funds so we can accurately show the available budget in our Task Order. We will also need to know the source of the funds for preparing the construction documents. Until the meeting, we were not aware of any funds associated with this proposed project outside of what we assumed were fire rebate funds.

Please let me know if the you have funds available to supplement the Fire Departments funds. And, if so, from what funding source.

Thank you,

G. Joey Duggan CCCA, LEED AP



COMPTON ENGINEERING, INC.

1706 Convent Avenue, Pascagoula, MS 39567
P: 228.762.3970 ■ F: 228.769.9079

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COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

August 27, 2013

Mr. Robert O'Sullivan, Fire Chief
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: New Storage/Training Building for Central Fire Station

Dear Chief O'Sullivan:

Please find attached Change Order No. 3 for the above referenced project. This change order has been prepared to include the additional scope of work requested by the Fire Department on August 20, 2013. After receiving the request, Compton Engineering prepared a hand sketch of the proposed changes. On August 21, 2013, we met with Ms. Jaci Turner and you to review the scope of work. At that time, we also provided a verbal budget estimate of \$5,000.00 to \$7,000.00 for the changes. That day, the City asked Compton Engineering to proceed with finalizing the drawing and the providing a change order for the additional work. This change order includes the drawing illustrating the change in scope and the associated cost. The value of the change order for the contractor's work is \$4,549.00, as per the attached contract document. Also, please note that there has been no additional time requested. Compton Engineering's additional cost to review, coordinate, and prepare the documents to support the change order request is as follows:

Project management:	3.5 hours @ \$100.00 per hour	= \$ 350.00
Engineering:	2.0 hours @ \$100.00 per hour	= \$ 200.00
Drafting:	1.5 hours @ \$75.00 per hour	= \$ 112.50
Total Fee		\$ 662.50

Please let us know if you have any additional questions or need further clarification on Change Order No. 3 or our request for additional fees.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Project Manager

GJD/cf

Attachment

pc: Jaci Turner, City of Pascagoula
Kevin Yates, Compton Engineering, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Fire Department

Contact Name: Robert O' Sullivan

Phone: 938-6823

Agenda Topic: Fire Department Training Building Change Order 3

Attach additional information as necessary

Action Requested:

Approve Change Order #3 with GT Development & Contracting, LLC, for an additional cost of \$4,549.00 to complete revisions to the site according to requests made by the FD/City and the attached diagrams. Work generally consists of removal of existing curbing, and additional reinforced concrete paving areas. Additional funds are budgeted from Fire Insurance Rebate funds. Authorize the City Manager to execute the relevant documents.

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 type="checkbox"/>	Grant	
					<input checked="" 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

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

August 27, 2013

Mr. Robert O'Sullivan, Fire Chief
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: New Storage/Training Building for Central Fire Station

Dear Chief O'Sullivan:

Please find attached Change Order No. 3 for the above referenced project. This change order has been prepared to include the additional scope of work requested by the Fire Department on August 20, 2013. After receiving the request, Compton Engineering prepared a hand sketch of the proposed changes. On August 21, 2013, we met with Ms. Jaci Turner and you to review the scope of work. At that time, we also provided a verbal budget estimate of \$5,000.00 to \$7,000.00 for the changes. That day, the City asked Compton Engineering to proceed with finalizing the drawing and the providing a change order for the additional work. This change order includes the drawing illustrating the change in scope and the associated cost. The value of the change order for the contractor's work is \$4,549.00, as per the attached contract document. Also, please note that there has been no additional time requested. Compton Engineering's additional cost to review, coordinate, and prepare the documents to support the change order request is as follows:

Project management:	3.5 hours @ \$100.00 per hour	= \$ 350.00
Engineering:	2.0 hours @ \$100.00 per hour	= \$ 200.00
Drafting:	1.5 hours @ \$75.00 per hour	= \$ 112.50
Total Fee		\$ 662.50

Please let us know if you have any additional questions or need further clarification on Change Order No. 3 or our request for additional fees.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Project Manager

GJD/cf

Attachment

pc: Jaci Turner, City of Pascagoula
Kevin Yates, Compton Engineering, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**SECTION 00943-03
CHANGE ORDER NO. 3**

Date of Issuance: August 27, 2013

Effective Date: _____

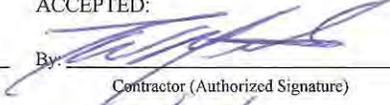
Project: New Storage/Training Building for Central Fire Station	Owner: City of Pascagoula	Funding Agent's Contract No.: N/A
Contract: New Storage/Training Building for Central Fire Station		Date of Contract:
Contractor: GT Development & Contracting 1703 Old Mobile Hwy. Pascagoula, MS 39567		Engineer's Project No.: 211-043.007

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

Description: Additional excavation, fill placement, concrete work with the reinforcement and bollards to extend pavement between new and existing building and improve access by fire department vehicles.

Attachments: Email from GT Development dated 8/26/13 and Drawing C2.0, Rev. 1.

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIMES:</u>
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
\$234,382.00	Substantial completion (date): <u>August 14, 2013</u>
	Ready for final payment (date): <u>September 13, 2013</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$217,755.50	Substantial completion (date): <u>September 13, 2013</u>
	Ready for final payment (date): <u>October 13, 2013</u>
Increase of this Change Order:	Change of this Change Order:
\$4,549.00	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$222,304.50	Substantial completion (date): <u>September 13, 2013</u>
	Ready for final payment (date): <u>October 13, 2013</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: 	By: _____	By: 
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>8/27/13</u>	Date: _____	Date: <u>8/27/13</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.

APPROVED BY FUNDING AGENCY: _____ Date: _____

To be effective this CO must be approved by the Federal Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

Joey Duggan

From: Tim [timgt1234@aol.com]
Sent: Monday, August 26, 2013 5:12 PM
To: Joey Duggan
Subject: Re: New Storage / Training Building -(Work directive change order for concrete work)

Joey,
This price is based on the revised drawing, and would be in addition to the dollar amount that is already in the contract for sidewalk.

Thanks,
Tim

Sent from my iPhone

On Aug 26, 2013, at 1:58 PM, Joey Duggan <joey@comptonengineering.com> wrote:

Is this price based on the revised drawing?

Thank you,

G. Joey Duggan CCCA, LEED AP

<image001.png>

From: Tim Miles [<mailto:timgt1234@aol.com>]
Sent: Monday, August 26, 2013 1:01 PM
To: Joey Duggan
Subject: New Storage / Training Building -(Work directive change order for concrete work)

Joey,

The price for work the excavation, fill placement, concrete work with the reinforcement that was discussed, and bollards is as follows;

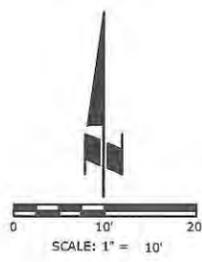
\$4,549.00

Please let me know if you need anything else, and what the decision is.

Thank you,
Tim Miles
GT Development & Contracting

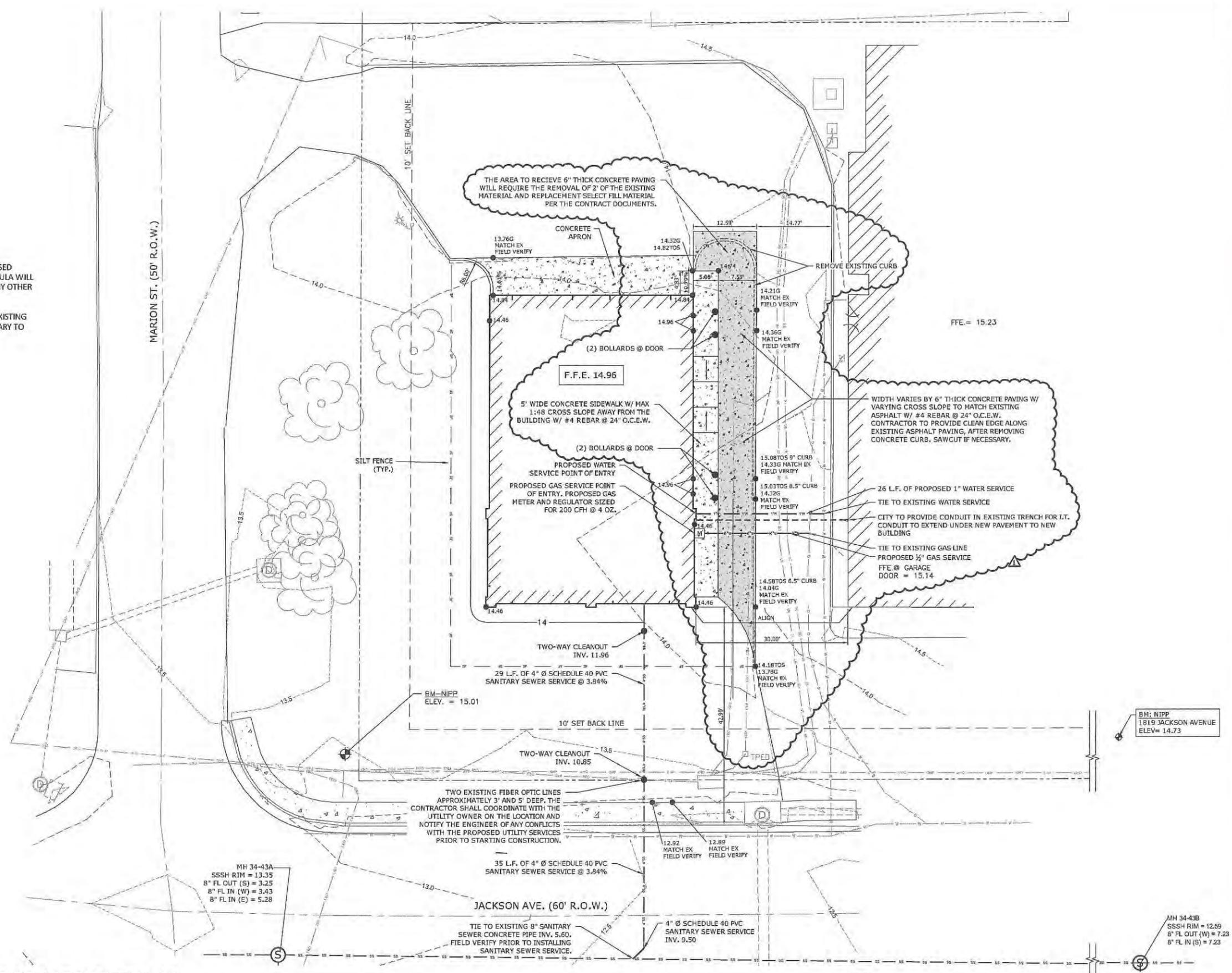
S:\Pascagoula\0-projects\2011\211-043 COP - Misc Services\07 New Bldg @ Central Fire Station\DWG\Current Design\CL0-C3.0 REV 1.dwg, 8/23/2013 3:52:13 PM, nbcles, 1:2

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NOTES:

1. SCOPE OF WORK FOR THIS PROJECT WILL CONSIST OF PREPARATION OF PROPOSED BUILDING PAD AND PROPOSED CURBS, SIDEWALKS, AND APRON. THE CITY OF PASCAGOULA WILL BE RESPONSIBLE FOR CLEARING AND GRUBBING, AND ANY OTHER NECESSARY SITE GRADING.
2. CONTRACTOR SHALL SAWCUT, REMOVE, AND REPLACE EXISTING PAVEMENT, CURB & GUTTER, AND SIDEWALK AS NECESSARY TO COMPLETE THE INSTALLATION OF ALL UTILITY SERVICES.



1 PROPOSED SITE PLAN
SCALE: 1" = 10'



COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
1706 Convent Avenue
Pascagoula, Mississippi 39567
Phone: (228) 762-3970 Fax: (228) 769-9079
E-mail: compton@comptonengineering.com



**NEW STORAGE/TRAINING BUILDING
FOR CENTRAL FIRE STATION, PASCAGOULA**

PROPOSED SITE PLAN

SCALE: 1" = 10'
JOB NO.: 211-043.007
DATE: NOVEMBER 2012
DSGN: GMR
DWG. BY: ADD/NMB
CHK: ADD/NMB
APVD: [Signature]

VERIFY SCALES	1
DATE OF DIMENSION	1
DATE OF FIELD WORK	1
DATE OF CALCULATION	1
DATE OF PLOTTING	1
DATE OF REVISION	1

C2.0
SHEET OF

DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD
1/11/13	ISSUED FOR CONSTRUCTION	DBE	GMR	8/22/13	PER CHANGE ORDER NO. 3	NMB	KRY				



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Extend Janitorial Contract with Fred's Janitorial, LLC

Attach additional information as necessary

Action Requested:

Council approval to extend Janitorial Contract with Fred's Janitorial, LLC of Lucedale, MS for an additional year at the same contract rate of \$9,137.00 per month. Contract dates are October 17, 2013, through October 16, 2014. See attached signed concurrence from the vendor.

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*

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



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

August 16, 2013

Fred's Janitorial, LLC
Attn: Fred Ybarra
3242 Dean Nursery Rd
Lucedale, MS 39452

Re: Extension of Services Agreement for Janitorial Contract

Dear Mr. Ybarra:

The current agreement with your company and the City of Pascagoula is due to expire October 16, 2013.

The contract states that this agreement is renewable for twelve (12) months. If you wish to renew the service agreement for an additional year, the contract dates will be **October 17, 2013 through October 16, 2014**. The contract rate will be \$9,137.00 per month, pending council approval of amendment to Exhibit J at the council meeting on August 20, 2013. 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 27, 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: _____

Fred Ybarra
Fred's Janitorial, LLC

8-20-2013
Date



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Operations Manager

Contact Name: Steve Mitchell

Phone: _____

Agenda Topic: Public Water Fluoridation Contract

Attach additional information as necessary

Action Requested:

Approve re-signing of of contract and authorize Mayor to execute documents. Re-signing required due to error in contract price. This is 100% reimbursable through MS Department of Health. Request manual check to Graham Construction for partial payment of contract.

Budgeted Item	Yes <input 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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**Mississippi State Department of Health
Contract Modification
For Sub-Grant Agreement or Independent Contractor Agreement**

I. Modification to Contractual Agreement

As provided in Section XXXIV of the Agreement described below, the undersigned parties agree that this amendment and any other attachments, including, but not limited to, a revised budget, are made a part of this document and incorporated herein by reference, and constitute authorized modifications to the Agreement for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department) and the Contractor, as indicated below.

II. Contract Information (Based on original contract or most recent version modified terms):

- A. Original tracking system Project ID number 8492
- B. Name of contract being modified (exactly as it appeared on the original contract):
City of Pascagoula
- C. Term of original contract: Beginning date: July 1, 2013 Ending date: December 31, 2013
- D. Amount of original contract: \$\$80,000.00

III. Modification (Cross through line items that are not applicable):

- A. Contract ending date extended from _____ to _____
- B. Total contract amount increased/decreased from \$\$80,000.00 to \$\$99,150.00
(Attach Revised Budget or revised Scope of Services)
- C. Maximum contract amount per year increased/decreased from \$_____ to \$_____
(Attach Revised Budget or revised Scope of Services)
- D. Fee or retainer amount increased/decreased from \$_____ to \$_____
(Attach Revised Budget or revised Scope of Services)
- E. Requested effective date of above modification _____

IV. The parties agree and acknowledge that all of the terms and conditions of the original Agreement, to the extent not specifically modified, shall remain in full force and effect and shall be legally binding upon the parties.

V. Signatures:

A. Official signatures on behalf of the Department are as follows:

Program Director/Originator

Date

Office Director/District Health Officer/District Administrator, or Designee

Date

Director of Health Administration/Chief Administrative Officer

Date

B. Official signatures on behalf of the Contractor are as follows:

Contractor's Signature and Title

Date



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Termination of Collections Contract - Utility Department and Police Department

Attach additional information as necessary

Action Requested:

Request permission to terminate current contracts on 60 day notice and authorize issuance of RFP for new contracts

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 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

**CONTRACT BETWEEN THE CITY OF PASCAGOULA, MISSISSIPPI
AND
SOUTHERN FINANCIAL SYSTEMS, INC.,
FOR COLLECTION OF DELINQUENT UTILITIES ACCOUNTS
DUE TO THE CITY OF PASCAGOULA, MISSISSIPPI**

This contract is entered into as of the 18th day of September, 2012, between the City of Pascagoula, Mississippi, ("City"), and Southern Financial Systems, Inc., ("Collector"). As used herein, the phrase, "delinquent utility accounts" shall include all past due amounts owed to the City of Pascagoula for the provision of gas, water, and sewer services to residential, commercial, industrial, institutional and governmental clients to whom utility services are/or have been provided by the City.

RECITALS

WHEREAS, a considerable backlog of unpaid utility accounts have accrued in the city Utility Department and which are in need of collection; and

WHEREAS, the City does not have sufficient personnel to devote to the collection of these accounts and wishes to contract with Collector for collection of these delinquent accounts on a contingency basis; and

WHEREAS, Section 21-17-1, Mississippi Code of 1972, authorizes a municipality to employ an attorney or private collections agency to collect delinquent utility accounts; and

WHEREAS, Section 21-17-1, Mississippi Code of 1972, as amendment effective July 2001, there shall be due the City from any person whose delinquent payment is collected, a surcharge, in addition to the delinquent payment of not to exceed twenty-five

percent (25%) of the delinquent payment for collections made within this state and not to exceed fifty percent (50%) of the delinquent payment for collection made outside of this state; and

WHEREAS, the Collector has offered to collect unpaid and delinquent utility accounts as defined hereinabove for and on behalf of the City;

NOW, THEREFORE, THE CITY AND THE COLLECTOR CONTRACT AND AGREE AS FOLLOWS:

1. The term of this contract shall be for the period beginning October 1, 2012, and ending September 30, 2013. It is in effect for one year from its effective date. The City of Pascagoula shall have the option to renew it on successive one (1) year terms. With or without cause, either party hereto may terminate this contract upon sixty days (60) written notice. If the contract is so terminated, the Collector shall be paid its fees for any money collected to the date of termination.
2. The Collector agrees to collect such delinquent utility accounts as may be assigned by the City.
3. Payment for delinquent utility accounts on accounts assigned to the Collector may be received by the City at the Utility Department, or at the office of the Collector. The Collector shall be entitled to the collection fee prescribed, herein, regardless of where payment of the past due utility account is made.
4. The Collector shall be paid a fee of twenty-five percent (25%) of all monies collected on accounts assigned to the Collector.

5. Each month the Collector shall remit to the City all monies collected by the Collector during the month by the 10th of the following month. Thereafter on a monthly basis the City shall pay to the Collector the contingency fee of all monies collected on accounts assigned to the Collector whether payment was received by the Collector or was received by the City at the Utility Department.
6. When a delinquent account is collected either by the Collector, or the City a receipt shall be issued to the person or party paying the account, showing the name of the responsible party, the account number for which payment is made, the date and the amount paid as well as the name of the person making the payment.
7. The City agrees to provide notice to any person or party having a delinquent utility account that, once the same is referred to the Collector for collection, an additional fee of twenty-five percent (25%) of the amount due on the account shall automatically be added. The entire amount of all delinquent utility accounts collected by the Collector shall be remitted to the City and shall not be reduced by the amount of the collection fees.
8. The Collector, on a monthly basis, shall submit to the City an itemized claim for its fees for consideration of payment by the City Council. The City agrees to remit commissions owed to the Collector within five (5) days of the City Council meeting approving the disbursement of funds.

9. Neither the City, nor any officer or any employee thereof shall be liable, civilly or criminally, for any wrongful act or unlawful act or omission of the Collector.
10. The parties agree that they shall abide by the terms of Section 21-17-1, Mississippi Code of 1972; Circular No. 12 promulgated by the State Auditor's Office and any amendments thereto; the Federal Fair Debt Collection Practices Act (if applicable); and any state law dealing with the collection of debts.
11. The Collector may only file civil actions to collect delinquent accounts if authorized by the City, acting through proper authority, under such conditions the City may require. The Collector is authorized, however, to use the garnishment process for the collection of delinquent utility accounts, with the understanding that Collector shall pay all costs thereof, which costs shall be reimburse to Collector as soon as the same can be recovered by the City on the delinquent account or accounts in question.
12. The Collector shall give a surety bond issued by a company qualified to issue such bonds in Mississippi, in the amount of at least \$20,000.00, a copy of which shall be filed with the City. The City shall have the right to examine the Collector's records pertaining to the accounts assigned to it by the City during regular business hours on at least 24 hours advance notice. The City shall make the best efforts to assure that all delinquent utility accounts forwarded to the Collector are valid and legally enforceable debtors and the city agrees to provide, wherever requested to do so by Collector, a written

verification of the account or certified copy of judgments, if any, upon which the claim is based by the City.

13. The Collector agrees to furnish to the appropriate City personnel, access to its computer system so that City personnel may verify payments on accounts that are received by Collector and verify any balances that might be due for collection by the city when payment is tendered to the City at its Utility Office. The City agrees that all such access codes as provided by the collector for these purposes shall remain confidential and shall not be, under any circumstances, made available to any member of the public, or any city employees not directly involved in the collection of utility accounts.
14. Collector agrees that it will indemnify and hold the city harmless from any claims, causes of action, assessments, attorney fees, expenses of litigation, or any costs associated with any claim brought against the City and arising out of any negligence on the part of the Collector in the performance of the terms of this contract. No modifications of this contract shall be allowed except as may be agreed upon by the parties in writing and subject to the approval of the appropriate officers of Collector and the City Council of the City of Pascagoula. The parties agree that this writing constitutes their entire agreement and that the same shall be enforceable pursuant to the laws of the State of Mississippi and further agree that the venue for any legal action taken by either party for the enforcement of any term or provision of this contract shall be in Jackson County, Mississippi. The parties further agree that, should any portion of this contract be deemed by a Court of competent jurisdiction to

be invalid or unenforceable, that the invalidity or unenforceability of such portion of this contract shall not operate to invalidate the remaining terms and conditions set forth herein and, as to those terms and conditions, the same shall remain fully enforceable and in effect as between the parties.

Witness the signatures of the parties to this agreement by the through their authorized representatives on the dates hereinafter set forth.



CITY OF PASCAGOULA, MISSISSIPPI

By: [Signature]
CITY MANAGER 9-19-12

SOUTHERN FINANCIAL SYSTEMS,
INC.

By: Paul B. Amador
Title: Chief Operating Officer

**CONTRACT BETWEEN THE CITY OF PASCAGOULA, MISSISSIPPI
AND
SOUTHERN FINANCIAL SYSTEMS, INC.,
FOR COLLECTION OF DELINQUENT FINES DUE TO
THE CITY OF PASCAGOULA, MISSISSIPPI**

This contract is entered into as of the 1st day of June, 2012, between the City of Pascagoula, Mississippi, (“City”), and Southern Financial Systems, Inc., (“Collector”). As used herein, the word, “fines” shall include all fines, costs, assessments, and fees levied by the Municipal Court of the City.

RECITALS

WHEREAS, there are many delinquent and unpaid fines outstanding that have been levied by the Municipal Court of the City, which are in need of collection;

WHEREAS, The City of Pascagoula, Mississippi, wishes to contract with Southern Financial Systems, Inc., for collection of these delinquent fines of the City on a contingency basis; and

WHEREAS, Section 21-17-1, Mississippi Code of 1972, authorizes a municipality to employ an attorney or private collections agency to collect delinquent fines levied; and

WHEREAS, Section 21-17-1, Mississippi Code of 1972, amendment effective July 2001, there shall be due the City from any person whose delinquent payment is collected, a surcharge, in addition to the delinquent payment of not to exceed twenty-five percent (25%) of the delinquent payment for collections made within this state and not to

exceed fifty percent (50%) of the delinquent payment for collection made outside of this state.

WHEREAS, the Collector has offered to collect unpaid and delinquent fines of the City;

NOW, THEREFORE, the City and the Collector contract and agree as follows:

1. The term of this contract shall be for the period beginning June 1, 2012, and ending May 31, 2013. It is in effect for one year from its effective date. The City of Pascagoula shall have the option to renew it on successive one (1) year terms. With or without cause, either party hereto may terminate this contract upon sixty days written notice. If the contract is so terminated, the Collector shall be paid its fees for any money collected to the date of termination.
2. The Collector agrees to collect such delinquent fines as may be assigned by the City.
3. Payment for delinquent fines on accounts assigned to the Collector may be received by the City at the Pascagoula Police Station or at the office of the Collector. The Collector shall be entitled to the collection fee prescribed, herein, whether payment is made at the Police Station or at the office of the Collector.
4. The Collector shall be paid a fee of twenty-five percent (25%) of all monies collected on accounts assigned to the Collector.
5. Each month the Collector shall remit to the City all monies collected by the Collector during the month by the 10th of the following month. Thereafter on a monthly basis the City shall pay to the Collector the contingency fee of all

monies collected on accounts assigned to the Collector whether payment was received by the Collector or was received by the City at the Police Station.

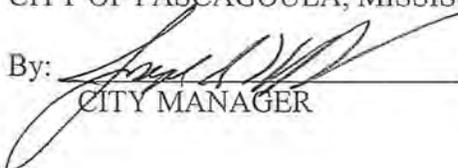
6. When the money is collected on accounts assigned to the Collector, whether at the Office of the Collector or the Police Station, a receipt shall be issued showing the name of the responsible party, the case number or reference number for which payment is made, the date, amount paid, and person giving the payment.
7. When a remittance is made by the City to the Collector or by the Collector to the City such remittance shall be accompanied by an itemized statement thereof.
8. Neither, the City, nor any officer or employee thereof, shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of the Collector.
9. The entire amount of all delinquent accounts collected by the Collector shall be remitted to the City and shall not be reduced by any collection fees.
10. The Collector shall, on a monthly basis, submit to the City an itemized claim for its fees for consideration for payment by the City Council. The City agrees to remit commissions owed to the Collector within 5 days of the City Council meeting approving disbursement of funds.
11. The parties agree that they shall abide by the terms of Section 21-17-1, Mississippi Code of 1972; Circular No. 12 promulgated by the State Auditor's Office and any amendments thereto; the Federal Fair Debt Collection Practices Act (if applicable); and any state law dealing with the collection of debts.

12. The Collector may only file civil actions to collect delinquent accounts if authorized by the City, acting through proper authority, under such conditions the City may require.
13. The Collector shall give a surety bond issued by a company qualified to issue such bonds in Mississippi, in the amount of at least \$20,000.00, a copy of which shall be filed with the City of Pascagoula.
14. The City shall have the right to examine the Collector's records pertaining to the accounts assigned to it by the City during regular business hours on at least 24 hours advance notice.
15. The City will make the best efforts to assure that all accounts forwarded to Collector are valid and legally enforceable debts and that City agrees to provide, whenever requested to do so by Collector, a written verification of the account or copy of the judgment, if any, of which the claim is based.
16. The Collector and City acknowledge that Southern Financial Systems, Inc. has taken over all accounts previously assigned by the City to Advantage Collections through a statutory merger between Southern Financial Systems, Inc. and Advantage Collections in August 2005, and all servicing of those previous accounts will be performed according to the terms of this new agreement by Southern Financial Systems, Inc.

Signed by the parties as of the date noted above.

CITY OF PASCAGOULA, MISSISSIPPI

By:


CITY MANAGER

ATTEST:

Carol Green, Chief Deputy City Clerk
CITY CLERK

SOUTHERN FINANCIAL SYSTEMS,
INC.

By: Paul B Amaker

Title: chief operating officer



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

Agenda Topic: Renewal of Flood Insurance for 6 City Locations

Attach additional information as necessary

Action Requested:

Council approval of Renewal of flood insurance for 6 city locations with Hartford Insurance. The renewal cost is \$29,830.00 for Option 2 at current values of insurance. An increase from last year of \$2,447.00. If Council wants to increase value of coverage under Option 1, the cost would be \$31,217.00,an increase cost of \$3,834.00 for additional \$94,700.00 coverage. We recommend Option 1 to increase coverage.

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 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*

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

Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER NAME & MAILING ADDRESS

PRODUCER#:08080-01831-000-00002
 LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

CITY OF PASCAGOULA

LOCATION OF INSURED PROPERTY

S/S BAYOU CUMBEST RD
 POLICE TRAINING SCHOOL
 KREOLE, MS 39563-0000

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$500,000	BUILDING \$2,000	1 \$6,729.00
	CONTENTS \$37,400	CONTENTS \$2,000	
2. Option 2 is the amount of insurance coverage currently in force.	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$500,000	BUILDING \$2,000	2 \$6,702.00
CONTENTS \$35,600	CONTENTS \$2,000		

ALL CHANGES TO THIS POLICY MUST BE ADDRESSED TO THE AGENT/PRODUCER SHOWN ON THE FORM.

If paying by CHECK, please detach and return bottom remittance portion with your payment in the enclosed envelope.
 Print Date: 8/02/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS
 CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771232012

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

Payment must be received by the due date to retain the Policy Effective Date

SELECT COVERAGE OPTION:

\$6,729 \$6,702

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

Please see the enclosed notice for important information about your policy renewal.

Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER NAME & MAILING ADDRESS

PRODUCER#:08080-01831-000-00002
 LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

CITY OF PASCAGOULA

LOCATION OF INSURED PROPERTY

COMMUNY STREET WATER PLANT
 PASCAGOULA, MS 39567-0000

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$500,000	BUILDING \$1,000	1 \$5,933.00
	CONTENTS \$500,000	CONTENTS \$1,000	
2. Option 2 is the amount of insurance coverage currently in force.	BUILDING \$500,000	BUILDING \$1,000	2 \$5,933.00
	CONTENTS \$500,000	CONTENTS \$1,000	

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 Print Date: 8/02/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS
 CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771192012

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

Payment must be received by the due date to retain the Policy Effective Date

SELECT COVERAGE OPTION:

\$5,933 \$5,933

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

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Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER NAME & MAILING ADDRESS

PRODUCER#:08080-01831-000-00002
 LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

CITY OF PASCAGOULA

LOCATION OF INSURED PROPERTY

603 WATTS AVE
 PASCAGOULA, MS 39567-4220

BUILDING DESCRIPTION: CITY HALL

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$360,600	BUILDING \$1,000	1 \$3,504.00
	CONTENTS \$126,600	CONTENTS \$1,000	
2. Option 2 is the amount of insurance coverage currently in force.	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$327,800	BUILDING \$1,000	2 \$3,353.00
CONTENTS \$120,600	CONTENTS \$1,000		

ALL CHANGES TO THIS POLICY MUST BE ADDRESSED TO THE AGENT/PRODUCER SHOWN ON THE FORM.

If paying by CHECK, please detach and return bottom remittance portion with your payment in the enclosed envelope.
 Print Date: 8/02/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS
 CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771142012

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

Payment must be received by the due date to retain the Policy Effective Date

SELECT COVERAGE OPTION:

\$3,504 \$3,353

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

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Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

PRODUCER NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER#:08080-01831-000-00002
 LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

LOCATION OF INSURED PROPERTY

CITY OF PASCAGOULA

615-624 DELMAS AVE
 SENIOR CIT UT TX DATA
 PASCAGOULA, MS 39567-0000

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$404,000	BUILDING \$1,000	1 \$3,087.00
	CONTENTS \$81,300	CONTENTS \$1,000	
2. Option 2 is the amount of insurance coverage currently in force.	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$367,300	BUILDING \$1,000	2 \$2,951.00
CONTENTS \$77,400	CONTENTS \$1,000		

ALL CHANGES TO THIS POLICY MUST BE ADDRESSED TO THE AGENT/PRODUCER SHOWN ON THE FORM.

If paying by CHECK, please detach and return bottom remittance portion with your payment in the enclosed envelope.
 Print Date: 8/02/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771172012

Payment must be received by the due date to retain the Policy Effective Date

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)

SELECT COVERAGE OPTION:

\$3,087 \$2,951

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

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Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

PRODUCER NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER#:08080-01831-000-00002
 LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

LOCATION OF INSURED PROPERTY

CITY OF PASCAGOULA

PUMP STATION
 FREDERIC STREET
 PASCAGOULA, MS 39567-0000

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$70,800 CONTENTS \$0	BUILDING \$1,000 CONTENTS \$0
2. Option 2 is the amount of insurance coverage currently in force.	BUILDING \$64,400 CONTENTS \$0	BUILDING \$1,000 CONTENTS \$0	2 \$3,927.00

ALL CHANGES TO THIS POLICY MUST BE ADDRESSED TO THE AGENT/PRODUCER SHOWN ON THE FORM.

If paying by CHECK, please detach and return bottom remittance portion with your payment in the enclosed envelope.
 Print Date: 8/08/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS
 CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771202012

Payment must be received by the due date to retain the Policy Effective Date

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

SELECT COVERAGE OPTION:

\$4,310 \$3,927

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

Please see the enclosed notice for important information about your policy renewal.

Hartford Insurance Company of the Midwest
FLOOD INSURANCE RENEWAL PREMIUM NOTICE

IMPORTANT: THIS FLOOD INSURANCE POLICY WILL EXPIRE:

10/01/2013

PAYOR NAME & MAILING ADDRESS

PRODUCER NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER#:08080-01831-000-00002
LMS INC
 LEMON MOHLER INSURANCE AGENCY
 1964 MARKET ST
 PASCAGOULA, MS 39567-5711
 (228)762-7511

INSURED NAME

LOCATION OF INSURED PROPERTY

CITY OF PASCAGOULA

PUMP STATION
 FORD AVENUE
 PASCAGOULA, MS 39567-0000

If you are no longer responsible for the payment of the premium on this policy please notify your agent.

	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
1. Option 1 includes a 10% increase in the amount of building coverage and a 5% increase in the amount of contents coverage.	BUILDING \$77,900	BUILDING \$1,000	1 \$7,654.00
	CONTENTS \$0	CONTENTS \$0	
2. Option 2 is the amount of insurance coverage currently in force.	COVERAGE	DEDUCTIBLE	PREMIUM OPTIONS
	BUILDING \$70,800	BUILDING \$1,000	2 \$6,964.00
CONTENTS \$0	CONTENTS \$0		

ALL CHANGES TO THIS POLICY MUST BE ADDRESSED TO THE AGENT/PRODUCER SHOWN ON THE FORM.

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Print Date: 8/08/2013

PLEASE DO NOT STAPLE

INSURED NAME & MAILING ADDRESS

CITY OF PASCAGOULA
 PO BOX 908
 PASCAGOULA, MS 39568-0908

PRODUCER 08080-01831-000-00002

POLICY NUMBER 99017771212012

Payment must be received by the due date to retain the Policy Effective Date

RENEWAL EFFECTIVE DATE: 10/01/2013
PAYMENT DUE BY: 10/01/2013

SELECT COVERAGE OPTION:

\$7,654 \$6,964

Make check payable to:
HARTFORD FIRE INSURANCE COMPANY

CHECK PAYMENT COUPON ONLY

(See reverse side for credit card payment option.)



HARTFORD FIRE INSURANCE COMPANY

**PO Box 731178
 Dallas, TX 75373-1178**

Please see the enclosed notice for important information about your policy renewal.



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: _____

Agenda Topic: End of Year Budget Amendment

Attach additional information as necessary

Action Requested:

Approve Budget Amendment

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*

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: September 3, 2013

Submitting Department or Individual: Human Resources

Contact Name: Valerie Moore

Phone: 228-938-6611

Agenda Topic: Fire Department Secretary II

Attach additional information as necessary

Action Requested:

Requesting authorization to: Update the current title of the Fire Department Secretary to Fire Department Secretary II, adopt the updated job description and also allow a pay grade increase from 104 to 105. The pay grade increase is requested due to additional job duties and responsibilities that have been added to this position.

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 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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Fire Department Secretary II – Additional Job Duties Added

- Entering payroll information into Munis
- Verifying hours and calculations
- Updates and maintains Emergency Preparedness Manuals for the City
- Files all FEMA certificates for both the City of Pascagoula and the Pascagoula Fire Department
- Logs all FEMA training hours and certifications for both the City and the Pascagoula Fire Department
- Distributes personnel evaluations to supervisor responsible
- Creates uniform bid packages for distribution to vendors
- Orders and maintains all department uniforms and supplies
- Orders and maintains janitorial and office supplies
- Troubleshoot computer program problems



City of Pascagoula Job Description

Fire Department Secretary II

DEPARTMENT: Fire Department **LABOR GRADE:** 105
EXEMPT(Y/N): No **POSITION CODE:**
REPORTS TO: Fire Chief

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

Provides clerical and administrative assistance to the Fire Chief, Deputy Fire Chief and Fire Inspector.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Receptionist Duties
 - Answer incoming calls
 - Prepare and distribute communication for department
 - Process incoming faxes and mail and deliveries
 - Maintain annual shift calendars for Battalion chiefs
 - Schedule inspections and fire prevention speeches for fire inspector
 - Prepares and processes work orders for station repairs
 - Order and maintain janitorial and office supplies
 - Troubleshoot computer program problems
- Administrative Duties
 - Payroll
 - Collect, review and submit timesheets
 - Enter information into Munis and verify hours and calculations
 - Distribute paychecks
 - Training
 - Maintains computerized and hard copy of all training records
 - Logs all training hours and certifications in computer
 - Files all certifications for each employee
 - Researches questions related to training for managers and employees
 - Mississippi State Fire Academy
 - Provides fire department listing of training opportunities
 - Processes applications for attendance for fire department
 - Prepares expense requisitions and PO for approval from management

- Maintains correspondence between MSFA and PFD
 - EMT-Basic
- Personnel administrative
 - Creates and maintains employee files for each PFD employee
 - Maintains required medical records of PFD personnel
 - Arranges and schedules vaccinations for PFD personnel
 - Maintains all correspondence between doctors and PFD
 - Verifies all vaccinations were effective
 - Files and maintains information in employee files
- General administrative
 - Issues and maintain files related to “Burning Permits”
 - Orders and Maintains all department uniforms and supplies
- Other duties as assigned by the Fire Chief, Deputy Chief, Fire Inspector or City Manager.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position does not supervise.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent.

SPECIAL QUALIFICATIONS:

Knowledge of standard office terminology and procedures; Knowledge of numerical and alphabetical filing systems; Knowledge of principals of customer service and public relations; Skill in using windows based computer software; Ability to operate a computer keyboard and standard office machines such as copiers, fax machines, and calculators; Ability to make mathematical computations rapidly and accurately; Ability to communicate effectively; ability to develop and maintain effective working relationships.

LANGUAGE AND REASONING SKILLS:

Ability to understand and communicate both oral and written instructions and read and analyze equipment manuals, instruction books and procedures is essential. The ability to accurately complete forms and reports is required. Ability to apply logical reasoning in a variety of situations is essential.

PHYSICAL DEMANDS:

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

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

This position works indoors. The noise level for this position is low to moderate.

Work is largely sedentary. Requires the ability to see, hear and speak. Manual dexterity required to operate computer keyboard.



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Human Resources

Contact Name: Valerie Moore

Phone: 228-938-6611

Agenda Topic: Records Data Coordinator

Attach additional information as necessary

Action Requested:

Requesting authorization to: Update the current title of the Records Data Analyst and Coordinator to Records Data Coordinator, update the current job description and also raise the pay grade from 104 to 106. The change to the pay grade is requested due to fact that several duties and responsibilities have been added to this position.

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 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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Records Data Coordinator – Additional Duties Added

Trains departmental personnel, including officers, on the Incident Program, Jail, CAD, PTS.

- Orientates new employees within department.
- Oversees work of Records Clerk (currently in the same pay grade)

Interfaces with District Attorney's Office, providing reports and researching old case files electronically and manually.

- Creates invoices and collects fees.
- Expunges criminal records per court order
- Follows state, local and federal guidelines for disposing of records.
- Responds to "subpoena" to produce records. – Must assess of appropriateness of request with assistant from management.
- Interacts with the Probation Department, providing reports and research on criminals.

Provides technical expertise and skills by the following:

- Troubleshooting computer issues, performing administrator duties on the Incident, CAD Dispatch, Jail and PTS systems.
- Enters, verifies, corrects information in the UCR data base
- Manages the UCR database for Pascagoula's police department
- Creates fillable documents and templates for the department
- Maintains printers, copiers, faxes for Record Department



City of Pascagoula Job Description

Records Data Coordinator

DEPARTMENT: Police
EXEMPT(Y/N): No
REPORTS TO: Administrative Captain

LABOR GRADE: 106
POSITION CODE:

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This position is responsible for the integrity of the Incident Program and the Reports to various police and government agencies requesting information. The incumbent trains department personnel, including officers, on how to access and record information using the Incident Program. Integrity of the program demands all data submitted is accurate in terms of content, spelling, grammar.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Analyzes
 - Performs statistical research and analysis.
 - Compiles and interprets statistics.
 - Collects, compiles, interprets, and analyzes raw data and makes recommendations.
 - Tracks and presents findings related to criminal activity, patterns and trends.
 - Prepares predictions of criminal activity based upon previously reported activity and an analysis of typical behavior patterns.
 - Generates reports, maps, charts, graphs and other visual aids.
- Trains others in use of the Incident Program, Jail, CAD, PTS
 - Orientates new employees within department to the program
 - Assist department in pulling reports
 - Oversees work of records clerk
- Provides customer service
 - Responds to requests and inquiries from the general public.
 - Works cooperatively with other departments, City officials, and outside agencies.
 - Responds to following request: Public records request, subpoenas and other governmental agency request
 - Represents the City of Pascagoula in responding to request
 - Responds tactfully, clearly, concisely, and appropriately to inquiries from the public, City staff, or other agencies on sensitive issues in area of responsibility.
 - Creates invoices and collects fees
- Interprets a variety of laws, codes and court related request/Legal duties

- Expunges criminal records per court order
- Follows state, local and federal guidelines for disposing of records
- Interfaces with District Attorney's Office, providing reports and researching old case files electronically and manually
- Interacts with the Probation Department, providing reports and research on criminals
- Responds to "subpoena" to produce records
 - Must assess of appropriateness of request with assistant from management
- Responds to Privacy Act, Freedom of Information Act
- Provides technical expertise and skills
 - Maintains printers, copiers, faxes with Record Department
 - Troubleshoots computer issues
 - Performs "administrator" duties on the Incident, CAD Dispatch, Jail and PTS systems
 - Enters, verifies, corrects information in the UCR data base
 - Manages the UCR database for Pascagoula's police department
 - Creates fillable documents and templates for the department
- Performs General Office Task
 - Backs up to front desk, Records Clerk
 - Operates office equipment including computers and supporting crime analysis programs and databases.
 - Create and develop reports using miscellaneous data bases
 - Logs into and searches several systems
 - Assigns felon numbers
 - Inputting, filing and retrieving of miscellaneous records including
 - Fingerprints and criminal history for felony and misdemeanor
 - Arrest records and jail records
 - Vehicle maintenance records
- Is responsible for Reports and Recordkeeping
 - Prepares clear and concise reports.
 - Prepares Uniform Crime report for FBI
 - Organizes and maintains historical records for future retrieval.
- Any other duties assigned by the supervisor.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position oversees the work and processes for the records department. Trains and assist department members on systems utilized for data retrieval. Verify cash and bank deposits performed by the records clerk

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent and 2-5 years of experience in clerical positions; or any combination of education and experience that demonstrates the required knowledge, skills and abilities. Experience managing and handling cash transactions. Must have understanding of operating data bases, performing statistical analysis, using police department software to analyze data and create reports.

SPECIAL QUALIFICATIONS:

Ability to operate computer equipment and the following software:

Court Program

Incident Program

Application of statistical modeling

Strong math skills

Good customer service skills

A valid driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one and small group setting. A courteous and friendly demeanor is essential for this position. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential.

PHYSICAL DEMANDS:

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

Work requires periods of sustained sitting, standing, and walking and the ability to see, speak, and hear. Work requires physical activity. Some light lifting (10 pounds) is required. Requires the use of hands and fingers to input data into computer.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

This position typically works in a well-lit, climate controlled and ventilated office environment and requires observance of safe work practices, fire regulations and avoidance of falls, trips and similar office work hazards.



AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Human Resources Department

Contact Name: Brenda Germany

Phone: 762-2445

Agenda Topic: Annual Group Health Plan Reinsurance (Stop-Loss) Renewal

Attach additional information as necessary

Action Requested:

Recommend approval of Group Health Plan Reinsurance renewal through Lockard & Williams Insurance Services. No increase in City or Employee funding required. Contract period will be 10/01/2013 to 09/30/2014. Contract will be submitted for signatures following approval of renewal rates. Please authorize City Manager to execute said contract upon receipt.

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 checked="" 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

Telephone
(228) 762-2500

Lockard & Williams



Facsimile
(228) 769-0401

INSURANCE SERVICES, P.A.

1505 Jackson Avenue
Post Office Box 1688
Pascagoula, Mississippi
39568-1688

Mayor/Council Members/City Manager
City of Pascagoula
P.O. Drawer 908
603 Watts Avenue
Pascagoula, MS 39567

RE: Reinsurance Renewal
Employee Health Care Plan
October 1, 2013

Dear Gentlemen:

Please find attached the City of Pascagoula Employee Health Care Plan Profit/Loss through August 31, 2013 as well as the three prior years. This reflects a total savings to the City of \$747,772.

Also attached are the renewal rates for the reinsurance contract as well as the administrative fees which will become effective October, 1, 2013. Based on the renewal options we recommend the City change from the \$50,000 specific deductible to the \$75,000 specific deductible. This change will reduce the renewal reinsurance rates by \$110,000 and will reduce the aggregating specific deductible by \$125,000.

Once the new rates have been reviewed and approved, we will submit the appropriate documents for signature in order to finalize the reinsurance policy.

We have enjoyed serving the City of Pascagoula and its employees and look forward to continuing our service in the upcoming Plan year.

Sincerely,

John T. Lockard

City of Pascagoula

Profit & Loss Report

Contract Year 10/2012-9/2013

Administrative & Reinsurance Fees---Claims Invoiced to the City (Month to Date)

	Funding	Fixed Costs	Claims	Profit/Loss
Beginning Balance				\$0.00
October 2012	\$230,159.49	(\$47,489.10)	(\$185,401.83)	(\$2,731.44)
November 2012	\$229,738.43	(\$47,536.31)	(\$135,326.54)	\$46,875.58
December 2012	\$230,189.45	(\$47,779.10)	(\$166,184.09)	\$16,226.26
January 2013	\$228,809.69	(\$48,363.84)	(\$260,338.56)	(\$79,892.71)
February 2013	\$229,079.65	(\$48,307.05)	(\$281,890.97)	(\$101,118.37)
March 2013	\$231,602.78	(\$48,404.75)	(\$146,562.03)	\$36,636.00
April 2013	\$229,586.57	(\$49,647.44)	(\$59,576.86)	\$120,362.27
May 2013	\$229,146.06	(\$49,045.01)	(\$270,024.00)	(\$89,922.95)
June 2013	\$229,978.63	(\$49,760.68)	(\$179,179.82)	\$1,038.13
July 2013	\$230,573.47	(\$48,730.20)	(\$294,643.33)	(\$112,800.06)
				\$0.00
Total	\$2,298,864.22	(\$485,063.48)	(\$1,979,128.03)	(\$165,327.29)

*manual adjustment \$15,150.24 december 2012

*july 2013 actual claims \$476,619.15, reinsurance due \$181,975.82

Reinsurance Reimbursements

Contract Year

October 2012 rec'vd	2011-2012	\$	29,634.34
December 2012 rec'vd	2011-2012	\$	75,110.64
April 2013 Rec'vd	2012-2013	\$	81,963.99

TOTAL

\$ 186,708.97

Prescription Reimbursements

October 2012 rec'vd	2011-2012	\$	2,959.21
January 2013 rec'vd	2012-2013	\$	2,284.11
July 2013 rec'vd	2012-2013	\$	2,160.66

TOTAL

\$ 7,403.98

State Risk Pool Fees Paid

4th Qtr 11-12 Contract, Pd Oct 2012			(\$2,022.00)
1st Qtr 12-13 Contract, Pd May 2013			(\$2,073.00)
2nd Qtr 12-13 Contract, Pd July 2013			(\$2,100.00)

TOTAL

(\$6,195.00)

GRAND TOTAL

\$22,590.66

**Reinsurance Reimbursements Pending
(Not included in total above)**

45469	2012-2013	\$	700.03
33970	2012-2013	\$	27,721.17
41923	2012-2013	\$	3,935.24
38644	2012-2013	\$	8,519.87

TOTAL

\$ 40,876.31

Note - This statement is based on claims invoiced to the city, it is not an indication of the actual cash flow in the insurance fund, nor a reflection of the funds solvency.

City of Pascagoula

Profit & Loss Report

Contract Year 10/2011-9/2012

Administrative & Reinsurance Fees---Claims Invoiced to the City (Month to Date)

	Funding	Fixed Costs	Claims	Profit/Loss
Beginning Balance				\$0.00
<i>October 2011</i>	\$229,923.72	(\$48,475.46)	(\$86,846.70)	\$94,601.56
<i>November 2011</i>	\$229,928.89	(\$48,357.63)	(\$189,346.74)	(\$7,775.48)
<i>December 2011</i>	\$229,642.70	(\$48,275.97)	(\$299,744.59)	(\$118,377.86)
<i>January 2012</i>	\$230,548.98	(\$48,398.63)	(\$50,416.19)	\$131,734.16
<i>February 2012</i>	\$225,597.98	(\$47,439.53)	(\$409,504.69)	(\$231,346.24)
<i>March 2012</i>	\$225,004.81	(\$48,496.39)	(\$138,037.66)	\$38,470.76
<i>April 2012</i>	\$224,830.86	(\$45,868.98)	(\$138,980.53)	\$39,981.35
<i>May 2012</i>	\$225,136.90	(\$47,534.40)	(\$172,164.96)	\$5,437.54
<i>June 2012</i>	\$225,559.76	(\$47,981.63)	(\$168,758.97)	\$8,819.16
<i>July 2012</i>	\$224,555.82	(\$47,019.08)	(\$56,171.95)	\$121,364.79
<i>August 2012</i>	\$222,353.98	(\$46,242.63)	(\$240,899.29)	(\$64,787.94)
<i>September 2012</i>	\$226,209.54	(\$46,328.91)	(\$246,550.44)	(\$66,669.81)
Total	\$2,719,293.94	(\$570,419.24)	(\$2,197,422.71)	(\$48,548.01)

Reinsurance Reimbursements

		Contract Year		
October 2011 rec'vd	60623	<i>2010-2011</i>	\$ 74,479.15	
November 2011 rec'vd	1027-60622-998-60623	<i>2010-2011</i>	\$ 156,439.94	
December 2011 rec'vd	20562-1115	<i>2010-2011</i>	\$ 3,642.78	
March 2012 rec'vd	1147	<i>2011-2012</i>	\$ 13,096.99	
August 2012 rec'vd	1147-1027	<i>2011-2012</i>	\$ 11,839.86	
September 2012 rec'vd	20804	<i>2011-2012</i>	\$ 3,072.48	
		TOTAL		\$ 262,571.20

Prescription Reimbursements

November 2011 rec'vd		<i>2010-2011</i>	\$ 3,341.00	
January 2012 rec'vd		<i>2011-2012</i>	\$ 2,603.65	
April 2012 rec'vd		<i>2011-2012</i>	\$ 2,758.42	
July 2012 rec'vd		<i>2011-2012</i>	\$ 2,594.08	
September 2012 rec'vd		<i>2011-2012</i>	\$ 457.99	
		TOTAL		\$ 11,755.14

State Risk Pool Fees Paid

4th Qtr. 2011 Contract	Pd. Oct. 2011	<i>2010-2011</i>	(\$1,054.50)	
1st Qtr. 2012 Contract	Pd. Jan. 2012	<i>2011-2012</i>	(\$1,065.00)	
2nd Qtr. 2012 Contract	Pd. April 2012	<i>2011-2012</i>	(\$1,050.00)	
3rd Qtr. 2012 Contract	Pd. July 2012	<i>2011-2012</i>	(\$2,025.00)	
		TOTAL		(\$5,194.50)

GRAND TOTAL **\$220,583.83**

Reinsurance Reimbursements Pending

(Not included in total above)

1147	<i>2011-2012</i>	\$ 180.00	
1027	<i>2011-2012</i>	\$ 19,719.37	
45989	<i>2011-2012</i>	\$ 20,827.20	
	TOTAL		\$ 40,726.57

Note - This statement is based on claims invoiced to the city, it is not an indication of the actual cash flow in the insurance fund, nor a reflection of the funds solvency.

City of Pascagoula

Profit & Loss Report

Contract Year 10/2010-9/2011

Administrative & Reinsurance Fees---Claims Invoiced to the City (Month to Date)

	Funding	Fixed Costs	Claims	Profit/Loss
Beginning Balance				\$0.00
October 2010	\$234,737.58	\$43,519.33	\$222,768.84	(\$31,550.59)
November 2010	\$234,935.65	\$45,052.37	\$169,049.97	\$20,833.31
December 2010	\$237,352.89	\$44,691.36	\$155,494.81	\$37,166.72
January 2011	\$236,671.73	\$44,986.99	\$164,251.98	\$27,432.76
February 2011	\$234,393.23	\$44,761.70	\$117,947.58	\$71,683.95
March 2011	\$238,916.61	\$45,766.39	\$197,096.68	(\$3,946.46)
April 2011	\$235,465.45	\$44,086.20	\$186,508.08	\$4,871.17
May 2011	\$235,988.63	\$44,124.08	\$194,121.25	(\$2,256.70)
June 2011	\$235,972.60	\$44,732.36	\$153,805.35	\$37,434.89
July 2011	\$233,872.17	\$44,218.87	\$187,783.56	\$1,869.74
August 2011	\$233,630.08	\$43,572.11	\$356,142.50	(\$166,084.53)
September 2011	\$234,948.84	\$43,947.71	\$246,255.86	(\$55,254.73)
Total	\$2,826,885.46	\$533,459.47	\$2,351,226.46	(\$57,800.47)
Reinsurance Reimbursements				
October 2010 rec'vd	1092	<i>09-10 contract</i>	\$26,481.09	
November 2010 rec'vd	38178 & 33227	<i>09-10 contract</i>	\$61,624.76	
March 2011 rec'vd	60622	<i>10-11 contract</i>	\$6,516.25	
April 2011 rec'vd	1115	<i>10-11 contract</i>	\$11,245.64	
May 2011 rec'vd		<i>09-10 contract</i>	\$6,227.12	
July 2011 rec'vd	60622, 20562, & 1115	<i>10-11 contract</i>	\$91,205.46	
Sep 2011 rec'vd	60622, 20562, & 1115	<i>10-11 contract</i>	\$44,413.96	
		TOTAL		\$247,714.28
Prescription Reimbursements				
October 2010 rec'vd		<i>09-10 contract</i>	\$3,350.21	
January 2011 rec'vd		<i>10-11 contract</i>	\$2,934.75	
April 2011 rec'vd		<i>10-11 contract</i>	\$2,941.20	
July 2011 rec'vd		<i>10-11 contract</i>	\$3,010.20	
		TOTAL		\$12,236.36
State Risk Pool Fees				
4th Qtr. 2009	Pd. Oct. 2010		\$1,092.00	
1st Qtr. 2010	Pd. Jan. 2011		\$1,054.50	
2nd Qtr. 2011	Pd. Apr. 2011		\$1,071.00	
3rd Qtr. 2011	pd. July. 2011		\$1,062.00	
		TOTAL		\$4,279.50
Grand Total				\$197,870.67
Reinsurance Reimbursements Pending (Not included in total)				
60622		<i>10-11 contract</i>	\$ 12,632.10	
1115		<i>10-11 contract</i>	\$ 14,166.49	
20562		<i>10-11 contract</i>	\$ 29,523.35	
1027		<i>10-11 contract</i>	\$ 8,336.71	
998		<i>10-11 contract</i>	\$ 1,169.60	
60623		<i>10-11 contract</i>	\$ 89,970.25	\$ 155,798.50

Note - This statement is based on claims invoiced to the city, it is not an indication of the actual cash flow in the insurance fund, nor a reflection of the funds solvency.

City of Pascagoula

Renewal: October 1, 2013

		<u>Current Rates</u>	<u>Renewal \$50k Spec Ded</u>	<u>Renewal \$75k Spec Ded</u>
I. Single	104			
Specific		\$100.80	\$109.98	\$88.05
Admin		14.50	14.50	14.50
Precert		1.75	1.75	1.75
Agg Prem		5.76	5.76	5.87
Wellness		5.00	5.00	5.00
Vision		2.00	2.00	2.00
Funding		<u>420.69</u>	<u>420.69</u>	<u>433.75</u>
		\$550.50	\$559.68	\$550.92
II. Emp/Sp	20			
Specific		\$219.15	\$234.03	\$186.36
Admin		14.50	14.50	14.50
Precert		1.75	1.75	1.75
Agg Prem		5.76	5.76	5.87
Wellness		5.00	5.00	5.00
Vision		2.00	2.00	2.00
Funding		<u>1,037.25</u>	<u>1,037.25</u>	<u>1,070.65</u>
		\$1,285.41	\$1,300.29	\$1,286.13
III. Emp/Ch	38			
Specific		\$174.77	\$187.51	\$149.50
Admin		14.50	14.50	14.50
Precert		1.75	1.75	1.75
Agg Prem		5.76	5.76	5.87
Wellness		5.00	5.00	5.00
Vision		2.00	2.00	2.00
Funding		<u>855.67</u>	<u>855.67</u>	<u>883.53</u>
		\$1,059.45	\$1,072.19	\$1,062.15
IV. Family	68			
Specific		\$302.99	\$321.88	\$255.99
Admin		14.50	14.50	14.50
Precert		1.75	1.75	1.75
Agg Prem		5.76	5.76	5.87
Wellness		5.00	5.00	5.00
Vision		2.00	2.00	2.00
Funding		<u>1,426.11</u>	<u>1,426.11</u>	<u>1,471.87</u>
		\$1,758.11	\$1,777.00	\$1,756.98
Reins. Prem.		\$521,226.96	\$557,478.48	\$447,873.84
Lasers		Total of \$240k Named Agg Specific Ded for 5 claimants	Total of \$500k Named Agg Specific Ded for 10 claimants	Total of \$375k Named Agg Specific Ded for 10 claimants



AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Human Resources Department

Contact Name: Brenda Germany

Phone: 762-2445

Agenda Topic: City of Pascagoula Employees 2014 Voluntary Insurance Program

Attach additional information as necessary

Action Requested:

Approval of the City of Pascagoula Employees 2014 Voluntary Insurance Program as recommended by the City of Pascagoula Insurance Committee at the August 27, 2013 meeting. Please see the attached memorandum for a detailed provider listing.

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

*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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MEMORANDUM

TO: JOE HUFFMAN,
COUNCIL MEMBERS

FROM: BRENDA GERMANY

SUBJECT: CITY OF PASCAGOULA EMPLOYEES' 2014 VOLUNTARY INSURANCE PROGRAM

DATE: 08/28/2013

At the August 27, 2013 meeting, the City of Pascagoula Insurance Committee reviewed the current Voluntary Insurance program and unanimously recommended the following providers for the City of Pascagoula Employees 2014 Voluntary Insurance Program:

Accident – Colonial Life
Cancer – Colonial Life
Critical Illness – AFLAC
Dental – MetLife
Hospital Indemnity – Colonial Life
Short/Term Disability – Colonial Life
Term Life – Mutual of Omaha
Universal Life – Colonial Life

The 2014 Voluntary Insurance Program reflects no change from the current 2013 program. The Human Resources staff concurs with these recommendations.



AGENDA ITEM REQUEST FORM

Meeting Date: 09/03/2013

Submitting Department or Individual: Human Resources

Contact Name: Brenda Germany

Phone: 762-2445

Agenda Topic: Amendment #18 to City of Pascagoula Employees' Health Care Plan

Attach additional information as necessary

Action Requested:

Approval to amend individual annual maximum benefit limit in compliance with PPACA of 2010 and amend the covered Wellness Benefit allowances to comply with PPACA 2010 as recommended by City of Pascagoula Insurance Committee. Please authorize City Manager to execute said Amendment.

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 type="checkbox"/>		<input checked="" 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

CITY OF PASCAGOULA
Employee Health Care Plan
Amendment #18

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

Effective October 1, 2013:

Page 3 – Schedule of Benefits – Maximum Benefit per Covered Person per Calendar Year For is amended to read as follows:

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

Page 22 – Medical Expense Benefit – Wellness/Preventative Services is amended to read as follows:

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 are approved by the City Council as eligible for this benefit.

These changes, as approved by the City of Pascagoula on _____ 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: _____



AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Revised Bid Award for Point Park Site Improvements - Re-bid

Attach additional information as necessary

Action Requested:

Accept Engineer's recommendation and award the revised base bid schedule #1, 2, 5, 6, & 7 for the construction of Point Park Site Improvements - Re-bid in the amount of \$1,286,183.41 to Knowles Construction, Inc. Also, accept revised change order #1 for a decrease in the contract amount for bid schedule 1 of \$19,741.00 for a total project cost of \$1,266,442.41. 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*

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

August 19, 2013

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
2835 Pascagoula Street
Pascagoula, MS 39567

Re: City of Pascagoula Point Park Site Improvements 2013 – RE-BID
(C.E. Job #: 212-017 RE-BID)

Dear Ms. Crew:

Enclosed please find a copy of the Certified Bid Tabulation of the bids received and opened on June 13, 2013 for the above referenced project.

After additional comments and requirements of the review agencies, we have reviewed the bids and provide the revised recommendation to award to Knowles Construction, Inc. for the following bid schedules:

Bid Schedule 1	\$730,247.00
Bid Schedule 2	\$247,330.50
Bid Schedule 5	\$262,098.10
Bid Schedule 6	\$22,007.81
Bid Schedule 7	<u>\$24,500.00</u>
Total Bid Schedules 1-2 and 5-7	\$1,286,183.41

Award of this project is contingent upon agency approval.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

Enclosure

pc: Knowles Construction, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

Bid Bond included:						Yes	Yes			Yes					
Addenda received and acknowledged:						Yes	Yes			Yes					
Certificate of Responsibility Number:						11798MC	15270-MC			17031-MC					
Engineer's Estimate						Knowles Construction, Inc.	R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013						17581 Old Hwy 49 Saucier, MS 39574	6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 40,000.00	\$ 40,000.00		\$ 42,000.00	\$ 42,000.00		\$ 9,000.00	\$ 9,000.00		\$ 45,000.00	\$ 45,000.00	
2	Erosion/sediment control	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 1,500.00	\$ 1,500.00		\$ 3,105.00	\$ 3,105.00		\$ 6,300.00	\$ 6,300.00	
3	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,000.00	\$ 5,000.00		\$ 15,000.00	\$ 15,000.00		\$ 4,500.00	\$ 4,500.00	
4	Temporary silt fence	LF	2,701	\$ 5.00	\$ 13,505.00		\$ 5.00	\$ 13,505.00		\$ 2.96	\$ 7,994.96	1	\$ 3.00	\$ 8,103.00	
5	Saw cut pavement (all thicknesses)	LF	900	\$ 3.00	\$ 2,700.00		\$ 2.00	\$ 1,800.00		\$ 4.15	\$ 3,735.00		\$ 5.00	\$ 4,500.00	
6	Pavement removal (all thicknesses)	SY	27,217	\$ 3.50	\$ 95,259.50		\$ 2.00	\$ 54,434.00		\$ 1.72	\$ 46,813.24		\$ 2.00	\$ 54,434.00	
7	Remove drainage structures (all sizes)	EA	1	\$ 250.00	\$ 250.00		\$ 750.00	\$ 750.00		\$ 300.00	\$ 300.00		\$ 600.00	\$ 600.00	
8	Remove drainage pipe (all sizes)	LF	75	\$ 5.00	\$ 375.00		\$ 10.00	\$ 750.00		\$ 6.67	\$ 500.25	1	\$ 10.00	\$ 750.00	
9	Tree Removal (all sizes)	EA	3	\$ 500.00	\$ 1,500.00		\$ 500.00	\$ 1,500.00		\$ 800.00	\$ 2,400.00		\$ 450.00	\$ 1,350.00	
10	Power pole & power line removal	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00	\$ 2,500.00		\$ 250.00	\$ 250.00		\$ 2,500.00	\$ 2,500.00	
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	1	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00	\$ 10,000.00		\$ 85,000.00	\$ 85,000.00		\$ 70,000.00	\$ 70,000.00	
12	Relocate existing Army Corps of Engineers Bench Mark	EA	2	\$ 1,500.00	\$ 3,000.00		\$ 500.00	\$ 1,000.00		\$ 500.00	\$ 1,000.00		\$ 500.00	\$ 1,000.00	
15	Tensar TX5 Structural Geogrid	SY	26,505	\$ 3.50	\$ 92,767.50		\$ 2.60	\$ 68,913.00		\$ 3.10	\$ 82,165.50		\$ 4.25	\$ 112,646.25	
16	Import fill material (field measure)	CY	14,755	\$ 9.00	\$ 132,795.00		\$ 11.00	\$ 162,305.00		\$ 12.58	\$ 185,617.90		\$ 9.85	\$ 145,336.75	
17	Unclassified excavation (field measure)	CY	250	\$ 3.00	\$ 750.00		\$ 7.00	\$ 1,750.00		\$ 3.90	\$ 975.00		\$ 4.50	\$ 1,125.00	
18	Undercut and haul off (field measure)	CY	7,640	\$ 4.00	\$ 30,560.00		\$ 6.00	\$ 45,840.00		\$ 3.90	\$ 29,796.00		\$ 6.00	\$ 45,840.00	
19	Testing	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,000.00	\$ 5,000.00		\$ 8,512.00	\$ 8,512.00		\$ 6,500.00	\$ 6,500.00	
20	Aggregate pavement base (610 crushed limestone)	TON	8,040	\$ 37.50	\$ 301,500.00		\$ 32.00	\$ 257,280.00		\$ 35.00	\$ 281,400.00		\$ 36.00	\$ 289,440.00	
21	4" schedule 40 sleeving	LF	1,850	\$ 4.00	\$ 7,400.00		\$ 6.00	\$ 11,100.00		\$ 6.52	\$ 12,062.00		\$ 6.75	\$ 12,487.50	

**CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC				
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567				
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note		
22	Miscellaneous signage	EA	2	\$ 500.00	\$ 1,000.00		\$ 700.00	\$ 1,400.00		\$ 1,050.00	\$ 2,100.00		\$ 650.00	\$ 1,300.00			
23	Entry sign	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 5,000.00	\$ 5,000.00		\$ 3,000.00	\$ 3,000.00		\$ 6,350.00	\$ 6,350.00			
24	CIAP Temporary Construction Sign (Type D)	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	\$ 2,000.00		\$ 800.00	\$ 800.00		\$ 1,900.00	\$ 1,900.00			
25	CIAP Permanent Sign (Type C)	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	\$ 2,000.00		\$ 800.00	\$ 800.00		\$ 3,700.00	\$ 3,700.00			
26	Guard Cable	LF	1,020	\$ 12.50	\$ 12,750.00		\$ 12.00	\$ 12,240.00		\$ 9.40	\$ 9,588.00		\$ 14.50	\$ 14,790.00			
27	Seeding	SY	9,350	\$ 2.00	\$ 18,700.00		\$ 0.30	\$ 2,805.00		\$ 2.25	\$ 21,037.50		\$ 2.72	\$ 25,432.00			
28	Sodding	SY	3,075	\$ 4.00	\$ 12,300.00		\$ 5.00	\$ 15,375.00		\$ 5.00	\$ 15,375.00		\$ 6.30	\$ 19,372.50			
29	Highrise Live Oak (min 6" caliper)	EA	10	\$ 1,500.00	\$ 15,000.00		\$ 250.00	\$ 2,500.00		\$ 1,868.75	\$ 18,687.50	1	\$ 1,350.00	\$ 13,500.00			
TOTAL BID SCHEDULE 1 (TO BE READ ALOUD):				\$ 801,612.00				\$ 730,247.00				\$ 847,014.85			2	\$ 898,757.00	

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00		\$ 1,500.00	\$ 1,500.00		\$ 5,000.00	\$ 5,000.00	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,000.00	\$ 5,000.00		\$ 1,500.00	\$ 1,500.00		\$ 4,000.00	\$ 4,000.00	
3	Saw cut pavement (all thicknesses)	LF	50	\$ 3.00	\$ 150.00		\$ 4.00	\$ 200.00		\$ 4.15	\$ 207.50		\$ 7.00	\$ 350.00	
4	Pavement removal (all thicknesses)	SY	10	\$ 3.50	\$ 35.00		\$ 2.00	\$ 20.00		\$ 9.00	\$ 90.00		\$ 6.00	\$ 60.00	1
5	Testing	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 1,500.00	\$ 1,500.00		\$ 2,344.00	\$ 2,344.00		\$ 4,000.00	\$ 4,000.00	
6	Asphalt paving (2" of Surface Course SC-1)	SY	17,050	\$ 11.00	\$ 187,550.00		\$ 9.50	\$ 161,975.00		\$ 9.50	\$ 161,975.00		\$ 9.80	\$ 167,090.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
7	Concrete sidewalk	SF	7,900	\$ 5.00	\$ 39,500.00		\$ 6.00	\$ 47,400.00		\$ 4.46	\$ 35,234.00		\$ 5.00	\$ 39,500.00				
8	Stop bar (Thermoplastic)	EA	7	\$ 250.00	\$ 1,750.00		\$ 400.00	\$ 2,800.00		\$ 392.00	\$ 2,744.00		\$ 450.00	\$ 3,150.00				
9	Do Not Enter Symbols (Thermoplastic)	EA	5	\$ 400.00	\$ 2,000.00		\$ 650.00	\$ 3,250.00		\$ 672.00	\$ 3,360.00		\$ 700.00	\$ 3,500.00				
10	Painted arrows (Thermoplastic)	SF	961	\$ 6.00	\$ 5,766.00		\$ 5.50	\$ 5,285.50		\$ 5.60	\$ 5,381.60		\$ 6.00	\$ 5,766.00				
11	Accessibility parking space access aisle (Thermoplastic)	EA	2	\$ 750.00	\$ 1,500.00		\$ 200.00	\$ 400.00		\$ 168.00	\$ 336.00		\$ 315.00	\$ 630.00				
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	4	\$ 500.00	\$ 2,000.00		\$ 300.00	\$ 1,200.00		\$ 280.00	\$ 1,120.00		\$ 315.00	\$ 1,260.00				
13	Accessibility sign and post	EA	4	\$ 750.00	\$ 3,000.00		\$ 500.00	\$ 2,000.00		\$ 172.50	\$ 690.00		\$ 400.00	\$ 1,600.00	1			
14	ADA Ramp	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 650.00	\$ 1,300.00		\$ 650.00	\$ 1,300.00		\$ 450.00	\$ 900.00				
TOTAL BID SCHEDULE 2 (TO BE READ ALOUD):				\$ 265,751.00				\$ 247,330.50				\$ 217,782.10				\$ 236,806.00		2

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC				
BID SCHEDULE 3 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567				
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note		
1	Mobilization/Demobilization	LS	1	\$ 7,000.00	\$ 7,000.00		\$ 8,500.00	\$ 8,500.00		\$ 200.00	\$ 200.00		\$ 5,000.00	\$ 5,000.00			
2	Construction survey	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 3,000.00	\$ 3,000.00		\$ 1,000.00	\$ 1,000.00		\$ 2,500.00	\$ 2,500.00			
3	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 750.00	\$ 750.00		\$ 2,136.00	\$ 2,136.00		\$ 3,000.00	\$ 3,000.00			
4	Asphalt paving (2" of Surface Course SC-1)	SY	9,455	\$ 11.00	\$ 104,005.00		\$ 9.70	\$ 91,713.50		\$ 9.65	\$ 91,240.75	1	\$ 10.00	\$ 94,550.00			
5	Parking stall striping (Thermoplastic)	LF	11,000	\$ 2.50	\$ 27,500.00		\$ 2.25	\$ 24,750.00		\$ 2.24	\$ 24,640.00		\$ 3.00	\$ 33,000.00			
TOTAL BID SCHEDULE 3 (TO BE READ ALOUD):				\$ 140,505.00				\$ 128,713.50				\$ 119,216.75			2	\$ 138,050.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 4 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
1	Mobilization/Demobilization	LS	1	\$ 14,000.00	\$ 14,000.00		\$ 20,000.00	\$ 20,000.00		\$ 500.00	\$ 500.00		\$ 3,000.00	\$ 3,000.00				
2	Construction survey	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 3,000.00	\$ 3,000.00		\$ 1,000.00	\$ 1,000.00		\$ 2,500.00	\$ 2,500.00				
3	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 750.00	\$ 750.00		\$ 2,136.00	\$ 2,136.00		\$ 3,000.00	\$ 3,000.00				
4	Aggregate pavement base (610 crushed limestone)	TON	956	\$ 37.50	\$ 35,850.00		\$ 32.00	\$ 30,592.00		\$ 35.00	\$ 33,460.00		\$ 36.00	\$ 34,416.00				
5	Gravel paving (Including gravel pave 2 system and fine decorative gravel)	SY	9,455	\$ 25.00	\$ 236,375.00		\$ 30.00	\$ 283,650.00		\$ 24.75	\$ 234,011.25		\$ 28.00	\$ 264,740.00				
6	Parking stall markers (each paver)	EA	1,000	\$ 7.50	\$ 7,500.00		\$ 6.00	\$ 6,000.00		\$ 2.50	\$ 2,500.00		\$ 45.00	\$ 45,000.00				
TOTAL BID SCHEDULE 4 (TO BE READ ALOUD):				\$ 295,725.00				\$ 343,992.00				\$ 273,607.25				\$ 352,656.00		

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 17,000.00	\$ 17,000.00		\$ 2,000.00	\$ 2,000.00		\$ 5,500.00	\$ 5,500.00	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 2,500.00	\$ 2,500.00		\$ 4,000.00	\$ 4,000.00		\$ 4,500.00	\$ 4,500.00	
3	Saw cut pavement (all thicknesses)	LF	150	\$ 3.00	\$ 450.00		\$ 4.00	\$ 600.00		\$ 4.15	\$ 622.50		\$ 5.00	\$ 750.00	
4	Pavement removal (all thicknesses)	SY	100	\$ 3.50	\$ 350.00		\$ 2.00	\$ 200.00		\$ 9.00	\$ 900.00		\$ 5.00	\$ 500.00	
5	Remove galvanized pipe post	LS	1	\$ 200.00	\$ 200.00		\$ 50.00	\$ 50.00		\$ 50.00	\$ 50.00		\$ 250.00	\$ 250.00	
6	Remove brick column	LS	1	\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00		\$ 50.00	\$ 50.00		\$ 250.00	\$ 250.00	
7	Tensar TX5 Structural Geogrid	SY	915	\$ 3.50	\$ 3,202.50		\$ 2.60	\$ 2,379.00		\$ 3.10	\$ 2,836.50		\$ 4.25	\$ 3,888.75	
8	Import fill material (field measure)	CY	10,200	\$ 9.00	\$ 91,800.00		\$ 11.00	\$ 112,200.00		\$ 12.58	\$ 128,316.00		\$ 9.85	\$ 100,470.00	
9	Unclassified excavation (field measure)	CY	250	\$ 3.00	\$ 750.00		\$ 7.00	\$ 1,750.00		\$ 3.90	\$ 975.00		\$ 4.50	\$ 1,125.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
10	Undercut and haul off (field measure)	CY	610	\$ 4.00	\$ 2,440.00		\$ 7.00	\$ 4,270.00		\$ 3.90	\$ 2,379.00		\$ 6.00	\$ 3,660.00				
11	Pipe gate	EA	1	\$ 1,500.00	\$ 1,500.00		\$ 3,500.00	\$ 3,500.00		\$ 2,086.00	\$ 2,086.00		\$ 3,100.00	\$ 3,100.00				
12	Guard Cable	LF	463	\$ 12.50	\$ 5,787.50		\$ 12.00	\$ 5,556.00		\$ 9.40	\$ 4,352.20		\$ 14.50	\$ 6,713.50				
13	Testing	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 1,500.00	\$ 1,500.00		\$ 3,560.00	\$ 3,560.00		\$ 6,500.00	\$ 6,500.00				
14	Aggregate pavement base (610 crushed limestone)	TON	278	\$ 37.50	\$ 10,425.00		\$ 32.00	\$ 8,896.00		\$ 35.00	\$ 9,730.00		\$ 36.00	\$ 10,008.00				
15	Asphalt Paving (2" of Surface Course SC-1)	SY	75	\$ 11.00	\$ 825.00		\$ 45.00	\$ 3,375.00		\$ 30.24	\$ 2,268.00		\$ 31.50	\$ 2,362.50				
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	842	\$ 65.00	\$ 54,730.00		\$ 50.00	\$ 42,100.00		\$ 41.85	\$ 35,237.70		\$ 65.00	\$ 54,730.00				
17	Concrete Side Walk	SF	1,582	\$ 5.00	\$ 7,910.00		\$ 6.00	\$ 9,492.00		\$ 4.46	\$ 7,055.72		\$ 5.00	\$ 7,910.00				
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	1	\$ 750.00	\$ 750.00		\$ 200.00	\$ 200.00		\$ 168.00	\$ 168.00		\$ 315.00	\$ 315.00				
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	2	\$ 500.00	\$ 1,000.00		\$ 300.00	\$ 600.00		\$ 280.00	\$ 560.00		\$ 315.00	\$ 630.00				
20	Seeding	SY	2,567	\$ 2.00	\$ 5,134.00		\$ 0.30	\$ 770.10		\$ 2.25	\$ 5,775.75		\$ 2.72	\$ 6,982.24				
21	Sodding	SY	11,165	\$ 4.00	\$ 44,660.00		\$ 4.00	\$ 44,660.00		\$ 5.00	\$ 55,825.00		\$ 6.30	\$ 70,339.50				
TOTAL BID SCHEDULE 5 (TO BE READ ALOUD):				\$ 253,914.00				\$ 262,098.10				\$ 268,747.37				\$ 290,484.49		

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
1	Mobilization/Demobilization	LS	1	\$ 1,100.00	\$ 1,100.00		\$ 1,500.00	\$ 1,500.00		\$ 200.00	\$ 200.00		\$ 4,000.00	\$ 4,000.00				
2	Construction survey	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 310.00	\$ 310.00		\$ 1,500.00	\$ 1,500.00				
3	Site lighting complete	ALLOW.	1	\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81				
TOTAL BID SCHEDULE 6 (TO BE READ ALOUD):				\$ 21,607.81				\$ 22,007.81				\$ 19,517.81				\$ 24,507.81		

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 500.00	\$ 500.00		\$ 3,000.00	\$ 3,000.00		\$ 400.00	\$ 400.00		\$ 4,000.00	\$ 4,000.00	
2	Construction survey	LS	1	\$ 500.00	\$ 500.00		\$ 1,000.00	\$ 1,000.00		\$ 500.00	\$ 500.00		\$ 1,000.00	\$ 1,000.00	
3	Remove Existing Concrete Walkway	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 2,500.00	\$ 2,500.00		\$ 350.00	\$ 350.00		\$ 1,500.00	\$ 1,500.00	
4	Wooden Pedestrian Bridge	LS	1	\$ 18,000.00	\$ 18,000.00		\$ 18,000.00	\$ 18,000.00		\$ 9,744.00	\$ 9,744.00		\$ 30,705.00	\$ 30,705.00	
TOTAL BID SCHEDULE 7 (TO BE READ ALOUD):				\$	20,500.00		\$	24,500.00		\$	10,994.00		\$	37,205.00	
TOTAL BID SCHEDULE 1:				\$	801,612.00		\$	730,247.00		\$	847,014.85		\$	898,757.00	
TOTAL BID SCHEDULES 1 & 2:				\$	1,067,363.00		\$	977,577.50		\$	1,064,796.95		\$	1,135,563.00	
TOTAL BID SCHEDULES 1, 2, & 3:				\$	1,207,868.00		\$	1,106,291.00		\$	1,184,013.70		\$	1,273,613.00	
TOTAL BID SCHEDULES 1, 2, 3, & 4:				\$	1,503,593.00		\$	1,450,283.00		\$	1,457,620.95		\$	1,626,269.00	
TOTAL BID SCHEDULES 1, 2, 3, 4 & 5:				\$	1,757,507.00		\$	1,712,381.10		\$	1,726,368.32		\$	1,916,753.49	
TOTAL BID SCHEDULES 1, 2, 3, 4, 5, & 6:				\$	1,779,114.81		\$	1,734,388.91		\$	1,745,886.13		\$	1,941,261.30	
TOTAL BID SCHEDULES 1, 2, 3, 4, 5, 6, & 7:				\$	1,799,614.81		\$	1,758,888.91		\$	1,756,880.13		\$	1,978,466.30	
TOTAL BID SCHEDULES 1, 2, 5, 6, & 7:				\$	1,363,384.81		\$	1,286,183.41		\$	1,364,056.13		\$	1,487,760.30	

Notes: 1-Multiplication Error.
2-Addition Error.

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

Bid Bond included:				Yes			Yes			Yes		
Addenda received and acknowledged:				Yes			Yes			Yes		
Certificate of Responsibility Number:				05808-SC			13234-MC & 07628-MC			08365-MC		
				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 25,000.00	\$ 25,000.00		\$ 26,000.00	\$ 26,000.00		\$ 43,406.40	\$ 43,406.40	
2	Erosion/sediment control	LS	1	\$ 7,500.00	\$ 7,500.00		\$ 11,000.00	\$ 11,000.00		\$ 5,520.00	\$ 5,520.00	
3	Construction survey	LS	1	\$ 20,000.00	\$ 20,000.00		\$ 11,000.00	\$ 11,000.00		\$ 13,225.00	\$ 13,225.00	
4	Temporary silt fence	LF	2,701	\$ 3.50	\$ 9,453.50		\$ 2.50	\$ 6,752.50		\$ 4.25	\$ 11,479.25	
5	Saw cut pavement (all thicknesses)	LF	900	\$ 4.25	\$ 3,825.00		\$ 5.50	\$ 4,950.00		\$ 1.85	\$ 1,665.00	
6	Pavement removal (all thicknesses)	SY	27,217	\$ 2.25	\$ 61,238.25		\$ 3.00	\$ 81,651.00		\$ 2.65	\$ 72,125.05	
7	Remove drainage structures (all sizes)	EA	1	\$ 600.00	\$ 600.00		\$ 378.00	\$ 378.00		\$ 2,750.00	\$ 2,750.00	
8	Remove drainage pipe (all sizes)	LF	75	\$ 7.50	\$ 562.50		\$ 9.00	\$ 675.00		\$ 4.00	\$ 300.00	
9	Tree Removal (all sizes)	EA	3	\$ 300.00	\$ 900.00		\$ 1,012.00	\$ 3,036.00		\$ 460.00	\$ 1,380.00	
10	Power pole & power line removal	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 12,100.00	\$ 12,100.00		\$ 195.00	\$ 195.00	
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	1	\$ 35,000.00	\$ 35,000.00		\$ 40,500.00	\$ 40,500.00		\$ 12,420.00	\$ 12,420.00	
12	Relocate existing Army Corps of Engineers Bench Mark	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 2,750.00	\$ 5,500.00		\$ 948.75	\$ 1,897.50	
15	Tensar TX5 Structural Geogrid	SY	26,505	\$ 4.10	\$ 108,670.50		\$ 4.00	\$ 106,020.00		\$ 5.12	\$ 135,705.60	
16	Import fill material (field measure)	CY	14,755	\$ 12.75	\$ 188,126.25		\$ 13.00	\$ 191,815.00		\$ 13.23	\$ 195,208.65	
17	Unclassified excavation (field measure)	CY	250	\$ 3.75	\$ 937.50		\$ 6.00	\$ 1,500.00		\$ 6.96	\$ 1,740.00	
18	Undercut and haul off (field measure)	CY	7,640	\$ 6.00	\$ 45,840.00		\$ 6.00	\$ 45,840.00		\$ 6.05	\$ 46,222.00	
19	Testing	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 11,000.00	\$ 11,000.00		\$ 23,000.00	\$ 23,000.00	
20	Aggregate pavement base (610 crushed limestone)	TON	8,040	\$ 34.95	\$ 280,998.00		\$ 36.00	\$ 289,440.00		\$ 38.21	\$ 307,208.40	
21	4" schedule 40 sleeving	LF	1,850	\$ 11.00	\$ 20,350.00		\$ 15.50	\$ 28,675.00		\$ 7.48	\$ 13,838.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
22	Miscellaneous signage	EA	2	\$ 1,500.00	\$ 3,000.00		\$ 5,721.00	\$ 11,442.00		\$ 1,653.70	\$ 3,307.40	
23	Entry sign	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 8,100.00	\$ 8,100.00		\$ 7,475.00	\$ 7,475.00	
24	CIAP Temporary Construction Sign (Type D)	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 2,506.00	\$ 2,506.00		\$ 1,725.00	\$ 1,725.00	
25	CIAP Permanent Sign (Type C)	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 2,506.00	\$ 2,506.00		\$ 2,300.00	\$ 2,300.00	
26	Guard Cable	LF	1,020	\$ 15.00	\$ 15,300.00		\$ 45.00	\$ 45,900.00		\$ 24.76	\$ 25,255.20	
27	Seeding	SY	9,350	\$ 3.55	\$ 33,192.50		\$ 4.70	\$ 43,945.00		\$ 2.30	\$ 21,505.00	
28	Sodding	SY	3,075	\$ 7.50	\$ 23,062.50		\$ 6.50	\$ 19,987.50		\$ 7.53	\$ 23,154.75	
29	Highrise Live Oak (min 6" caliper)	EA	10	\$ 500.00	\$ 5,000.00		\$ 1,229.00	\$ 12,290.00		\$ 675.00	\$ 6,750.00	
TOTAL BID SCHEDULE 1 (TO BE READ ALOUD):				\$	901,556.50		\$	1,024,509.00		\$	980,758.20	2

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,187.00	\$ 5,187.00		\$ 3,800.00	\$ 3,800.00	
2	Construction survey	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,500.00	\$ 5,500.00		\$ 4,500.00	\$ 4,500.00	
3	Saw cut pavement (all thicknesses)	LF	50	\$ 5.25	\$ 262.50		\$ 5.50	\$ 275.00		\$ 1.85	\$ 92.50	
4	Pavement removal (all thicknesses)	SY	10	\$ 10.00	\$ 100.00		\$ 45.00	\$ 450.00		\$ 5.25	\$ 52.50	
5	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 5,600.00	\$ 5,600.00		\$ 4,200.00	\$ 4,200.00	
6	Asphalt paving (2" of Surface Course SC-1)	SY	17,050	\$ 9.50	\$ 161,975.00		\$ 9.35	\$ 159,417.50		\$ 10.42	\$ 177,661.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
7	Concrete sidewalk	SF	7,900	\$ 5.95	\$ 47,005.00		\$ 6.05	\$ 47,795.00		\$ 4.30	\$ 33,970.00		
8	Stop bar (Thermoplastic)	EA	7	\$ 385.00	\$ 2,695.00		\$ 385.00	\$ 2,695.00		\$ 300.00	\$ 2,100.00		
9	Do Not Enter Symbols (Thermoplastic)	EA	5	\$ 665.00	\$ 3,325.00		\$ 659.00	\$ 3,295.00		\$ 300.00	\$ 1,500.00		
10	Painted arrows (Thermoplastic)	SF	961	\$ 5.45	\$ 5,237.45		\$ 5.50	\$ 5,285.50		\$ 6.74	\$ 6,477.14		
11	Accessibility parking space access aisle (Thermoplastic)	EA	2	\$ 165.00	\$ 330.00		\$ 165.00	\$ 330.00		\$ 500.00	\$ 1,000.00		
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	4	\$ 280.00	\$ 1,120.00		\$ 275.00	\$ 1,100.00		\$ 500.00	\$ 2,000.00		
13	Accessibility sign and post	EA	4	\$ 350.00	\$ 1,400.00		\$ 412.00	\$ 1,648.00		\$ 300.00	\$ 1,200.00		
14	ADA Ramp	EA	2	\$ 600.00	\$ 1,200.00		\$ 2,085.00	\$ 4,170.00		\$ 700.00	\$ 1,400.00		
TOTAL BID SCHEDULE 2 (TO BE READ ALOUD):				\$ 232,649.95				\$ 242,748.00				\$ 239,953.14	

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 3 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
1	Mobilization/Demobilization	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 2,744.00	\$ 2,744.00		\$ 1,500.00	\$ 1,500.00		
2	Construction survey	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,500.00	\$ 5,500.00		\$ 3,500.00	\$ 3,500.00		
3	Testing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 5,600.00	\$ 5,600.00		\$ 1,800.00	\$ 1,800.00		
4	Asphalt paving (2" of Surface Course SC-1)	SY	9,455	\$ 9.65	\$ 91,240.75		\$ 9.50	\$ 89,822.50		\$ 10.42	\$ 98,521.10		
5	Parking stall striping (Thermoplastic)	LF	11,000	\$ 2.25	\$ 24,750.00		\$ 2.20	\$ 24,200.00		\$ 2.75	\$ 30,250.00		
TOTAL BID SCHEDULE 3 (TO BE READ ALOUD):				\$ 123,490.75				\$ 127,866.50				\$ 135,571.10	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 4 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 3,890.00	\$ 3,890.00		\$ 1,500.00	\$ 1,500.00	
2	Construction survey	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 5,500.00	\$ 5,500.00		\$ 3,500.00	\$ 3,500.00	
3	Testing	LS	1	\$ 2,250.00	\$ 2,250.00		\$ 2,200.00	\$ 2,200.00		\$ 2,200.00	\$ 2,200.00	
4	Aggregate pavement base (610 crushed limestone)	TON	956	\$ 34.95	\$ 33,412.20	1	\$ 36.00	\$ 34,416.00		\$ 38.65	\$ 36,949.40	
5	Gravel paving (Including gravel pave 2 system and fine decorative gravel)	SY	9,455	\$ 45.00	\$ 425,475.00		\$ 36.25	\$ 342,743.75		\$ 34.32	\$ 324,495.60	
6	Parking stall markers (each paver)	EA	1,000	\$ 75.00	\$ 75,000.00		\$ 4.15	\$ 4,150.00		\$ 110.00	\$ 110,000.00	
TOTAL BID SCHEDULE 4 (TO BE READ ALOUD):				\$ 543,637.20		2	\$ 392,899.75			\$ 478,645.00		

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00		\$ 7,800.00	\$ 7,800.00		\$ 43,406.40	\$ 43,406.40	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,500.00	\$ 5,500.00		\$ 13,225.00	\$ 13,225.00	
3	Saw cut pavement (all thicknesses)	LF	150	\$ 5.25	\$ 787.50		\$ 5.50	\$ 825.00		\$ 1.85	\$ 277.50	
4	Pavement removal (all thicknesses)	SY	100	\$ 4.75	\$ 475.00		\$ 15.00	\$ 1,500.00		\$ 2.65	\$ 265.00	
5	Remove galvanized pipe post	LS	1	\$ 500.00	\$ 500.00		\$ 378.00	\$ 378.00		\$ 65.00	\$ 65.00	
6	Remove brick column	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 378.00	\$ 378.00		\$ 65.00	\$ 65.00	
7	Tensar TX5 Structural Geogrid	SY	915	\$ 4.50	\$ 4,117.50		\$ 4.00	\$ 3,660.00		\$ 5.12	\$ 4,684.80	
8	Import fill material (field measure)	CY	10,200	\$ 12.75	\$ 130,050.00		\$ 13.00	\$ 132,600.00		\$ 13.23	\$ 134,946.00	
9	Unclassified excavation (field measure)	CY	250	\$ 3.75	\$ 937.50		\$ 6.00	\$ 1,500.00		\$ 6.96	\$ 1,740.00	

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
10	Undercut and haul off (field measure)	CY	610	\$ 7.00	\$ 4,270.00		\$ 6.00	\$ 3,660.00		\$ 6.96	\$ 4,245.60		
11	Pipe gate	EA	1	\$ 2,500.00	\$ 2,500.00		\$ 20,000.00	\$ 20,000.00		\$ 5,600.00	\$ 5,600.00		
12	Guard Cable	LF	463	\$ 15.00	\$ 6,945.00		\$ 45.00	\$ 20,835.00		\$ 24.76	\$ 11,463.88		
13	Testing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 9,400.00	\$ 9,400.00		\$ 23,000.00	\$ 23,000.00		
14	Aggregate pavement base (610 crushed limestone)	TON	278	\$ 36.95	\$ 10,272.10		\$ 36.00	\$ 10,008.00		\$ 38.21	\$ 10,622.38		
15	Asphalt Paving (2" of Surface Course SC-1)	SY	75	\$ 37.00	\$ 2,775.00		\$ 30.00	\$ 2,250.00		\$ 10.42	\$ 781.50		
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	842	\$ 65.00	\$ 54,730.00		\$ 52.00	\$ 43,784.00		\$ 87.50	\$ 73,675.00		
17	Concrete Side Walk	SF	1,582	\$ 5.95	\$ 9,412.90		\$ 6.05	\$ 9,571.10		\$ 5.95	\$ 9,412.90		
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	1	\$ 165.00	\$ 165.00		\$ 165.00	\$ 165.00		\$ 500.00	\$ 500.00		
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	2	\$ 280.00	\$ 560.00		\$ 275.00	\$ 550.00		\$ 500.00	\$ 1,000.00		
20	Seeding	SY	2,567	\$ 3.55	\$ 9,112.85		\$ 4.70	\$ 12,064.90		\$ 2.30	\$ 5,904.10		
21	Sodding	SY	11,165	\$ 7.50	\$ 83,737.50		\$ 6.50	\$ 72,572.50		\$ 7.53	\$ 84,072.45		
TOTAL BID SCHEDULE 5 (TO BE READ ALOUD):				\$ 331,347.85				\$ 359,001.50			\$ 428,952.51		

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
1	Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00		\$ 1,646.00	\$ 1,646.00		\$ 800.00	\$ 800.00		
2	Construction survey	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 2,744.00	\$ 2,744.00		\$ 1,200.00	\$ 1,200.00		
3	Site lighting complete	ALLOW.	1	\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		
TOTAL BID SCHEDULE 6 (TO BE READ ALOUD):				\$ 25,007.81				\$ 23,397.81			\$ 21,007.81		

CERTIFIED BID TABULATION (REVISED)
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,487.00	\$ 5,487.00		\$ 800.00	\$ 800.00	
2	Construction survey	LS	1	\$ 1,850.00	\$ 1,850.00		\$ 2,744.00	\$ 2,744.00		\$ 1,200.00	\$ 1,200.00	
3	Remove Existing Concrete Walkway	LS	1	\$ 19,500.00	\$ 19,500.00		\$ 6,511.00	\$ 6,511.00		\$ 800.00	\$ 800.00	
4	Wooden Pedestrian Bridge	LS	1	\$ 60,000.00	\$ 60,000.00		\$ 24,200.00	\$ 24,200.00		\$ 11,700.00	\$ 11,700.00	
TOTAL BID SCHEDULE 7 (TO BE READ ALOUD):				\$	84,850.00		\$	38,942.00		\$	14,500.00	
TOTAL BID SCHEDULE 1:				\$	901,556.50		\$	1,024,509.00		\$	980,758.20	
TOTAL BID SCHEDULES 1 & 2:				\$	1,134,206.45		\$	1,267,257.00		\$	1,220,711.34	
TOTAL BID SCHEDULES 1, 2, & 3:				\$	1,257,697.20		\$	1,395,123.50		\$	1,356,282.44	
TOTAL BID SCHEDULES 1, 2, 3, 4 & 5:				\$	2,132,682.25		\$	2,147,024.75		\$	2,263,879.95	
TOTAL BID SCHEDULES 1, 2, 3, 4, 5, & 6:				\$	2,157,690.06		\$	2,170,422.56		\$	2,284,887.76	
TOTAL BID SCHEDULES 1, 2, 3, 4, 5, 6, & 7:				\$	2,242,540.06		\$	2,209,364.56		\$	2,299,387.76	
TOTAL BID SCHEDULES 1, 2, 5, 6, & 7:				\$	1,575,412.11		\$	1,688,598.31		\$	1,685,171.66	

Notes: 1-Multiplication Error.
2-Addition Error.



Certified Correct By: _____
Kevin R. Yates, P.E.



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

August 27, 2013

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
2835 Pascagoula Street
Pascagoula, MS 39567

Re: City of Pascagoula Point Park Site Improvements 2013 – RE-BID
(C.E. Job #: 212-017 RE-BID)

Dear Ms. Crew:

Attached please find Change Order No. 1 (Revised) for value engineering on the above referenced project.

Compton Engineering, Inc. recommends approval and award of Change Order No. 1 to Knowles Construction, Inc. for a decrease in the contract amount for bid schedule one in the amount of Nineteen Thousand, Seven Hundred Forty-One Dollars and Zero Cents (\$19,741.00) for the following bid schedules:

Bid Schedule 1:	\$661,341.00
Bid Schedule 2:	\$247,330.50
Bid Schedule 5:	\$262,098.10
Bid Schedule 6:	\$22,007.81
Bid Schedule 7:	\$24,500.00
Change Order #1 New Items:	<u>\$49,165.00</u>
Total Bid Schedules 1-2, 5-7 & New Items:	\$1,266,442.41

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

pc: Knowles Construction, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**SECTION 00943-01 (REVISED)
CHANGE ORDER NO. 1
(REVISED)**

Date of Issuance: August 27, 2013

Effective Date: Same date as contract

Project: City of Pascagoula Point Park Site Improvements 2013 – RE-BID	Owner: City of Pascagoula	
Contract: City of Pascagoula Point Park Site Improvements 2013 – RE-BID		Date of Contract: See Contract
Contractor: Knowles Construction, Inc.		Engineer's Project No.: 212-017 (RE-BID)

17581 Old Hwy 49, Saucier, MS 39574

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

Description: See Attachment No. 1 to Change Order No. 1 (Revised)

Attachments: Attachment No. 1 to Change Order No. 1 (Revised)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <div style="text-align: right; margin-right: 100px;">\$1,286,183.41</div>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>120 days</u> Ready for final payment (days or date): <u>150 days</u>
Contract Price prior to this Change Order: <div style="text-align: right; margin-right: 100px;">\$1,286,183.41</div>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>120 days</u> Ready for final payment (days or date): <u>150 days</u>
Decrease as of this Change Order: <div style="text-align: right; margin-right: 100px;">(\$19,741.00)</div>	No Change of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Contract Price incorporating this Change Order: <div style="text-align: right; margin-right: 100px;">\$1,266,442.41</div>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>120 days</u> Ready for final payment (days or date): <u>150 days</u>

RECOMMENDED: By: <u><i>Kevin H. Yates</i></u> <small>Engineer (Authorized Signature)</small>	ACCEPTED: By: _____ <small>Owner (Authorized Signature)</small>	ACCEPTED: By: _____ <small>Contractor (Authorized Signature)</small>
Date: <u>8/27/2013</u>	Date: _____	Date: _____

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. 1
(REVISED)**

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$42,000.00	1.00	\$42,000.00	1.00	\$42,000.00	0%	0.00
2	Erosion/sediment control	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
3	Construction survey	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
4	Temporary silt fence	LF	\$5.00	2,701.00	\$13,505.00	2,701.00	\$13,505.00	0%	0.00
5	Saw cut pavement (all thicknesses)	LF	\$2.00	900.00	\$1,800.00	900.00	\$1,800.00	0%	0.00
6	Pavement removal (all thicknesses)	SY	\$2.00	27,217.00	\$54,434.00	27,217.00	\$54,434.00	0%	0.00
7	Remove drainage structures (all sizes)	EA	\$750.00	1.00	\$750.00	1.00	\$750.00	0%	0.00
8	Remove drainage pipe (all sizes)	LF	\$10.00	75.00	\$750.00	75.00	\$750.00	0%	0.00
9	Tree Removal (all sizes)	EA	\$500.00	3.00	\$1,500.00	3.00	\$1,500.00	0%	0.00
10	Power pole & power line removal	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0%	0.00
12	Relocate existing Army Corps of Engineers Bench Mark	EA	\$500.00	2.00	\$1,000.00	2.00	\$1,000.00	0%	0.00
15	Tensar TX5 Structural Geogrid	SY	\$2.60	26,505.00	\$68,913.00	26,505.00	\$68,913.00	0%	0.00
16	Import fill material (field measure)	CY	\$11.00	14,755.00	\$162,305.00	5,394.00	\$59,334.00	-63%	(102,971.00)
17	Unclassified excavation (field measure)	CY	\$7.00	250.00	\$1,750.00	745.00	\$5,215.00	198%	3,465.00
18	Undercut and haul off (field measure)	CY	\$6.00	7,640.00	\$45,840.00	500.00	\$3,000.00	-93%	(42,840.00)
19	Testing	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
20	Aggregate pavement base (610 crushed limestone)	TON	\$32.00	8,040.00	\$257,280.00	10,335.00	\$330,720.00	29%	73,440.00
21	4" schedule 40 sleeving	LF	\$6.00	1,850.00	\$11,100.00	1,850.00	\$11,100.00	0%	0.00
22	Miscellaneous signage	EA	\$700.00	2.00	\$1,400.00	2.00	\$1,400.00	0%	0.00
23	Entry sign	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
24	CIAP Temporary Construction Sign (Type D)	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0%	0.00
25	CIAP Permanent Sign (Type C)	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0%	0.00
26	Guard Cable	LF	\$12.00	1,020.00	\$12,240.00	1,020.00	\$12,240.00	0%	0.00
27	Seeding	SY	\$0.30	9,350.00	\$2,805.00	9,350.00	\$2,805.00	0%	0.00
28	Sodding	SY	\$5.00	3,075.00	\$15,375.00	3,075.00	\$15,375.00	0%	0.00
29	Highrise Live Oak (min 6" caliper)	EA	\$250.00	10.00	\$2,500.00	10.00	\$2,500.00	0%	0.00
TOTAL BID SCHEDULE 1:					730,247.00		661,341.00		(68,906.00)

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1
(REVISED)**

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	0%	0.00
2	Construction survey	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
3	Saw cut pavement (all thicknesses)	LF	\$4.00	50.00	\$200.00	50.00	\$200.00	0%	0.00
4	Pavement removal (all thicknesses)	SY	\$2.00	10.00	\$20.00	10.00	\$20.00	0%	0.00
5	Testing	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
6	Asphalt paving (2" of Surface Course SC-1)	SY	\$9.50	17,050.00	\$161,975.00	17,050.00	\$161,975.00	0%	0.00
7	Concrete sidewalk	SF	\$6.00	7,900.00	\$47,400.00	7,900.00	\$47,400.00	0%	0.00
8	Stop bar (Thermoplastic)	EA	\$400.00	7.00	\$2,800.00	7.00	\$2,800.00	0%	0.00
9	Do Not Enter Symbols (Thermoplastic)	EA	\$650.00	5.00	\$3,250.00	5.00	\$3,250.00	0%	0.00
10	Painted arrows (Thermoplastic)	SF	\$5.50	961.00	\$5,285.50	961.00	\$5,285.50	0%	0.00
11	Accessibility parking space access aisle (Thermoplastic)	EA	\$200.00	2.00	\$400.00	2.00	\$400.00	0%	0.00
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	\$300.00	4.00	\$1,200.00	4.00	\$1,200.00	0%	0.00
13	Accessibility sign and post	EA	\$500.00	4.00	\$2,000.00	4.00	\$2,000.00	0%	0.00
14	ADA Ramp	EA	\$650.00	2.00	\$1,300.00	2.00	\$1,300.00	0%	0.00
TOTAL BID SCHEDULE 2:					247,330.50		247,330.50		0.00

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1
(REVISED)**

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$17,000.00	1.00	\$17,000.00	1.00	\$17,000.00	0%	0.00
2	Construction survey	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
3	Saw cut pavement (all thicknesses)	LF	\$4.00	150.00	\$600.00	150.00	\$600.00	0%	0.00
4	Pavement removal (all thicknesses)	SY	\$2.00	100.00	\$200.00	100.00	\$200.00	0%	0.00
5	Remove galvanized pipe post	LS	\$50.00	1.00	\$50.00	1.00	\$50.00	0%	0.00
6	Remove brick column	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0%	0.00
7	Tensar TX5 Structural Geogrid	SY	\$2.60	915.00	\$2,379.00	915.00	\$2,379.00	0%	0.00
8	Import fill material (field measure)	CY	\$11.00	10,200.00	\$112,200.00	10,200.00	\$112,200.00	0%	0.00
9	Unclassified excavation (field measure)	CY	\$7.00	250.00	\$1,750.00	250.00	\$1,750.00	0%	0.00
10	Undercut and haul off (field measure)	CY	\$7.00	610.00	\$4,270.00	610.00	\$4,270.00	0%	0.00
11	Pipe gate	EA	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00	0%	0.00
12	Guard Cable	LF	\$12.00	463.00	\$5,556.00	463.00	\$5,556.00	0%	0.00
13	Testing	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
14	Aggregate pavement base (610 crushed limestone)	TON	\$32.00	278.00	\$8,896.00	278.00	\$8,896.00	0%	0.00
15	Asphalt Paving (2" of Surface Course SC-1)	SY	\$45.00	75.00	\$3,375.00	75.00	\$3,375.00	0%	0.00
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	\$50.00	842.00	\$42,100.00	842.00	\$42,100.00	0%	0.00
17	Concrete Side Walk	SF	\$6.00	1,582.00	\$9,492.00	1,582.00	\$9,492.00	0%	0.00
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	\$200.00	1.00	\$200.00	1.00	\$200.00	0%	0.00
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	\$300.00	2.00	\$600.00	2.00	\$600.00	0%	0.00
20	Seeding	SY	\$0.30	2,567.00	\$770.10	2,567.00	\$770.10	0%	0.00
21	Sodding	SY	\$4.00	11,165.00	\$44,660.00	11,165.00	\$44,660.00	0%	0.00
TOTAL BID SCHEDULE 5:					262,098.10		262,098.10		0.00

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
2	Construction survey	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
3	Site lighting complete	ALLOW.	\$19,007.81	1.00	\$19,007.81	1.00	\$19,007.81	0%	0.00
TOTAL BID SCHEDULE 6:					22,007.81		22,007.81		0.00

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1
(REVISED)**

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	0%	0.00
2	Construction survey	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	0%	0.00
3	Remove Existing Concrete Walkway	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
4	Wooden Pedestrian Bridge	LS	\$18,000.00	1.00	\$18,000.00	1.00	\$18,000.00	0%	0.00
TOTAL BID SCHEDULE 7:					24,500.00		24,500.00		0.00

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1 (REVISED)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
CHANGE ORDER #1 REVISED - NEW ITEMS- POINT PARK SITE IMPROVEMENTS 2013									
1	Pervious Concrete Paving (8" Thick)	SY	\$105.00	0.00	\$0.00	373.00	\$39,165.00	-	39,165.00
2	Crushed Limestone (Size 57)	TON	\$40.00	0.00	\$0.00	250.00	\$10,000.00	-	10,000.00
TOTAL CHANGE ORDER #1 REVISED - NEW ITEMS:					0.00		49,165.00		49,165.00

TOTAL BID SCHEDULE 1, 2, 5, 6, 7, & NEW ITEMS:					1,286,183.41		1,266,442.41		(19,741.00)
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AGENDA ITEM REQUEST FORM

Meeting Date: September 3, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

Agenda Topic: Claims Docket for September 3, 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 August 16, 2013, through August 30, 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 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
AIRGAS USA LLC					
6884	CYLINDER RENTAL	01024070 - 552530		13004406	\$33.66
6887	CYLINDER RENTAL	01030175 - 563050		13004572	\$155.02
6904	CYLINDER RENTAL	01024070 - 552530		13004721	\$15.14
6904	CYLINDER RENTAL	01024070 - 552530		13004721	\$33.56
6905	CYLINDER RENTAL	01020170 - 552530		13004721	\$27.42
6904	CYLINDER RENTAL	40067470 - 552530		13004721	\$33.18
6904	CYLINDER RENTAL	40067470 - 552530		13004721	\$180.98
6905	CYLINDER RENTAL	40067270 - 552530		13004721	\$21.28
VENDOR TOTAL:					\$500.24
AMAZON COM					
6876	CAMERA BAG	01008070 - 550100		13004273	\$45.99
6884	NIKON USB CABLE	01011270 - 551900		13004120	\$18.26
6884	NIKON USB CABLE	01011270 - 551900		13004120	\$15.00
6876	WIRELESS HOME WEATHER STATION	40065070 - 551900		13004243	\$109.99
VENDOR TOTAL:					\$189.24
AMEC EARTH AND ENVIRONMENTAL					
6888	PASC LHMP UPDATE	10041075 - 568440	21205	12004723	\$4,874.40
VENDOR TOTAL:					\$4,874.40
APPLEWHITE RECYCLING SYSTEM LLC					
6900	6/20-7/31/13 DISPOSAL FEES	48068575 - 561150		13004566	\$13,087.50
VENDOR TOTAL:					\$13,087.50
ATCO INTERNATIONAL					
6876	AUTO MAINT/#12764	01010075 - 562600		13004482	\$864.00
VENDOR TOTAL:					\$864.00
AUTO ZONE					
6884	PUMP FOR FERTILIZER	01024170 - 552300		13004524	\$13.94
VENDOR TOTAL:					\$13.94
BADGER METER INC					
6898	SERVICE RENEWAL PAYMT	40067175 - 562095		13004675	\$1,193.73
VENDOR TOTAL:					\$1,193.73
BARNEYS POLICE SUPPLIES					
6884	MISC SUPPLIES/CODE ENFORCEMENT	01018070 - 553500		13004284	\$147.87
6877	LEATHER SUPPLIES/PD	04014870 - 551480		13004159	\$2,203.05
VENDOR TOTAL:					\$2,350.92
BAYOU CONCRETE					

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$555.00
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$520.00
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$832.50
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$462.50
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$555.00
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$612.50
6901	CONCRETE-LAKE/WILLOW	10041075 - 568440	71202	13003443	\$890.00
VENDOR TOTAL:					\$4,427.50

BELL AUTO PARTS

6876	TRASH TRUCK REPAIR	01030175 - 562600		13004505	\$69.00
6893	BUSH HOG BLADES	01024070 - 552020		13004564	\$46.50
6893	AIR GREASE GUN PUMP	01016570 - 553000		13004620	\$350.50
6893	STOCK PARTS/ TOOLS	01016570 - 552020		13004620	\$812.80
6904	MISC AUTO SUPPLIES	01020170 - 552020		13004258	\$309.06
6904	MISC AUTO SUPPLIES	01020170 - 552020		13004258	\$415.75
6876	CHEVRON GREASE/G-30	40067475 - 562610		13004440	\$40.00
VENDOR TOTAL:					\$2,043.61

BLOSSMAN GAS INC

6876	PROPANE FOR FORKLIFT	01024070 - 551900		13004425	\$48.00
VENDOR TOTAL:					\$48.00

BOBS GARAGE & BODY SHOP

6876	AUTO MAINT/#12630	01010075 - 562600		13004482	\$95.40
6877	AUTO MAINT/#12507	01010075 - 562600		13004482	\$143.87
6877	AUTO MAINT/#12518	01010075 - 562600		13004482	\$52.57
6877	AUTO MAINT/#12930	01010075 - 562600		13004482	\$82.80
6877	AUTO MAINT/#14234	01010075 - 562600		13004482	\$44.00
6877	AUTO MAINT/#13208	01025075 - 562600		13004482	\$270.38
6893	AUTO MAINT/2002 JEEP LIBERTY	01010075 - 562600		13004698	\$1,847.68
6894	AUTO MAINT/#12129	01010075 - 562600		13004697	\$806.20
6894	AUTO MAINT/#12743	01010075 - 562600		13004697	\$280.03
6894	AUTO MAINT/#12638	01010075 - 562600		13004697	\$929.23
6894	AUTO MAINT/#12512	01010075 - 562600		13004697	\$32.00
6894	AUTO MAINT/#13020	01010075 - 562600		13004697	\$471.80
6894	AUTO MAINT/#14145	01010075 - 562600		13004697	\$32.00
6894	AUTO MAINT/#12503	01010075 - 562600		13004697	\$219.13
6894	AUTO MAINT/#12743	01010075 - 562600		13004697	\$63.00
6894	AUTO MAINT/#12932	01010075 - 562600		13004697	\$83.92
6894	AUTO MAINT/#14238	01010075 - 562600		13004697	\$154.66
6895	AUTO MAINT/#12062	01010075 - 562600		13004697	\$463.75
6895	AUTO MAINT/#14527	01010075 - 562600		13004697	\$37.00
6895	AUTO MAINT/#12929	01010075 - 562600		13004697	\$91.20
VENDOR TOTAL:					\$6,200.62

CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
BROWN , MITCHELL & ALEXANDER INC					
6888	HOSPITAL RD WIDENING	01020180 - 578000	91201	13001669	\$8,298.81
VENDOR TOTAL:					\$8,298.81
STEPHEN W BURROW					
6888	JUDGE PRO TEM	01001075 - 555400		13004609	\$370.00
VENDOR TOTAL:					\$370.00
JENNIFER BYRD					
6893	ZUMBA INSTRUCTOR	01030175 - 568950		13004625	\$105.75
VENDOR TOTAL:					\$105.75
C & M ELECTRIC MOTOR SERVICE INC					
6877	FAN MOTOR	01016570 - 552020		13004473	\$220.00
VENDOR TOTAL:					\$220.00
CABLE ONE INC					
6877	8/21-9/20/13 INTERNET SVC/FIRING RANGE	01009975 - 556040		13004558	\$156.95
6877	8/15-9/14/13 INTERNET SVC/CITY HALL	01009975 - 556040		13004558	\$115.95
6877	8/13-9/12/13 INTERNET SVC/SR CTR	01009975 - 556040		13004558	\$11.00
6889	8/28-9/27/13 MODEM LEASE/CENTRAL FIRE	01009975 - 556040		13004604	\$6.00
6895	8/27-9/26/13DIGITAL RECIEVER FEE	01010575 - 563050		13004647	\$5.65
6896	8/23-9/22/13 INTERNET SVC/NATURE CTR	01009975 - 556040		13004646	\$105.95
VENDOR TOTAL:					\$401.50
DONALD CARLSON					
6895	PER DIEM/CO OFFICER ACADEMY	05016875 - 557600		13004613	\$138.00
VENDOR TOTAL:					\$138.00
CDW-GOVERNMENT INC					
6878	CAMERA LENS	01008070 - 550100		13004302	\$412.36
6878	TASK FORCE FIBER HOOKUP	01008070 - 550000		13004486	\$45.64
6878		01008070 - 550100		13004486	\$426.00
6878		01008075 - 555900		13004486	\$101.70
VENDOR TOTAL:					\$985.70
CENTRAL PIPE SUPPLY INC					
6888	MALE ADAPTERS/WATER DEPT	40067270 - 552820		13003022	\$388.50
6888	MALE ADAPTERS/WATER DEPT	40067270 - 552820		13003022	\$388.50
6895	CORP STOP/KENNETH PROJECT	40067280 - 578300		13003969	\$278.10
6895	CORP STOP/KENNETH PROJECT	40067280 - 578300		13003969	\$278.10
6895	PE CTS TUBING 1"	40067280 - 578300		13004576	\$480.00
VENDOR TOTAL:					\$1,813.20

** Indicates pre-issue check.

CLAIMS REPORT
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
CITY ELECTRIC SUPPLY CO					
6878	LIGHT BULBS	01016770 - 552200		13004179	\$150.24
6889	REPLACE LIGHT	01030170 - 552600		13004389	\$355.65
6889	LIGHTS	01009070 - 552200		13003432	\$31.66
6899	AUTOMATIC LIGHT TIMER	01018080 - 578000		13004221	\$115.00
6878	METER BASE/BREAKER/FITTINGS	40067370 - 552850		13004176	\$116.33
6884	CONTRACTOR/OVERLOAD RELAY/HEX DRILL	40067370 - 552850		13004313	\$121.52
6896	BLUE TRACER WIRE	40067280 - 578300		13004632	\$223.08
VENDOR TOTAL:					\$1,113.48
CITY LOCK SHOP					
6902	COMMERCIAL LEVER/KEYS	01030170 - 552200		13004393	\$238.35
6878	DUPLICATE KEYS/W-25	40067270 - 551900		13003859	\$100.00
VENDOR TOTAL:					\$338.35
CITY OF MOSS POINT					
6893	7/4-8/3/13 WATER SVC/TS	48068575 - 562610		13004556	\$15.00
VENDOR TOTAL:					\$15.00
CITY OF PASCAGOULA					
6904	9/13 GROUP HEALTH INS	01000165 - 541000			\$6,241.67
6904		01001065 - 541000			\$3,566.67
6904		01002065 - 541000			\$1,783.33
6904		01004065 - 541000			\$1,783.33
6904		01005065 - 541000			\$2,675.00
6904		01005565 - 541000			\$1,783.33
6904		01006065 - 541000			\$1,783.33
6904		01007065 - 541000			\$4,458.33
6904		01008065 - 541000			\$1,783.33
6904		01010065 - 541000			\$2,675.00
6904		01010565 - 541000			\$21,400.00
6904		01011065 - 541000			\$16,941.67
6904		01011265 - 541000			\$36,558.33
6904		01011565 - 541000			\$3,566.67
6904		01013065 - 541000			\$1,783.33
6904		01015565 - 541000			\$891.67
6904		01016065 - 541000			\$2,675.00
6904		01016165 - 541000			\$48,150.00
6904		01016265 - 541000			\$891.67
6904		01016565 - 541000			\$891.67
6904		01018065 - 541000			\$8,916.67
6904		01024165 - 541000			\$1,783.33
6904		01025065 - 541000			\$1,783.33
6904		01030065 - 541000			\$2,675.00
6904		01030165 - 541000			\$10,700.00
6904		01040265 - 541000			\$3,566.67

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6904	9/13 GROUP HEALTH INS	01040465 - 541000			\$1,783.33
6904	9/13 GROUP HEALTH INS	40065065 - 541000			\$891.67
6904		40065265 - 541000			\$6,241.67
6904		40067165 - 541000			\$3,566.67
VENDOR TOTAL:					\$204,191.67
<hr/>					
CLYDE SCOTT INSURANCE AGENCY INC					
6889	BONDS/MAYOR/COUNCIL	01009975 - 560200		13004327	\$1,750.00
VENDOR TOTAL:					\$1,750.00
<hr/>					
COLUMBIA SOUTHERN UNIVERSITY					
6895	REG FEES/C DONALD/J HYATT	05016875 - 557600		13004616	\$250.00
VENDOR TOTAL:					\$250.00
<hr/>					
COMPTON ENGINEERING PA					
6887	SANITARY SEWER PROJECT	40067380 - 578400	91101	13000768	\$805.00
VENDOR TOTAL:					\$805.00
<hr/>					
CONSOLIDATED PIPE & SUPPLY CO INC					
6879	COUPLING/ MACPHELAH PROJECT	01020175 - 562400		13003776	\$220.00
6879	DRAIN BASIN/ STOCK	01020175 - 562400		13004427	\$3,460.00
6879	FORESTER ADAPTER/KENNETH ST PROJECT	40067280 - 578300		13003861	\$625.00
6879	DS SADDLE/KENNETH ST PROJECT	40067280 - 578300		13003862	\$2,036.00
6889	C900 DR PVC PIPE	40067280 - 578300		13004496	\$7,840.00
6889	SDR-11 HDP EPIPE	40067280 - 578300		13004495	\$3,435.00
6889	HDPE/MJ SLEEVE/MEGALUG	40067280 - 578300		13004428	\$4,362.00
VENDOR TOTAL:					\$21,978.00
<hr/>					
D & D CONSTRUCTION					
6889	LOWRY ISLE PIER RESTORATION	10041075 - 568440	11009	13004197	\$33,151.20
VENDOR TOTAL:					\$33,151.20
<hr/>					
REBECCA DAVIS					
6889	PER DIEM/MAIN ST TRAINING	01040475 - 557600		13004304	\$82.00
VENDOR TOTAL:					\$82.00
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DECCO INC					
6879	SERVICE AIR COMPRESSOR/BC	40067275 - 562880		13004431	\$1,417.92
VENDOR TOTAL:					\$1,417.92
<hr/>					
DELTA PROCESS EQUIPMENT INC					
6896	LIFT STATION SUPPLIES/MAGNOLIA	40067370 - 552850		13004518	\$4,776.00
VENDOR TOTAL:					\$4,776.00

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
DELTA SANITATION LLC					
6879	7/13 RENT/HAUL/4015 14TH ST	48068575 - 561400		13004559	\$670.00
6896	8/1-8/7/13 HAUL/4015 14TH ST	48068575 - 561400		13004651	\$630.96
6896	9/13 FRONT LOAD SVC	48068575 - 561400		13004652	\$1,333.66
VENDOR TOTAL:					\$2,634.62
DELTA WORLD TIRE					
6889	TIRES/G-1	40067470 - 552100		13004461	\$640.80
VENDOR TOTAL:					\$640.80
DELTACOM					
6899	8/13 PHONE/INTERNET SVC	01009975 - 556000		13004653	\$609.34
6899	8/13 PHONE/INTERNET SVC	01009975 - 556000		13004653	\$598.20
6899		01009975 - 556040		13004653	\$1,181.25
VENDOR TOTAL:					\$2,388.79
DOLPHIN SAFETY SUPPLY INC					
6904	SAFETY SUPPLIES	40065070 - 551900		13004588	\$63.72
VENDOR TOTAL:					\$63.72
DOMINOS PIZZA					
6879	PIZZA/LOCK IN/PARK & REC	01030175 - 567000		13004534	\$62.90
VENDOR TOTAL:					\$62.90
DOWNTOWN DECORATIONS					
6879	BRACKET HARDWARE/BANNER SUPPORT	01040470 - 551180		13003902	\$2,592.75
VENDOR TOTAL:					\$2,592.75
DPC ENTERPRISES, L. P.					
6884	CHLORINE/WATER PLANTS	40067270 - 552260		13004387	\$624.00
6885	CHLORINE/WATER PLANTS	40067270 - 552260		13004387	\$624.00
6885	CHLORINE/WATER PLANTS	40067270 - 552260		13004387	\$624.00
VENDOR TOTAL:					\$1,872.00
DPS CRIME LAB					
6905	CRIME LAB FEES	01011075 - 568110		13004501	\$500.00
6896	CRIME LAB FEES/SMETT	04215075 - 568100		13004695	\$700.00
VENDOR TOTAL:					\$1,200.00
ESTABROOK MOTOR CO INC					
6887	REPAIRS/G-15	40067475 - 562600		13004519	\$3,256.60
VENDOR TOTAL:					\$3,256.60
EXPRESS EMPLOYMENT PROFESSIONALS					

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6887	TEMP/J GODWIN	01007065 - 540000		13004560	\$578.00
6887	TEMP/J GODWIN	01007065 - 540000		13004560	\$578.00
6887	TEMP/J GODWIN	01007065 - 540000		13004560	\$346.80
6896	TEMP/S DUNN	01010565 - 542000		13004696	\$663.60
6896	TEMP/S DUNN	01010565 - 542000		13004696	\$530.88
6899	TEMP/J GODWIN	01007065 - 540000		13004634	\$578.00
6899	TEMP/J GODWIN	01007065 - 540000		13004635	\$578.00
VENDOR TOTAL:					\$3,853.28

FAIRFIELD INN-ALBUQUERQUE					
6897	LODGING/VERSIGA/MORSE/THOMPSON	01010575 - 557000		13004694	\$418.10
VENDOR TOTAL:					\$418.10

FEDERAL EXPRESS CORP					
6879	SHIPPING/HANCOCK CO WELCOME CTR	01030175 - 557800		13004453	\$25.54
6887	SHIPPING/METLIFE GROUP BENEFITS	01007070 - 550000		13004567	\$65.81
6896	SHIPPING/L TYNES HUD	10041075 - 568440	71304	13004640	\$26.61
VENDOR TOTAL:					\$117.96

FINE PAPER INC					
6890	TAG BOARD	01005070 - 550020		13004536	\$63.75
VENDOR TOTAL:					\$63.75

FOUR SEASONS GARDEN CENTER					
6879	SOIL MIX/LANDSCAPING	01024170 - 552300		13003842	\$245.00
VENDOR TOTAL:					\$245.00

FRED'S JANITORIAL, INC					
6905	8/13 JANITORIAL SERVICES	01009075 - 562100		13001042	\$9,137.00
6896	STRIP/WAX TILE/SMETT TRAILER	04215075 - 568100		13004649	\$250.00
VENDOR TOTAL:					\$9,387.00

FUELMAN OF MS					
6880	8/12-18/13 FUEL USAGE	01004070 - 551300		13004568	\$123.45
6880		01010070 - 551300		13004568	\$4,812.26
6880		01016070 - 551300		13004568	\$170.79
6880		01016170 - 551300		13004568	\$366.30
6880		01018070 - 551300		13004568	\$168.39
6880		01020170 - 551300		13004568	\$1,090.86
6880		01024070 - 551300		13004568	\$202.43
6880		01024170 - 551300		13004568	\$335.34
6880		01025070 - 551300		13004568	\$73.99
6880		01030070 - 551300		13004568	\$92.88
6880		01030170 - 551300		13004568	\$758.61
6893	8/19-25/13 FUEL USAGE	01004070 - 551300		13004666	\$78.38

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6893	8/19-25/13 FUEL USAGE	01010070 - 551300		13004666	\$5,155.66
6893		01016070 - 551300		13004666	\$290.78
6893		01016170 - 551300		13004666	\$544.13
6893		01018070 - 551300		13004666	\$72.60
6893		01020170 - 551300		13004666	\$1,134.01
6893		01024070 - 551300		13004666	\$173.22
6893		01024170 - 551300		13004666	\$259.79
6893		01025070 - 551300		13004666	\$73.65
6893		01030170 - 551300		13004666	\$314.75
6880	8/12-18/13 FUEL USAGE	40067170 - 551300		13004568	\$180.02
6880		40067270 - 551300		13004568	\$381.99
6880		40067370 - 551300		13004568	\$581.79
6880		40067470 - 551300		13004568	\$479.13
6893	8/19-25/13 FUEL USAGE	40067170 - 551300		13004666	\$134.33
6893		40067270 - 551300		13004666	\$328.40
6893		40067370 - 551300		13004666	\$707.64
6893		40067470 - 551300		13004666	\$708.68
VENDOR TOTAL:					\$19,794.25

GEOGRAPHIC COMPUTER TECHNOLOGIES

6880	8/13 GIS HOSTING	01008075 - 555900		13000745	\$300.00
VENDOR TOTAL:					\$300.00

GEORGE COUNTY CO-OP

6880	COPPER SULFATE/BOAT RAMP	01030170 - 551900		13004503	\$54.00
VENDOR TOTAL:					\$54.00

GRAHAM CONSTRUCTION COMPANY INC

6892	WHITE WASHED SAND	01020170 - 552500		13004223	\$4,745.00
6892	STORM DRAIN INSTALLED/VEGA ST	01020175 - 562400		13004577	\$17,427.00
6892	SEWER LINES INSTALLED/COOK ST	40067380 - 578400		13004580	\$20,877.25
6892	GAS LINES INSTALLED/EASTLAWN SUB	40067480 - 578500		13004578	\$27,648.00
6892	WATER LINES INSTALLED/KENNETH ST	40067280 - 578300		13004579	\$40,870.00
6905	GAS LINES INSTALLED/EASTLAWN SUBDIVISI	40067480 - 578500		13004723	\$6,053.00
6905	WATER LINES INSTALLED/KENNETH ST	40067280 - 578300		13004707	\$1,265.00
6905	WATER LINES INSTALLED/KING JAMES CHATE	40067280 - 578300		13004722	\$12,927.00
6905	GAS LINES INSTALLED/EASTLAWN SUBDIVISI	40067480 - 578500		13004701	\$9,304.00
VENDOR TOTAL:					\$141,116.25

GT DEVELOPMENT & CONTRACTIN

6899	STORAGE/TRAINING BUILDING/CENTRAL FIRI	05016880 - 578100	91103	13002664	\$27,561.88
VENDOR TOTAL:					\$27,561.88

GULF COAST FENCE CO

6880	FENCE/LAKE ELEMENTARY SCHOOL	10041075 - 568440	71202	13004444	\$875.00
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$875.00
GULF SALES & SUPPLY INC					
6885	HAND TOOLS/BIT TIP/DRILL BIT SET	01024070 - 553000		13004311	\$78.66
6880	RAGS SELECT WHITE KNIT 25#	40067280 - 578300		13004450	\$62.00
VENDOR TOTAL:					\$140.66
HAMPTON INN					
6890	LODGING/R DAVIS/MAIN ST TRAINING	01040475 - 557000		13004310	\$89.00
VENDOR TOTAL:					\$89.00
HEALTHWAVES 5 K					
6890	ADVERTISING RESOURCES OF CITY	01000175 - 567000		13004600	\$100.00
VENDOR TOTAL:					\$100.00
JAMES HICKS					
6897	EMT BASIC BOOKS	01016075 - 557900		13004628	\$182.90
VENDOR TOTAL:					\$182.90
HOLIDAY INN EXPRESS AND SUITES GULF SHORES					
6897	LODGING/D CARLSON/J HYATT	05016875 - 557600		13004629	\$178.00
VENDOR TOTAL:					\$178.00
HUFFMAN JOSEPH R					
6893	PER DIEM/ICMA CONFERENCE	01002075 - 557000		13004659	\$224.00
VENDOR TOTAL:					\$224.00
JONATHAN M HYATT					
6897	PER DIEM/CO OFFICER ACADEMY	05016875 - 557600		13004614	\$138.00
VENDOR TOTAL:					\$138.00
INTERNATIONAL CODE COUNCIL					
6890	ICC CODE BOOKS	01018070 - 550200		13004508	\$1,238.00
6880	REG/PLAN REVIEW INSTITUTE/T MCCLUNG	05016870 - 551910		13004442	\$780.00
6880	REG/PLAN REVIEW INSTITUTE/M SAVASTA	05016870 - 551910		13004457	\$780.00
VENDOR TOTAL:					\$2,798.00
J C AREA CHAMBER OF COMMERCE					
6880	CONFERENCE FEE/J HUFFMAN	01002075 - 557600		13004537	\$75.00
6897	REGISTRATION/CHAMBER LEADERS CONFERE	01040275 - 557600		13004639	\$75.00
VENDOR TOTAL:					\$150.00
J O COLLINS CONTRACTOR INC					
6875	ROUND ISLAND LIGHTHOUSE	10041075 - 568440	71006	13002277	\$5,575.00

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6875	ROUND ISLAND LIGHTHOUSE	10041075 - 568440	71306	13002277	\$47,954.65
6899	ROUND ISLAND LIGHTHOUSE	10041075 - 568440	71306	13002277	\$51,863.35
VENDOR TOTAL:					\$105,393.00
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JERRYS AUTO ELECTRIC					
6888	FUSE/PR-33	01030175 - 562600		13004557	\$65.00
VENDOR TOTAL:					\$65.00
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JIMS TIRE INC					
6890	TIRES/FC-1	01016570 - 552020		13004544	\$648.00
VENDOR TOTAL:					\$648.00
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JOHN M WARREN INC					
6888	CONSTRUCTION SIGNS	01024070 - 553500		13004110	\$605.00
6888	CONSTRUCTION SIGNS	01020170 - 552500		13004101	\$1,320.00
6888		01024070 - 553500		13004101	\$850.00
VENDOR TOTAL:					\$2,775.00
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ALICE LACHAUSSEE					
6897	POTTERY CLASS INSTRUCTOR	01040475 - 568955		13004687	\$360.00
VENDOR TOTAL:					\$360.00
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LOCKARD & WILLIAMS INSUR SERV PA					
6893	9/13 ADMIN FEES	50050075 - 568011			\$48,734.57
6893	8/13-27/13 CLAIMS RUN	50050075 - 568010			\$78,969.67
VENDOR TOTAL:					\$127,704.24
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LOWES HOME CENTERS INC					
6885	MICROWAVE/FIRE DEPT	01016770 - 552200		13004540	\$94.99
6885	DOLLY/HAND TRUCK	01005570 - 551900		13004376	\$97.73
6890	4 WHEEL METAL HOSE CART	01024170 - 552300		13004595	\$85.48
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$19.92
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$13.55
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$8.90
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$33.16
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$15.01
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$4.35
6902	ROOFING MATERIALS	01024070 - 552200		13004034	\$49.38
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$252.46
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$12.46
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$156.10
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$39.85
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$82.61
6903	ROOFING MATERIALS	01024070 - 552200		13004034	\$-13.27
6903	PLUMBING SUPPLIES	01018070 - 552200		13004587	\$25.60

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6903	MICROWAVE/CODE ENFORCEMENT	01018070 - 551900		13004605	\$170.05
6885	BUILDING SUPPLIES/SMMET	04215075 - 568100		13004270	\$53.68
6885	BUILDING SUPPLIES/SMMET	04215075 - 568100		13004270	\$28.39
6901	QUIKRETE MIX	10041075 - 568440	71202	13003441	\$18.92
6901	SHEATHING	10041075 - 568440	71202	13003441	\$133.70
6901	TOP CHOICE LUMBER	10041075 - 568440	71202	13003441	\$19.65
6902	CONSTRUCTION MATERIALS	10041075 - 568440	71202	13003441	\$59.79
6902	CONSTRUCTION MATERIALS	10041075 - 568440	71202	13003441	\$70.22
6885	PAINT SUPPLIES/ORCHARD LIFT STATION	40067370 - 552850		13004454	\$105.62
VENDOR TOTAL:					\$1,638.30

M & E FEED & SEED

6880	WATER FLOATS	01024170 - 552300		13004349	\$23.98
VENDOR TOTAL:					\$23.98

MCCAIN UNIFORMS

6899	UNIFORMS	01010070 - 551500		13003751	\$833.69
6899	UNIFORMS	01010070 - 551500		13003751	\$114.35
6899	UNIFORMS	01010070 - 551500		13003751	\$122.75
VENDOR TOTAL:					\$1,070.79

RICHARD TODD MCCLUNG

6881	PER DIEM/ICC TRAINING CONFERENCE	05016870 - 551910		13004437	\$306.00
VENDOR TOTAL:					\$306.00

MDT MANUFACTURING INC

6903	WXW T STRAINER/GAS DEPT	40067470 - 552830		13004526	\$416.90
VENDOR TOTAL:					\$416.90

METRO CONCRETE LLC

6885	CONCRETE-SCHOOL AVE	01020175 - 562415		13003926	\$296.00
6885	CONCRETE-ST FRANCIS ST	01020175 - 562415		13003926	\$296.00
6886	CONCRETE-SHORTCUT RD	01020175 - 562415		13003926	\$296.00
6886	CONCRETE-PARSLEY/MANTOU	01020175 - 562415		13003926	\$492.00
6886	CONCRETE-MARKET ST	01020175 - 562415		13003926	\$588.00
6886	CONCRETE-SCOVEL RD	01020175 - 562415		13003926	\$296.00
6886	CONCRETE-CHICO ST	01020175 - 562415		13003926	\$296.00
VENDOR TOTAL:					\$2,560.00

THE MISSISSIPPI BAR

6890	ENROLLMENT FEES/E WILLIAMS	01006070 - 551000		13004610	\$325.00
VENDOR TOTAL:					\$325.00

MOMAR CORPORATION

6903	GREEN HEAT DEGREASER	01020175 - 562610		13004430	\$520.45
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** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6903	GREEN HEAT DEGREASER	40067275 - 562610		13004430	\$1,040.90
6903		40067375 - 562610		13004430	\$520.45
VENDOR TOTAL:					\$2,081.80

MS MAIN STREET ASSOCIATION					
6897	REGISTRATION/R DAVIS/M COATS	01040475 - 557600		13004215	\$200.00
VENDOR TOTAL:					\$200.00

MS STATE FIRE ACADEMY					
6897	FIRE/RESCUE INCIDENTS COURSE FEE	01011275 - 557000		13004642	\$356.00
6897	FIRE/RESCUE INCIDENTS COURSE FEE	01013075 - 567000		13004643	\$178.00
6881	SFA CLASS/W WRIGHT	05016875 - 557260		13004434	\$285.00
6881	SFA CLASS/J HYATT	05016875 - 557260		13004552	\$265.00
VENDOR TOTAL:					\$1,084.00

MS UTILITY SUPPLY					
6882	SEWER RINGS/LIDS	40067370 - 552860		13004214	\$5,140.00
VENDOR TOTAL:					\$5,140.00

MUELLER COMPANY					
6886	INSERTING TOOL 83258	40067470 - 552840		13003183	\$658.60
6900	SVC TEES/ EASTLAWN SUBDIVISION	40067480 - 578500		13004104	\$158.56
6900	SVC TEES/ EASTLAWN SUBDIVISION	40067480 - 578500		13004104	\$1,041.04
VENDOR TOTAL:					\$1,858.20

NATIONAL GUARD ARMORY FUND					
6883	4/13-9/13 MONTHLY CONTRIBUTION	01009975 - 567410		13002027	\$300.00
VENDOR TOTAL:					\$300.00

NATIONAL RIFLE ASSOCIATION INC					
6897	REG FEE/VERSIGA/MORSE/THOMPSON	01011275 - 557000		13004654	\$645.00
VENDOR TOTAL:					\$645.00

NEWELL WHOLESALE PAPER CO					
6881	JANITORIAL SUPPLIES	01030070 - 551420		13004371	\$177.78
6881		01030170 - 551420		13004371	\$355.56
VENDOR TOTAL:					\$533.34

NORTH ALABAMA FIRE EQUIPMENT INC					
6881	BADGES/FIRE DEPT	01016170 - 551500		13002993	\$561.00
6881	BADGES/FIRE DEPT	01016170 - 551500		13002993	\$280.50
VENDOR TOTAL:					\$841.50

PAPANIA ADVERTISING SPEC

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6890	MISC SUPPLIES/FIRE STATON	01016270 - 551900		13004228	\$1,287.45
VENDOR TOTAL:					\$1,287.45
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PASCAGOULA AUTO SALVAGE INC					
6891	COLUMN SWITCH/ST-18	01020175 - 562610		13004603	\$50.00
VENDOR TOTAL:					\$50.00
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PASCAGOULA SERVICE CENTER					
6881	CARBURETOR REPAIRS	01010075 - 562610		13004531	\$481.50
VENDOR TOTAL:					\$481.50
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PASCAGOULA TIRE AND SERVICE INC					
6900	TIRES/PB-16	01018070 - 552100		13004555	\$469.24
VENDOR TOTAL:					\$469.24
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PERKINS TIRE & POLARIS					
6883	TIRE REPLACED/TRAILER/PARK & REC	01030175 - 562610		13004397	\$195.84
VENDOR TOTAL:					\$195.84
<hr/>					
PINE VALLEY ECO PRODUCTS					
6886	ROOT KILLER	40067370 - 552860		13004154	\$521.94
VENDOR TOTAL:					\$521.94
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PUCKETT MACHINERY COMPANY					
6891	HOSE ASSEMBLY	40067470 - 552020		13004521	\$263.66
6891	HOSE ASSEMBLY/W-22	40067275 - 562610		13004520	\$263.66
VENDOR TOTAL:					\$527.32
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RAM TOOLS & SUPPLY COMPANY					
6883	AUTO LEVEL KIT W/TRIPOD	40067370 - 553000		13004433	\$530.00
VENDOR TOTAL:					\$530.00
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SANTEC CONSULTING SERVICES, INC					
6898	CONTRACT/QUIET ZONE STUDY	01009975 - 555900		13004512	\$2,950.00
VENDOR TOTAL:					\$2,950.00
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SAVASTA MARK					
6882	PER DIEM/ICC CONFERENCE	05016870 - 551910		13004458	\$306.00
VENDOR TOTAL:					\$306.00
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SORG PRINTING					
6882	RECEIPT BOOKS	01030175 - 559000		13004126	\$358.00
VENDOR TOTAL:					\$358.00

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
SOUTHERN FINANCIAL SYSTEMS INC					
6898	7/16-31/13 COURT FINE PAYMENT	01000030 - 432800		13004658	\$198.00
VENDOR TOTAL:					\$198.00
STANDARD PARTS OF JACKSON CO INC					
6883	BATTERY/CITY GENERATOR	01009070 - 551900		13004421	\$58.16
VENDOR TOTAL:					\$58.16
STAPLES OFFICE SUPPLY					
6886	OFFICE SUPPLIES	01006070 - 550000		13004316	\$59.98
6898	PAPER TRIMMER	01018070 - 550000		13004298	\$131.98
6898	FILE CABINETS	40067270 - 551900		13004292	\$149.99
6898		40067370 - 552850		13004292	\$299.98
VENDOR TOTAL:					\$641.93
STEINER SAW & MOWER					
6882	SMALL EQUIPMENT REPAIR	01016570 - 552020		13004488	\$70.00
6883	CHAINS FOR SAWS	01020170 - 553000		13004432	\$198.00
6898	BRUSH CUTTER	01024170 - 553000		13004530	\$521.96
6898	REPAIR HEDGE TRIMMERS	01024175 - 562610		13004592	\$135.25
6882	SPARK PLUGS/MUD PUMPS	40067270 - 552020		13004448	\$69.50
VENDOR TOTAL:					\$994.71
THE SUN HERALD-GULF PUBLISHING CO					
6883	BID-BACKFLOW PREVENTERS	01009975 - 558000		13004239	\$72.74
6891	BID-WATER PIPE	01009975 - 558000		13004591	\$73.62
VENDOR TOTAL:					\$146.36
SUNBELT FIRE APPARATUS INC					
6886	LEATHER FIRE BOOTS	01016170 - 553500		13004065	\$1,359.00
6891	AIR TEST/FIRE DEPT	01016570 - 552020		13004539	\$284.50
6891	LITE BOX/U-2	01016570 - 552020		13004300	\$95.50
6904	STOCK PARTS/FIRE DEPT	01016570 - 552020		13004436	\$387.55
VENDOR TOTAL:					\$2,126.55
TRAVELWORLD INC					
6898	AIRLINE TICKETS/ATLANTA GA	01040475 - 557000		13004681	\$656.60
VENDOR TOTAL:					\$656.60
TURF MASTERS					
6883	SUPERTUNIAS/DOWNTOWN	01024170 - 552300		13004522	\$165.00
6884	SUPERTUNIAS/HWY 90	01024170 - 552300		13004396	\$550.00
6891	7/22-8/18/13 CONTRACT MOWING AGRMT #1	01024175 - 562300		13004606	\$21,456.67
6891	7/22-8/18/13 CONTRACT MOWING AGRMT #2	01024175 - 562300		13004606	\$49,230.52

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CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6892	7/22-8/18/13 CONTRACT MOWING HWY 90	01024175 - 562300		13004606	\$10,395.00
VENDOR TOTAL:					\$81,797.19

TYLER TECHNOLOGIES INC

6886	4/13-6/13 SUPPORT/UPDATE LICENSING/QTRLY	01008075 - 562010		13000794	\$11,712.97
VENDOR TOTAL:					\$11,712.97

THE UPS STORE

6898	SHIPPING/RETURN RAIN GAUGE	01018070 - 551900		13004685	\$19.16
VENDOR TOTAL:					\$19.16

UTILITY PARTNERS LLC

6882	8/13 DITCH MAINTENANCE	01020175 - 562340		13004438	\$21,300.00
6882	8/13 PUBLIC WORKS CONTRACT	01020075 - 568960		13004439	\$17,148.79
6882		01020175 - 568960		13004439	\$68,595.21
6882		01024075 - 568960		13004439	\$42,872.00
6882		01024175 - 568960		13004439	\$22,865.06
6882	8/13 PUBLIC WORKS CONTRACT	40065075 - 568960		13004439	\$5,716.26
6882		40067275 - 568960		13004439	\$51,446.40
6882		40067375 - 568960		13004439	\$31,439.47
6882		40067475 - 568960		13004439	\$45,730.14
VENDOR TOTAL:					\$307,113.33

VARIETY OUTLET INC

6900	MISC SUPPLIES/SR CTR	01030075 - 567000		13004286	\$68.59
6900	MISC SUPPLIES/SR CTR	01030075 - 567000		13004286	\$126.58
VENDOR TOTAL:					\$195.17

W A REYNOLDS WHOLESALE CO

6882	CAN LINERS/GATORADE MIX	01024170 - 552300		13004394	\$224.75
6892	JANITORIAL SUPPLIES	01009070 - 551420		13004585	\$146.01
6900	JANITORIAL SUPPLIES	01030070 - 551420		13004003	\$211.56
6900	SUPPLIES/AFTER SCHOOL CARE	01030175 - 567000		13004289	\$208.51
VENDOR TOTAL:					\$790.83

WADE IMAGING COMPANY

6884	07/15-08/14 CONTRACT OVERAGE	01008075 - 562005		13004549	\$62.21
6884		01009075 - 562030		13004549	\$129.60
6884	9/13 FLEET COPIER LEASE	01008075 - 562005		13004548	\$1,778.49
6892	9/13 COPIER LEASE	01008075 - 562005		13004404	\$1,080.70
6884	07/15-08/14 CONTRACT OVERAGE	40065275 - 562030		13004549	\$718.39
VENDOR TOTAL:					\$3,769.39

WALMART COMMUNITY

6887	SUPPLIES/AFTER SCHOOL	01030175 - 567000		13004335	\$71.76
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CLAIMS REPORT
WARRANT 09/03/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6887	SUPPLIES/AFTER SCHOOL	01030175 - 567000		13004335	\$160.38
6900	MISC SUPPLIES/AFTER SCHOOL CARE	01030175 - 567000		13004571	\$215.68
6900	SUPPLIES/LOCK IN/REC DEPT	01030175 - 567000		13004529	\$54.37
VENDOR TOTAL:					\$502.19

WHITEHEAD CONSTRUCTION CO INC					
6904	LIMESTONE	01020170 - 552500		13004227	\$16,717.31
VENDOR TOTAL:					\$16,717.31

SUSAN WILEY					
6892	8/12-8/23/13 AEROBICS INSTRUCTOR	01030175 - 568950		13004626	\$281.25
VENDOR TOTAL:					\$281.25

JONATHAN WOODS					
6892	EMT BASIC BOOKS	01016075 - 557900		13004627	\$182.90
VENDOR TOTAL:					\$182.90

FIDELITY NATIONAL INSURANCE CO					
6888	FLOOD INSURANCE RENEWAL(8 LOCATIONS)	01009975 - 560100		13004584	\$6,386.00
VENDOR TOTAL:					\$6,386.00

WYNDHAM GARDEN AUSTIN					
6882	LODGING/T MCCLUNG/ICC CONFERENCE	05016870 - 551910		13004443	\$741.75
6883	LODGING/M SAVASTA/ICC CONFERENCE	05016870 - 551910		13004459	\$741.75
VENDOR TOTAL:					\$1,483.50

GRAND TOTAL: \$1,239,915.33

GENERAL FUND	\$597,194.45
FORFIETURE & SEIZURE FUND	\$2,203.05
S MS METRO ENFORCEMENT TEAM	\$1,032.07
FIRE INSURANCE REBATE FUND	\$32,471.38
COMMUNITY DEVELOPMENT FUND	\$149,049.99
PASCAGOULA UTILITIES	\$314,523.03
SOLID WASTE MANAGEMENT FUND	\$15,737.12
PASCAGOULA GROUP INSURANCE	\$127,704.24
GRAND TOTAL	\$1,239,915.33