

PASCAGOULA CITY COUNCIL
RECESSED REGULAR MEETING – TUESDAY, MARCH 15, 2016, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Tadlock

PLEDGE OF ALLEGIANCE: Councilwoman Simkins

PROCLAMATION:

1. American Red Cross Month

ADDRESS THE COUNCIL:

2. Gentry Williams/Morris Strickland re: LaFont Inn - TIF
3. Joann Wilson re: Facility located at 2821 Ingalls Avenue
4. Greg Cullom, Senior V.P., HUB International re: City's insurance program
5. Status report re: 2306 Catalpa Avenue

PUBLIC HEARING – PLANNING BOARD MEETING OF MARCH 9, 2016

6. Minutes of the Planning Board meeting of March 9, 2016
Recommended Action: *acknowledge receipt of minutes.*
7. Request for a Special Use Permit for Heavy Equipment Storage at 3111 Nathan Hale Avenue
Recommended Action: *approve Planning Board recommendation for a Special Use Permit to allow the storage of heavy equipment at 3111 Nathan Hale Avenue in a Community Commercial Zoning District as provided in Section 4.3.E.2 of the Unified Developmental Code.*
8. Request for a 170' variance from the distance requirements of a residential district or use to allow storage of heavy equipment storage at 3111 Nathan Hale Avenue
Recommended Action: *approve Planning Board recommendation for a variance of 170' from the 250' requirement for separation between heavy equipment storage and residential uses with the conditions of a privacy fence and removal of impervious surfaces with new landscaping as provided in the staff report.*

CONSENT AGENDA:*

9. Minutes of the Council meetings of February 29, 2016, March 1, 2016, and March 10, 2016
Recommended Action: *adopt and approve minutes.*

10. Minutes of Recreation Commission meeting of February 3, 2016
Recommended Action: *acknowledge receipt of minutes.*
11. Advertising the resources of the City
Recommended Action: *allow Parks & Recreation Department to participate in Easter Extravaganza event on March 19, 2016, for school age children at the Pascagoula Gautier School District Family Interactive Center and advertise the resources of the City by providing prizes and giveaways in the amount not to exceed \$75.00 to the children who participate in the event.*
12. Amendment to Ordinance 14-11, Inspection Warrants, to update code references within the Ordinance
Recommended Action: *adopt Ordinance.*
13. Letter to Board of Supervisors requesting transfer of property near Recreation Center for parking purposes.
Recommended Action: *authorize Mayor to send a letter to the Jackson County Board of Supervisors requesting transfer of property.*
14. CDBG FY2015 Public Services Agreement Amendment No. 1 with Catholic Social and Community Services, Inc.
Recommended Action: *approve Amendment No. 1 with Catholic Social and Community Services, Inc., and authorize City Manager to execute related documents.*
15. Blue Cross and Blue Shield – Healthy Hometown Award – Revised Closeout Reports
Recommended Action: *approve revised closeout reports and authorize City Manager to execute related documents.*
16. Amendment No. 1 to Task Order No. 008 (Rev-1) with Compton Engineering for Drainage Improvements from Holland to Ingalls Avenue
Recommended Action: *approve Amendment No. 1 to Task Order No. 8 (Rev-1) for design service fees and authorize City Manager to execute related documents.*
17. 2016 Stormwater Consulting with Allen Engineering and Science
Recommended Action: *approve attached proposal to complete the City's Phase II Stormwater Program implementation for 2016 with Allen Engineering and Science and authorize the City Manager to execute related documents.*
18. TekLinks Internet – Telephone Upgrade
Recommended Action: *approve attached quote from TekLinks for the purpose of upgrading to their Ethernet Internet service and SIP voice service and authorize City Manager to execute related documents.*
19. CableOne Internet Upgrade
Recommended Action: *approve internet upgrade and authorize City Manager to execute related documents.*

20. Urban Youth Corps Program FY2016 Application and Order Establishing Willingness to Participate Transportation Enhancement – Urban Youth Corps Program
Recommended Action: *approve application and Order. Authorize the Mayor to execute related documents.*
21. RFQs for the City Website Design, Development and Hosting
Recommended Action: *approval to reject all received Statements of Qualifications due to a procedural error and authorize City Clerk to re-advertise for RFQs.*
22. Postage funds of \$3,000.00 for the direct debit/postage-on-call meter setting service with Neo-Post
Recommended Action: *approve postage funds for postage machine at City Hall.*

CITY MANAGER

23. Appointment to the Pascagoula Public Library Board of Trustees.

CITY ENGINEER

24. 14th Street bridge approach settlement investigation and remediation
Recommended Action: *approve Task Order No. 060 with Compton Engineering and authorize City Manager to execute related documents.*
25. Resolution making a determination that a certain product is a single-source item
Recommended Action: *adopt Resolution and authorize City Manager to effect purchase.*

CITY CLERK/COMPTROLLER

26. Budget Amendment 16.13 in the Community Development Fund for the CDBG Grant
Recommended Action: *approve Budget Amendment 16.13.*

COMMUNITY/ECONOMIC DEVELOPMENT

27. Task Order No. 044 REV1 with Compton Engineering - Pascagoula Riverfront Boat Dock Permitting
Recommended Action: *approve Task Order No. 044 REV1 and authorize City Manager to execute related documents.*

CLAIMS DOCKET

28. Order for Docket of Claims for March 15, 2016
Recommended Action: *approve Order for Docket of Claims.*

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 Number: 1

AGENDA ITEM REQUEST FORM

Meeting Date: 3/15/2016

Submitting Department or Individual: City Manager

Contact Name: Michelle Wilson

Phone: 697-8767

Agenda Topic: Proclamation for American Red Cross Month.

Attach additional information as necessary

Action Requested:

Present Proclamation that March is declared American Red Cross Month

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*

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

PROCLAMATION

WHEREAS, March is American Red Cross Month which is a special time to recognize and thank our Everyday Heroes, who reach out to help their neighbors when they are in need; and

WHEREAS, The American Red Cross helps people prevent, prepare for and respond to emergencies; provides food, shelter and aid during times of disaster; support to military families; and trains citizens in lifesaving CPR and first aid skills; and

WHEREAS, The American Red Cross is the organization which turns caring and concern into action; and

WHEREAS, The American Red Cross relies on donations of time, money and blood to fulfill its mission to help alleviate human suffering in the face of emergencies; and

WHEREAS, the majority of American Red Cross services are provided by trained and dedicated volunteers; and

WHEREAS, our Everyday Heroes are volunteers that make a difference in communities across the United States and throughout the world.

NOW, THEREFORE, I, Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby proclaim March, 2016, as

AMERICAN RED CROSS MONTH

in the City of Pascagoula and encourage our citizens to support this organization and its noble humanitarian mission.

Harry J. Blevins
Mayor



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Address the Council

Contact Name: Gentry Williams/
Morris Strickland

Phone: 228-623-0745

Lafont Inn - TIF

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Council consideration of a partial TIF.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

Other

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Agenda Number: 3

AGENDA ITEM REQUEST FORM

Meeting Date: 3/15/16

Submitting Department or Individual: City Manager

Contact Name: Joann Wilson

Phone: _____

Agenda Topic: Joann Wilson to address the Council regarding the facility located at 2821 Ingalls Ave.

Attach additional information as necessary

Action Requested:

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

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

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Agenda Number: 4.

AGENDA ITEM REQUEST FORM

Meeting Date: 3-15-16

Submitting Department or Individual: _____

Contact Name: Greg Cullom, Senior V.P.
HUB International

Phone: 228-897-6727

Agenda Topic: Address Council regarding City's insurance program

Attach additional information as necessary

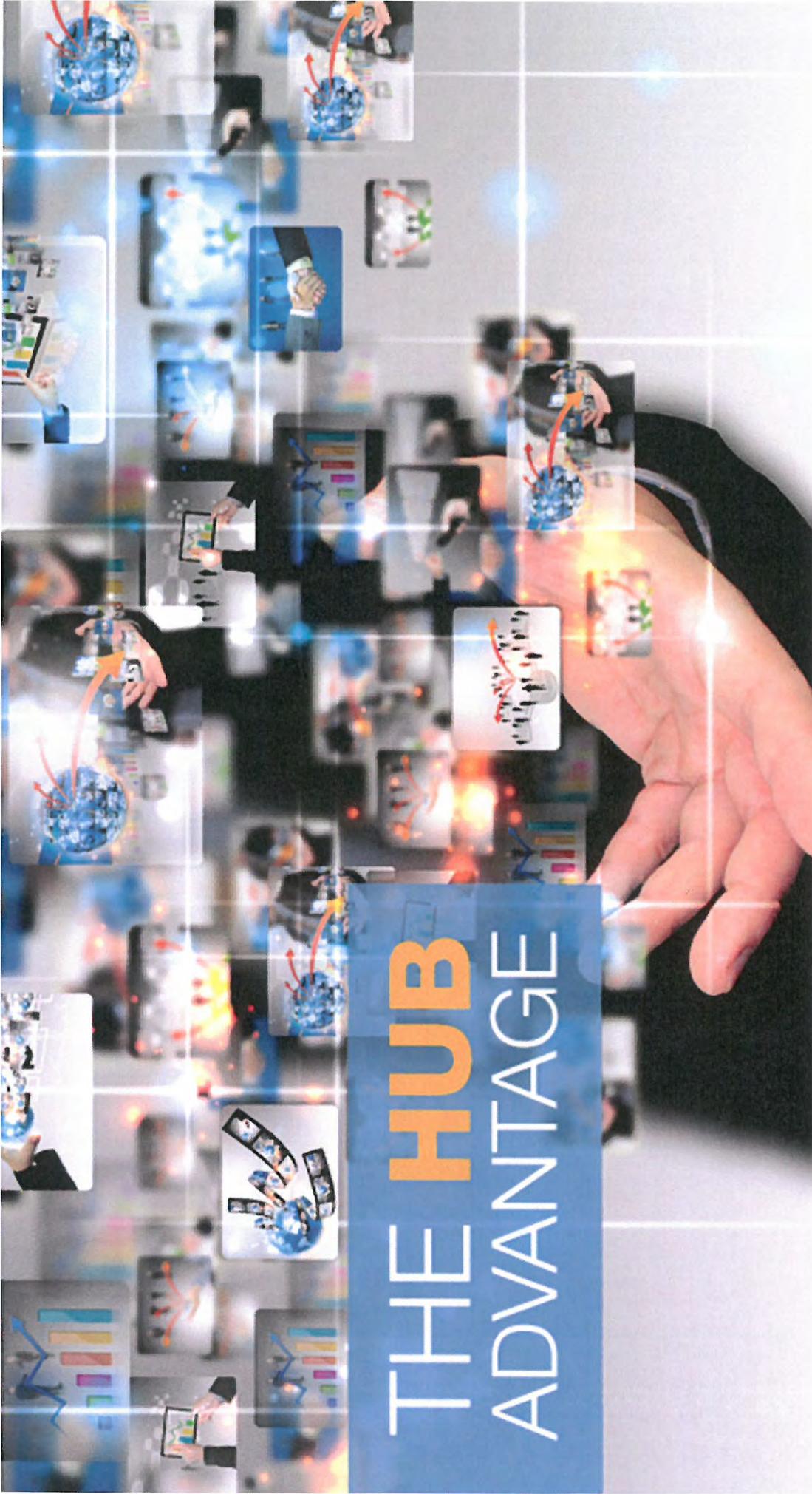
Action Requested:

Budgeted Item	Yes	<input type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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THE HUB ADVANTAGE



An Introduction

Greg Cullom, Senior Vice President HUB Gulf South

www.hubinternational.com



CAPABILITIES

About HUB

HUB Technology Tools

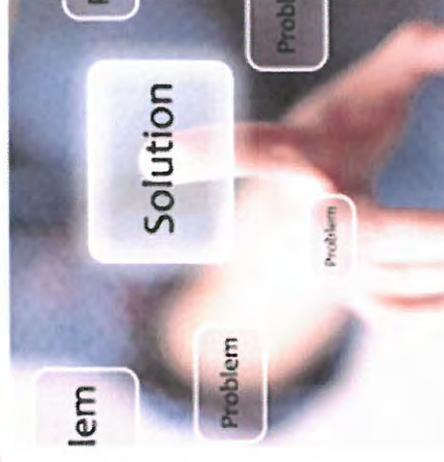
Business Insurance

Risk Services

Employee Benefits

Personal Insurance

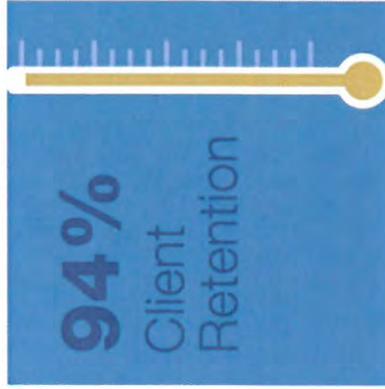
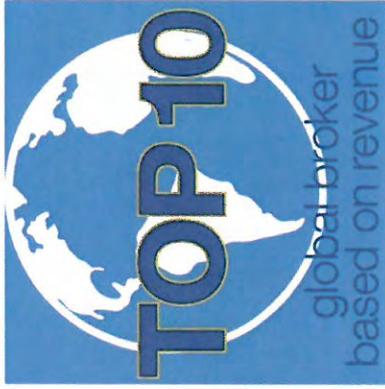
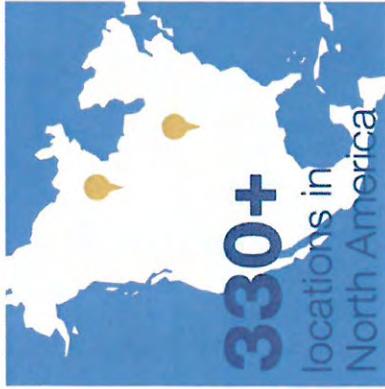
What This Means to You





ABOUT HUB

HUB SCOPE AND SCALE

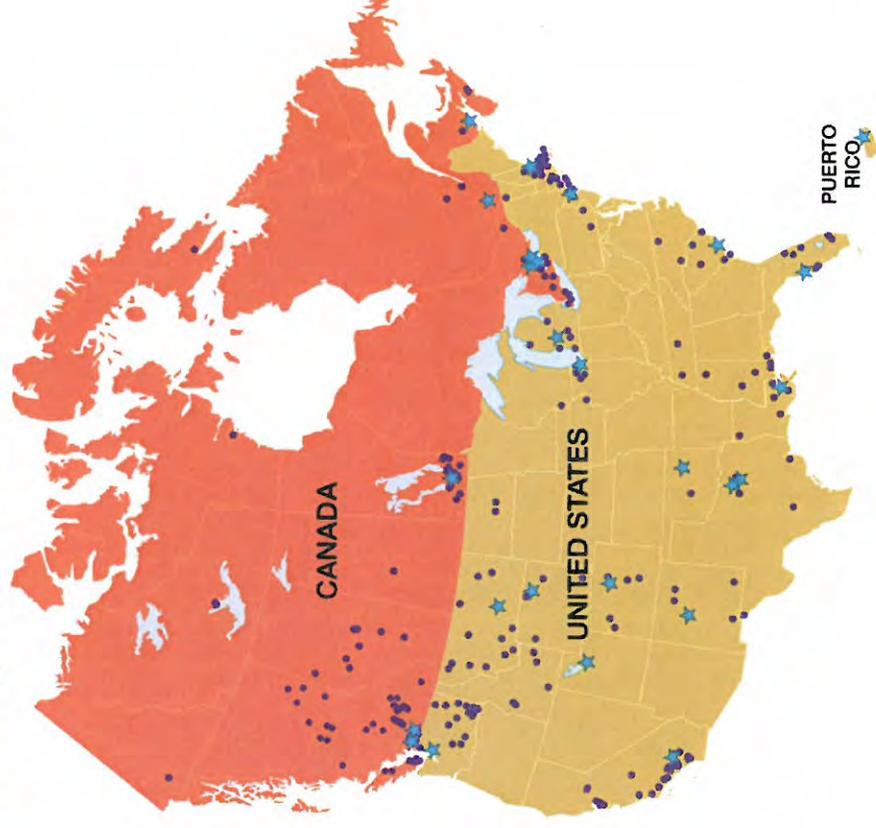


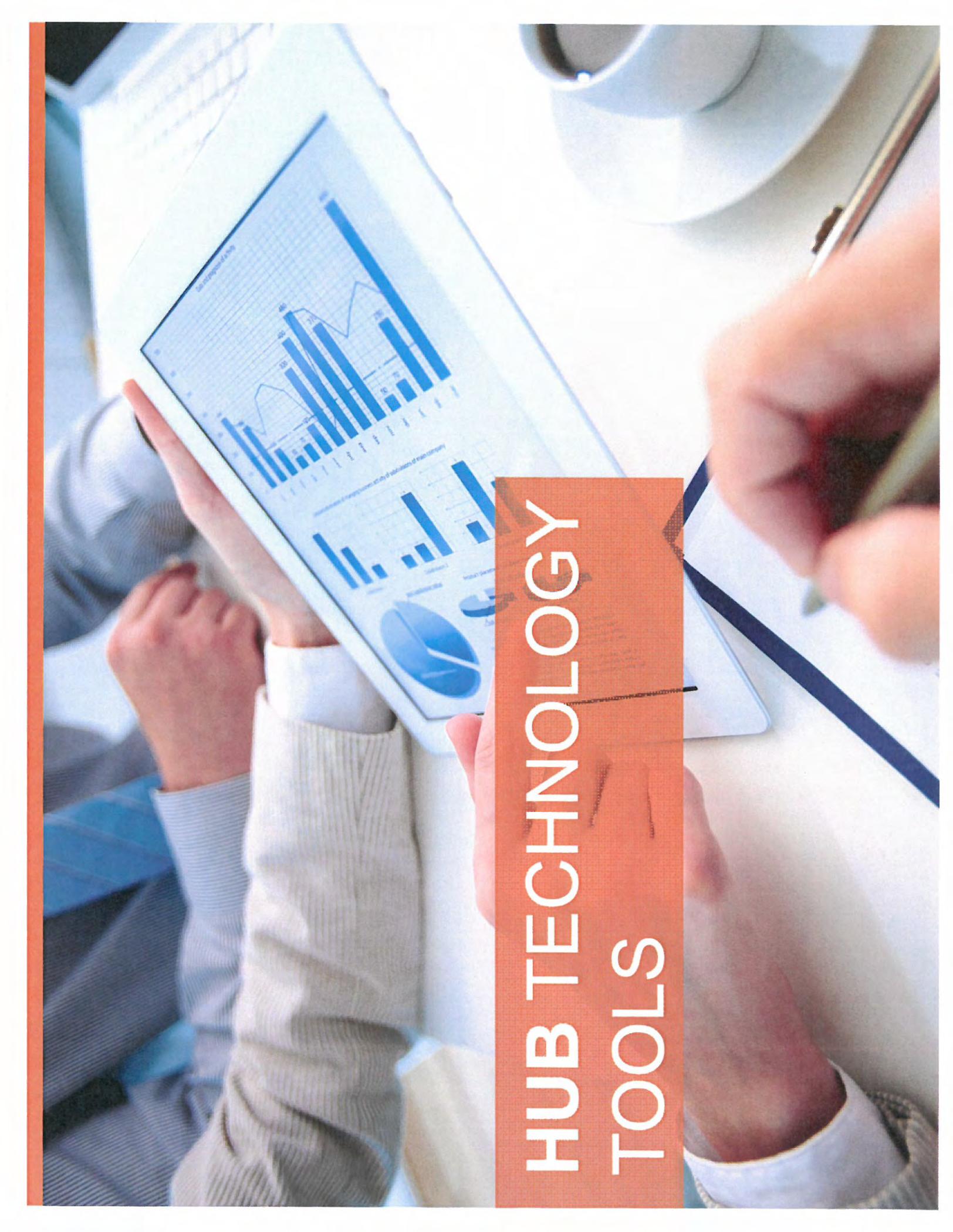
GLOBAL RESOURCES LOCAL SERVICE



We bring global resources to help you run your business more effectively. Regional HUB operating structure enables us to deliver local service and respond quickly to changing market conditions.

- Preferred broker with all national as well as key regional insurance companies
- Premium volume gives us negotiating leverage.
- Direct access to international risk management consulting and insurance brokerage services via the Worldwide Broker Network



A high-angle photograph of a business meeting. A person in a white sweater holds a tablet displaying various data charts, including a bar chart with values like 80, 70, 60, 50, 40, 30, 20, 10, 0, 10, 20, 30, 40, 50, 60, 70, 80 and a line graph. Another person in a blue shirt is writing on a notepad. A desk lamp is visible in the upper right. The scene is brightly lit, suggesting an office environment.

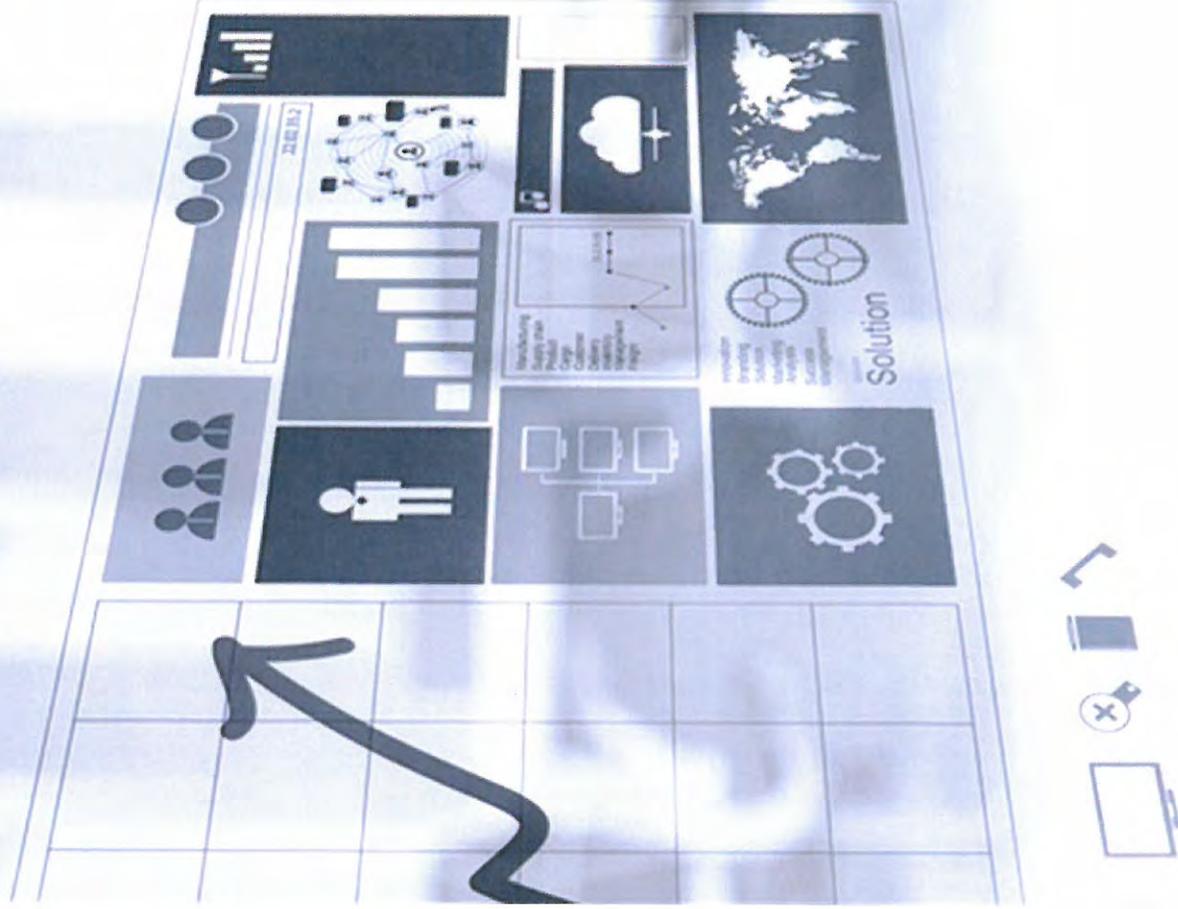
HUB TECHNOLOGY TOOLS

HUB TECHNOLOGY TOOLS



HUB uses leading-edge technology to provide our clients with:

- Data analysis
- Legislative & Compliance information
- Human resources administration tools
- Risk analysis tools
- Employee communication tools
- OSHA compliance forms 300 & 300A
- OSHA analysis reports



MYWAVE RISK MANAGEMENT & HUMAN RESOURCES CENTER



Easy access to wide range of risk management and employee benefits tools & resources. Customize your news feeds and receive weekly email highlighting new content as it becomes available.

The screenshot displays the HUB International website interface. At the top, there is a navigation menu with links for Home, Benefits Center, Health Care Reform, HR Compliance, Wellness, Business Insurance, Personal Insurance, Resource Library, Community, Ask the Experts, and About. Below the navigation is a banner for 'Lasting relationships built upon a foundation of trust, respect and integrity' with the HUB International logo and 'MY WAVE PORTAL' text. The main content area features a 'Welcome to the HUB International Benefits Portal!' message, a 'Our Promise: Best in Class Service' section, and an 'In the News' section with several news items. A sidebar on the right contains a search bar, a 'Keeping You Informed on Health Care Reform!' section, and a '2012 Survey Results' section. The footer includes the text '© 2012 HUB International, Inc. All rights reserved.' and 'MyWave - MyWave Center Experts'.

HUB MYWAVE PORTAL BRINGS YOU...



[Collaboration Center](#)

Seamless exchange of information sharing and collaboration with HUB

[Benchmark Surveys](#)

Participate in benefit plan and/or P&C program surveys.

[Documents on Command](#)

Instant access to a library of downloadable articles, brochures, forms, and reports.

[Community](#)

Connect with other professionals in your field by entering group discussions, or post a message of your own.

[Resources](#)

Links, articles, and resources on a variety of topics.

[Legislative Guides](#)

Online guides to complex legislative topics.

[HealthShop](#)

Newsletter series on the importance of making informed health care decisions

[SafetyZone](#)

Ready-to-print newsletters designed to support your safety programs and messages.

[Online Services](#)

Send online requests directly to HUB International's customer service department.

[OSHA](#)

Track and analyze OSHA injuries and illnesses.

The screenshot displays the OrigamiRisk dashboard with the following sections:

- Navigation:** Home, Tasks, Claims, Checks, Incidents, Policies, Locations, Contacts, Reports, Admin.
- Dashboard Metrics:**
 - My Open Tasks:** 3/17/2011, 11/29/2010, 7/26/2010
 - Recent Documents:** Claim: Control, Risk, Loss, 100000000; Report: Large Loss, 100000; Report: Large Loss, 100000; Claim: Risk, Loss, 1000000000; Report: Check, Status, by, Year; Policy: AF 2010, OL, OL, 2010; Contact: Matt, 1000; Incident: 1000, 100
- Benchmarking:** Average Cost of a LT Claim (Line chart showing Amount vs. Date)
- Loss Frequency Rate:** Frequency per 200,000 Man Hours (Line chart showing Frequency Rate vs. Month)
- Recent Claims in Litigation:**

Claimant	Cov	Loss Date	Total Inc	Total Paid
Persaud, Richard	WC	1/6/2010	177,840	96,336
Chou, Ean	WC	6/9/2009	37,650	20,070
Wilson, Bill	WC	10/19/2007	93,660	93,660
Wilford, Mary	WC	3/2/2007	74,100	74,100
Aubrey, Jack	WC	1/10/2007	8,000	8,000
- Recent Large Losses:**

Claimant	Cov	Loss Date	Total Inc	Total Paid
Littlerin, Ned	GL	4/12/2010	383,750	22,750
Symour, Muffy	WC	4/19/2010	227,240	145,330
Persaud, Richard	WC	1/6/2010	177,840	96,336
Kelly, Jim	GL	3/12/2010	116,000	60,710
Johnson, Jon	WC	4/13/2010	70,355	39,990
Reidrauc, Rick	WC	1/19/2010	61,900	19,740
Dennis, Kevin	WC	3/10/2010	35,115	19,400
Dennis, Kevin	WC	2/11/2010	32,110	17,394
Anders, Harris	AL	5/20/2010	29,640	16,055
Hiers, George	GL	4/13/2010	18,525	10,035
- Large Reserve Changes:**

Claim Number	Start Reserve	End Reserve	Change
Crack, Greg	0	227,240	227,240
Jones, Andy	0	177,840	177,840
Lewis, Al	0	177,840	177,840
Wilson, Bill	0	172,900	172,900
James, Pete	0	172,900	172,900
Mcclean, John	0	111,150	111,150
Summers, Suzanne	0	81,510	81,510
Buller, Brett	0	81,510	81,510
Wilford, Mary	0	74,100	74,100
Slamp, John	0	74,100	74,100
- Top Causes of Loss:**

Cause	Body Part	Nature
CUT, 275,923		
FALL, 530,946		
- Location Trends:**

Location	Operational	Construction	Other
Atlanta			
Chicago			
Dallas			
Denver			
Houston			
Los Angeles			
Miami			
Minneapolis			
New York			
Phoenix			
Portland			
San Francisco			
Seattle			
Washington DC			

Risk Dashboard

- Shows trends, exceptions, performance against benchmarks, and notable events.
- Customizable by user to reflect individual areas of focus.
- “Drill down” into specific losses or events for more detailed analysis.
- Can include policies, claims, incidents, exposures, values, policies, and locations.

CYBER RISK MANAGEMENT



We help clients prevent network, cyber and privacy losses. Through our relationship with NetDiligence, we offer preferred pricing for the eRisk Hub portal, a subscription-based service designed to help your organization:

- Understand your cyber risk profile
- Assess financial risk to your business
- Improve your cyber-risk readiness
- Understand new & emerging threats
- Bolster your breach incident response plan
- Access a Breach Coach for assistance

The screenshot shows the eRisk Hub portal interface. At the top, there is a navigation bar with a 'Forgot your' link. Below the navigation bar, the main content area is divided into two columns. The left column contains a 'Data Breaches' section with a link to 'University Medical Center 5/2016' and a 'Data Theft' section with a link to 'Source: www.HHS.gov'. The right column contains a 'Welcome to the eRisk Hub@' section with a note that the resource is available to customers of HUB International and a 'New User Registration' section with a form for entering first and last names. The form has three input fields for 'First Name', 'Last Name', and 'Company'. Below the form, there is a 'Forgot your' link.

NetDiligence®



**BUSINESS
INSURANCE**

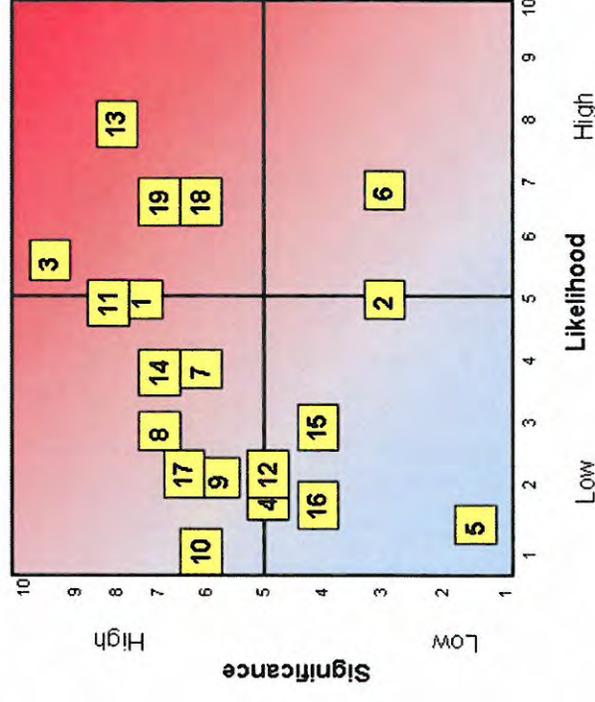
RISK MANAGEMENT APPROACH

Our objective is to understand your organization and create a tailored program to fit your specific needs and appetite for risk.

The Process

- Identify the organization's exposures
- Analyze the inherent risk
- Control the exposures before and after a loss
- Discuss the most appropriate financing methods
- Monitor the program on an ongoing basis

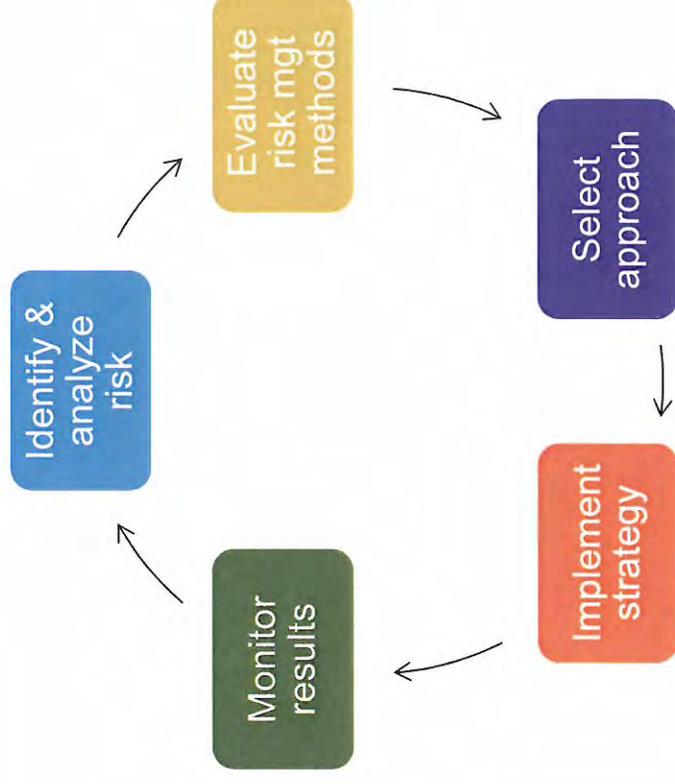
Risk Map



INSURANCE MARKETING

HUB approaches the marketing of any program from a risk management standpoint. Together we will:

- Review your existing exposures
- Review appropriate risk management alternatives
- Review marketing options in the current insurance environment
- Prepare a professional submission, targeting your goals
- Negotiate with underwriters for the most favorable terms and conditions
- Analyze and compare the quoted programs
- Present options



INSURANCE CARRIER REPRESENTATION



Our Preferred Carriers



AREAS OF EXPERTISE

Property & Casualty

- Workers' Compensation and property & casualty claims advocates
- P&C loss-control engineers
- OSHA & casualty loss-prevention and training
- Directors & Officers/professional liability expert
- Risk actuarial services
- Captives
- Earthquake, wind, and flood layered programs
- Mortgagee insurance requirement negotiations
- Manuscript customized policy forms
- Benchmarking limits and deductibles
- Reputation guard coverage



INTERNATIONAL CAPABILITIES



HUB clients have direct access to global risk management consulting and insurance brokering services through our partnership with the World Broker Network (WBN).

WBN allows us to deliver worldwide capabilities and expertise through the largest network of privately-held independent brokers.



500+ offices in 87 countries
Places over U.S. \$25 billion in
premiums annually.

RISK SERVICES



HUB RISK SERVICES



Our in-house consultants help you reduce your Total Cost of Risk:

- Highly experienced and credentialed claims, safety, security, fleet, business continuity, emergency response, fleet, enterprise risk management, and environmental professionals with hands-on experience in a wide variety of industries.
- Located throughout US, Canada, and Puerto Rico with partnerships around the globe
- Available to supplement your in-house resources to help prevent losses, and to better manage claims
- We connect you with the expert who can best address your needs
- Solutions are scaled to fit the needs of your business



RISK CONTROL SPECIALTY AREAS



- Regulatory Compliance
- Best Practices / World Class Safety
- Safety/Environmental Management
- Enterprise Risk Management
- Ergonomics Improvement
- Fleet Safety Management
- Behavior-Based Safety
- Construction Safety Management
- Property Protection Engineering
- Security Assessments / Planning
- Crisis Management
- Emergency Response Planning
- Business Continuity Planning
- Disaster Recovery Planning
- Environmental Compliance
- Industrial Hygiene
- Training (Management / Employee)
- Clinical Risk Management



CLAIMS SPECIALTY AREAS

- Claim Data Analysis
- Claim Management Best Practices
- Disability Management
- Medical Case Management
- Litigation Management
- Claim Reporting Guidance
- Return-to-Work Planning
- Third Party Administrator (TPA) / Carrier Selection & Monitoring
- Claims Service Provider Audits
- Loss Analysis & Reporting
- Reserve Analysis
- Settlement Evaluation
- Subrogation / Second Injury Fund Recoveries
- Risk Management Information Systems (RMIS)



VENDOR PARTNERSHIPS



We supplement our in-house expertise with carefully vetted firms who provide high quality solutions at preferred pricing, including web-based training, disaster recovery solutions, cyber risk management tools, employee/contractor selection tools and security consulting.



Global Risk Consultants



MSA SECURITY

ORIGAMIRISK



PureSafety



RTW SELECTRITE



TRANSITION 2WORK



EMPLOYEE
BENEFITS

HELPING YOU PLAN FOR THE FUTURE



Our Employee Benefits Practice is committed to helping you:

- Manage your plan costs
- Reduce your administrative workload and maintain compliance
- Engage your employees and make them more accountable for their health and wellness

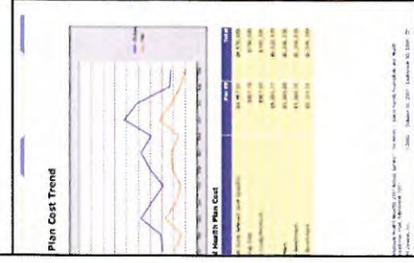
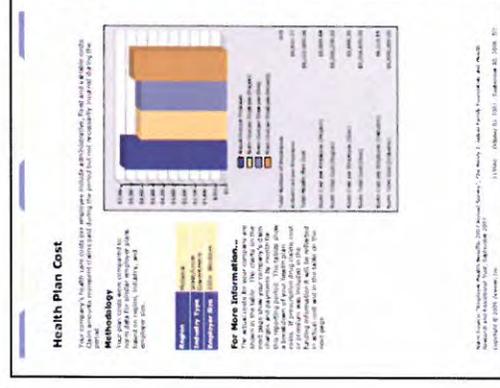


MANAGING YOUR PLAN COSTS



Our approach is designed to help you solve immediate, short-term challenges while implementing a three-to-five year strategic plan with detailed action steps designed to achieve your financial and employee satisfaction goals.

- Benchmarking your benefit program
- Forensic claims data analysis
- Demographic and payroll contribution analysis
- Utilization review and clinical data analysis
- Assess current funding arrangements for appropriateness
- Health Care Reform Financial Impact Analysis & Recommendations
- Effective Use of PPACA Incentives
- Value and Outcomes-based Plan Design



Modeling

Scenario	2010	2011	2012
Current Plan	\$3,800,000	\$3,550,000	\$3,300,000
Alternative 1	\$3,500,000	\$3,250,000	\$3,000,000
Alternative 2	\$3,200,000	\$2,950,000	\$2,700,000

Methodology: This table is based on the data provided in the Health Plan Cost report. The data is based on the company's health plan costs for employees only. The data is based on the company's health plan costs for employees only.

WELLNESS & PRODUCTIVITY



Tailored solutions based on client need that are designed to improve employee health and productivity. In addition to working with wellness vendors and carriers, we also offer proprietary solutions.



HUB 360 Total Absence Management

- Integrated benefits strategy that brings together HUB expertise in benefits and workers' comp
- Manage, administer, track lost time

COMPLIANCE CONSULTING



In-house expertise supplemented by external and web-based resources. We help you identify, understand, and navigate:

- Health Care Reform
 - ERISA
 - COBRA
 - FMLA
- Discrimination rules (IRS Section 105)
- Schedule A and 5500 reporting requirements
- Group life insurance compliance (IRS Section 79)
- Retirement planning (IRS Section 401(k))

- Cafeteria plans (IRS Section 125-128)
- HIPAA regulations
- Medicare
- ADA

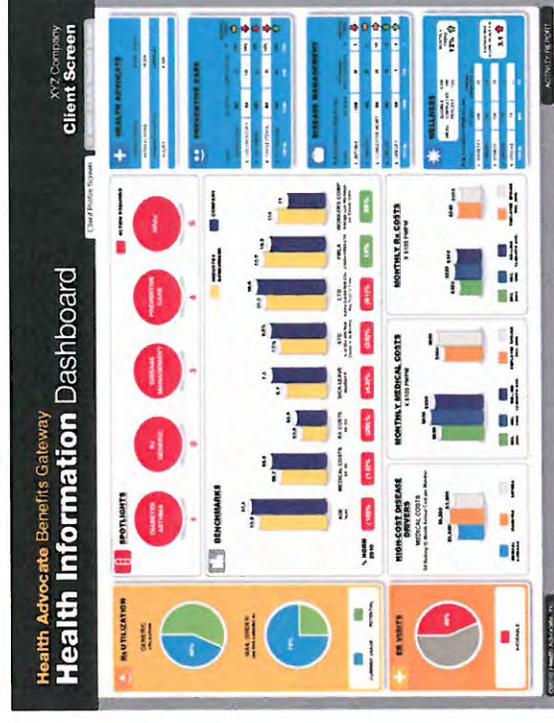


HR ADVISORY SERVICES



We act as an extension of your HR team. Rely on us to reduce your workload:

- Assist with employee claim adjudication
- Manage vendor relationships
- Provide project management for new system or program implementations,
- Coordinate annual benefits enrollment with vendors
- Monitor vendor performance
- Measure and report on operational results, clinical outcomes, claims, and member service



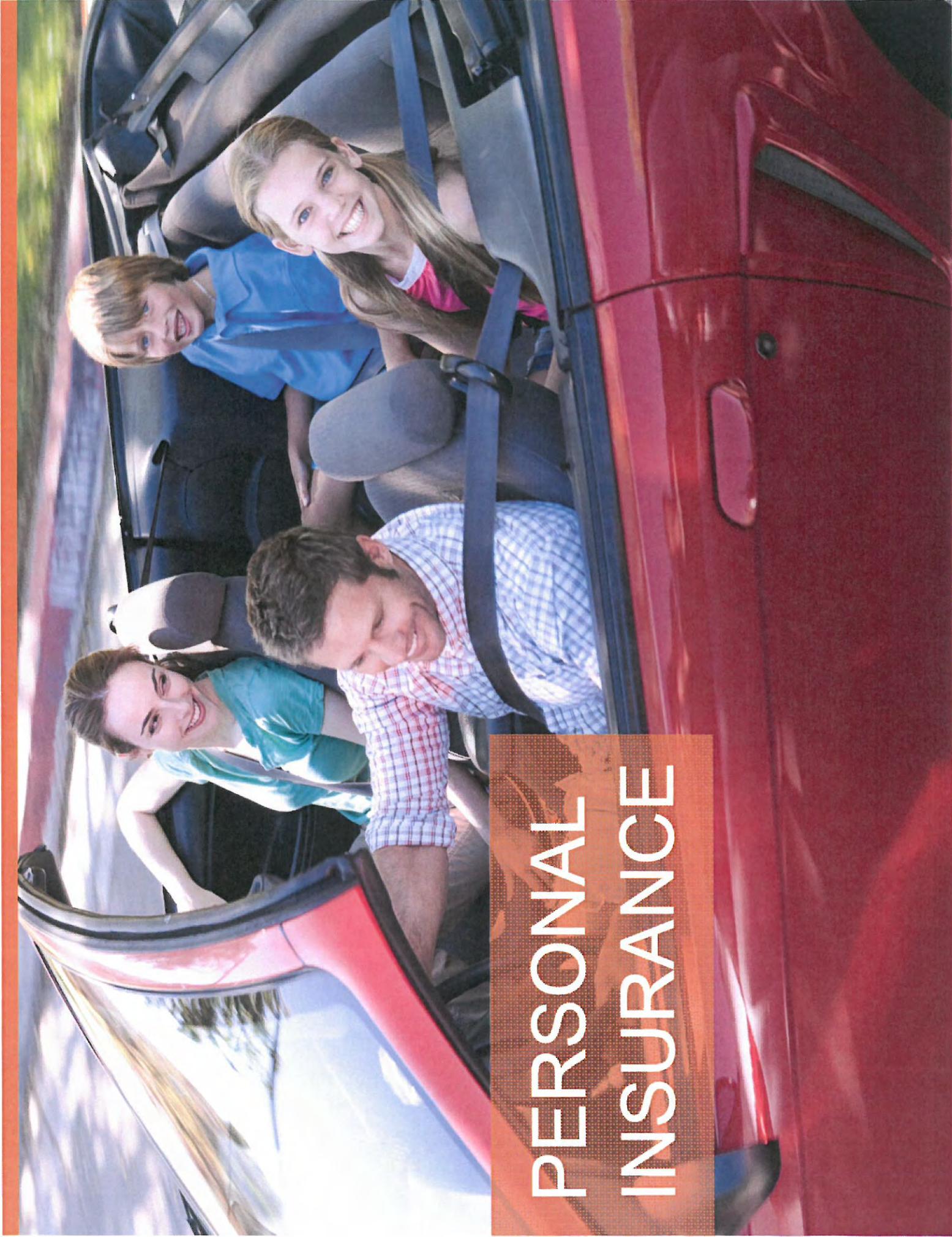
CUSTOM COMMUNICATIONS



Your communications program should be an extension of your corporate identity. HUB will work with you to create employee communications that reflect your culture and brand.

- Open enrollment materials, including enrollment guides, payroll stuffers, and posters
- Comprehensive benefit plan booklets and employee handbooks
- Change-management communications
- Employee announcements that focus on special issues of importance to your organization





PERSONAL INSURANCE

PERSONAL LINES



Largest privately-held personal lines brokerage in the country

- Coverage solutions for homes, vehicles, valuable collections, and personal liability with the nation's premier insurers.
- Private Client Advisors counsel high-net-worth individuals – HUB is the insurance advisor for 10% of the Forbes 400. Clients have access to our team of dedicated specialists in fine arts, watercraft, aviation, and equine risk management.
- Group personal insurance programs for your employees



Problem

Solution

Problem

Problem

Problem

Proble

Pr

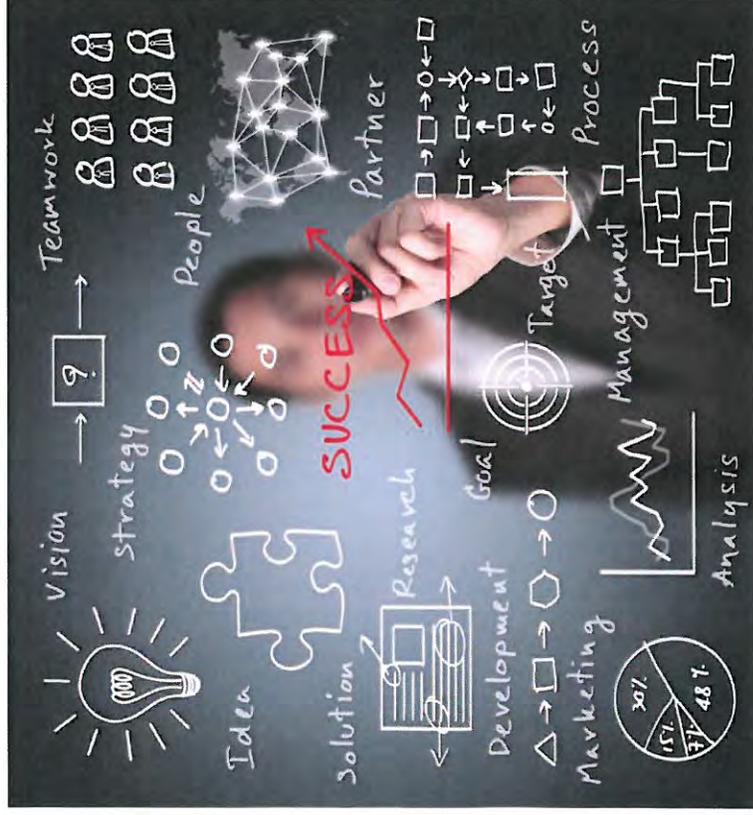
Problem

WHAT THIS

MEANS TO YOU

WHAT THIS MEANS TO YOU

Managing risk is essential to your success.



Our commitment to you:

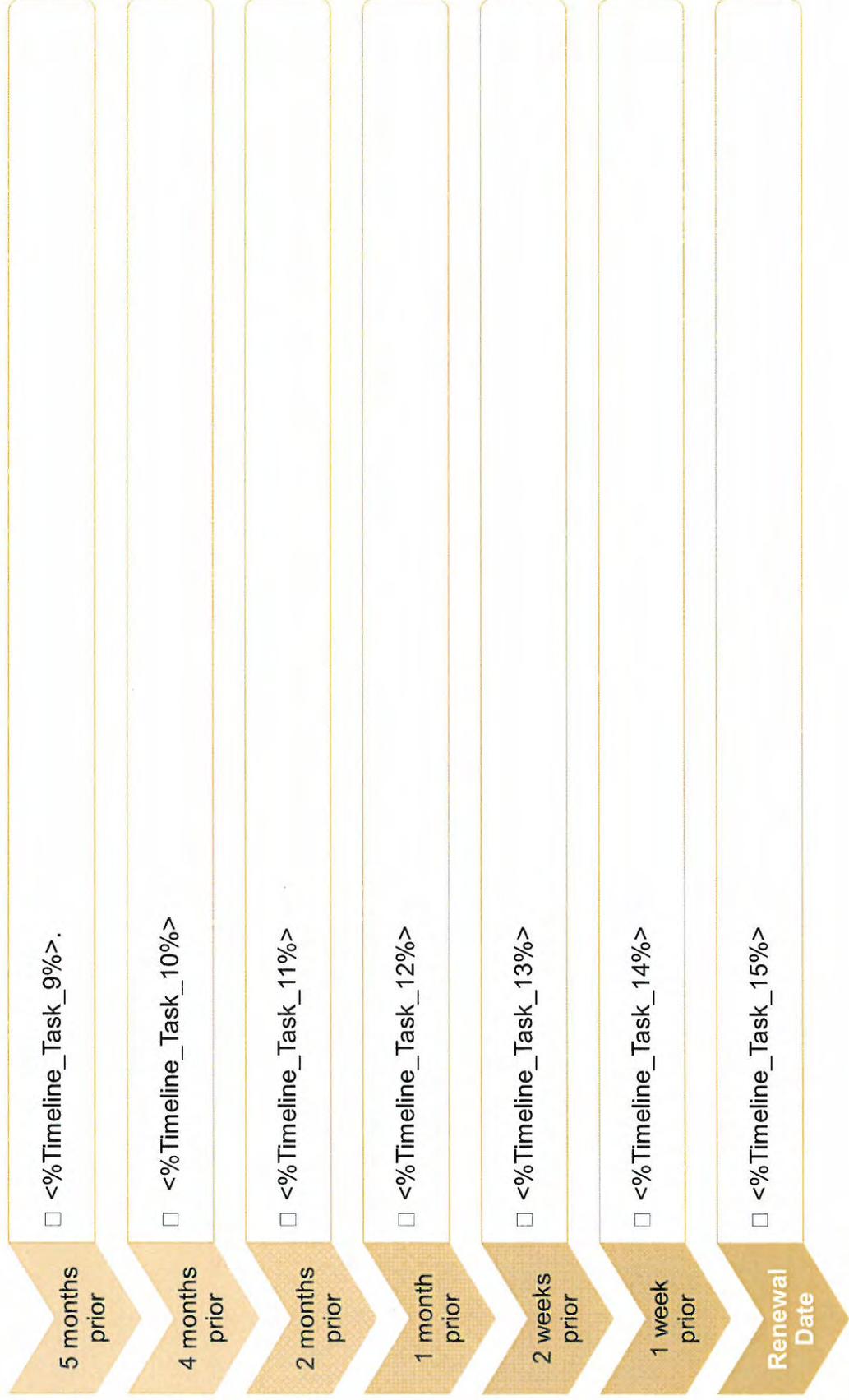
- Implement solutions that are tailored to your risk management needs
- Create strategic plans with action steps that ensure your long-term goals are met
- Control your costs by leveraging our product expertise, market clout, analytics, and underwriting capabilities.
- Provide timely, accurate recommendations that simplify the decision-making process
- Keep you well-informed on current and emerging issues

BROKER TRANSITION TIMELINE



	<%Mont h_1%>	<%Mont h_2%>	<%Mont h_3%>	<%Mont h_4%>	<%Mont h_5%>	<%Mont h_6%>	<%Mont h_7%>	<%Mont h_8%>
<%Timeline_Task_1%>								
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<%Timeline_Task_7%>								
<%Timeline_Task_8%>								

ACCOUNT RENEWAL PROCESS





**YOUR PARTNER IN
RISK MANAGEMENT**

HUB
International



Agenda Number: 5.

AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Donovan Scruggs, City Planner

Contact Name: Donovan Scruggs Phone: 228.938.6620

Agenda Topic: Consideration to hold the enforcement of the Resolution to Clean Property located at 2306 Catalpa Avenue in abeyance pending compliance of conditions.

Attach additional information as necessary

Action Requested:

Hold the enforcement of the Resolution in abeyance pending compliance to allow redevelopment of the site into nine townhouse dwelling units based on conditions outlined in City Planner's memorandum of March 8, 2016.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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



4015 14th Street
Pascagoula, MS 39567

Phone: 228-938-6620
Fax: 228-938-6765

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: March 8, 2016

RE: 2306 Catalpa Avenue

At the September 1, 2015, meeting of the City Council, a Resolution was adopted to clean the above referenced address. The site contains a multifamily complex that has been vacant since April 2014. A new owner had purchased the apartments in 2015. After the resolution was adopted, discussions continued with the new owner and her attorney about the potential use of the site. During these conversations, City Staff identified a way to redevelop the complex using the existing structures in a manner consistent with the Unified Development Code through the following:

- The parcel is zoned SFR6 which establishes "Townhouse Dwellings" as a permitted use. A permitted use does not require Planning Board and City Council approval.
- The current arrangement consists of 18 units that are flats with units on the first floor and units on the second floor. The units will need to be modified to meet the standards of Townhouse Dwellings.
- A Townhouse Dwelling is defined as "a residential building containing three or more individual dwelling units, each with its own outside entrance and individual lot, that are joined together along lot lines by a common or partly wall."
- To meet the standards of a Townhouse Dwelling the first floor units will be required to be reconfigured to include the unit above. This will reduce the number of units to nine. By doing this, the density is reduced by 50 percent and the units "double" in floor area. This will increase number of bedrooms and living area for each unit.
- Platting or division of the property and units will be required to establish individual lots. This could allow future conveyances of the units, but the conveyances are not required. Parcel platting or similar subdivisions require Planning Board and City Council approval.

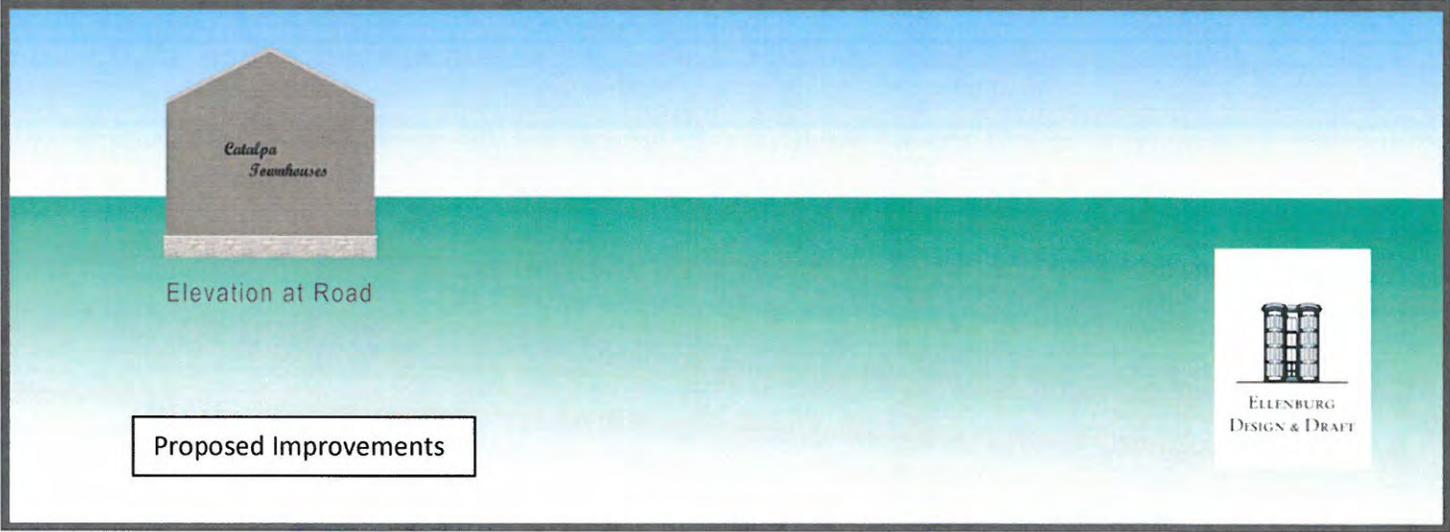
While the property has a history of problems, the investment required for this redevelopment will be significant. If this is implemented as planned, the property will remain on the tax rolls as a viable development. If the site is demolished, its reuse is unlikely, and there is the potential for long term problems associated with unmaintained, vacant lots in neighborhoods.

Because a Resolution has been adopted for this property, it is necessary for approval of the concept by the City Council to allow the property owner to move forward with the plan. In the event the owner fails to take the necessary steps, this department will continue to move forward with the cleaning of the property. Efforts required by the owner include:

- Substantially complete plans should be provided within 60 days (May 15, 2016). Final plans should be provided no later than June 15, 2016.
- Once plans are approved, a building permit must be secured within 30 days and substantial construction be underway within 90 days of plan approval.
- Failure to provide the required plans or initiate construction, as specified above, will cause the enforcement of the Resolution.



Elevation at Entry



Elevation at Road

Proposed Improvements



Existing Conditions



Agenda Number: 6.

AGENDA ITEM REQUEST FORM

Meeting Date: MARCH 15, 2016

Submitting Department or Individual: PLANNING & BUILDING DEPT

Contact Name: Donovan Scruggs

Phone: 228-938-6620

Agenda Topic: MARCH 9, 2016 PLANNING BOARD MEETING

Attach additional information as necessary

Action Requested:

YES

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

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

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

REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY MARCH 9, 2016 AT 6:00 PM
CITY OF PASCAGOULA, MISSISSIPPI

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a Regular Meeting on Wednesday March 9, 2016 at 6:00 P. M.

The following official(s) were present:

Wesley Smith (Chairman)
Mike Gilly
Linda Tillman
Joseph Odom
Jimmy Krebs
Stewart P. Keene

Other official(s) not present:

Stephen Parker (Vice Chairman)

Other officials present:

Eddie Williams, City Attorney
Donovan Scruggs, City Planner
Angelia Kimbrough, Permit Tech

A. PUBLIC HEARING

1. F.M. & Darlene Robertson

3111 Nathan Hale Ave. The request is for a Special Use permit to operate Heavy Equipment Sales, Rental & Storage, along with a 170' variance of the 250' distance requirements from a residential district or an existing residential use.

Donovan Scruggs was present to explain the application. He made note that the new owner is requesting a Special Use permit along with a variance. He stated that the previous use was a business called the Orchard, a nursery and land scape business. He also stated that the property is currently vacant and has not operated for several years. The property is adjacent to the CSX railroad right of way and to the east of the site is Bellsouth Telecommunications. Donovan stated that in the Community Commercial District, Heavy Equipment Sales, Rental, or Storage is permitted by a Special Use permit. As a contractor that uses heavy equipment, the proposed new use would fall into this category. However, the storage of the equipment in this district is not permitted within 250 feet of a residential structure. For this reason, a variance is needed for the site.

A variance of 170 ft. is requested. This variance will require storage to be situated behind the mid-point of the office or primary structure on the site. According to the owner/applicant, the previous business was a landscaping company and nursery. This included the use of some heavy equipment. Traffic impacts should be minimal,

according to the Planner's report. Efforts should be included to reduce negative impacts on the residential areas.

The staff recommended approval of the Special Use Permit for Heavy Equipment Storage at the subject site. In addition, approval is recommended for a variance of 170 ft. of the 250 ft. requirement for separation between such uses and a residential district. This recommendation includes: The construction of a privacy fence parallel to the street at or near the midpoint of the building and, removal of impervious surface toward the western edge of front yard and planting of some landscaping to mitigate visual impacts.

Joseph Odom questioned the traffic or load impacts on Nathan Hale Ave., and questioned what kind of equipment would be stored or used by the contractor. James Thomas, the potential owner, addressed the concerns about the equipment and provided pictures of his equipment (a small excavator). He stated that Bellsouth and the Salvation Army sites include a large area of existing heavy equipment. According to the potential owner, the storage of equipment should be infrequent because it is typically stored overnight on project sites.

Also, addressed was the issue of landscaping and, a privacy fence, Mr. Thomas assured the board that he had no objection to installing a privacy fence, as well as landscaping. After hearing James Thomas's request, and there being no protest.

A motion was made by Mike Gilly to "APPROVE" the Special Use permit, along with Approval of the variance application as recommended by the City Planner. The motion was seconded by Jimmy Krebs and the vote thereupon was as follows: Linda Tillman "AYE", Wesley Smith "AYE", Mike Gilly "AYE", Joseph Odom "AYE", Stewart P. Keene "AYE", Jimmy Krebs "AYE".

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

There being no further business to discuss the meeting was adjourned at 6:11 p.m.

MARCH 1, 2016

TO: MEMBERS OF THE PASCAGOULA PLANNING BOARD
JOSEPH HUFFMAN, CITY MANAGER
EDDIE WILLIAMS, CITY ATTORNEY

DONOVAN SCRUGGS, CITY PLANNER
ANGELIA KIMBROUGH, PERMIT TECH

FROM: PLANNING & BUILDING DEPARTMENT

SUBJECT: REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY MARCH 9, 2016 AT 6:00 P.M.

AGENDA

A. PUBLIC HEARINGS:

F.M. & Darlene Robertson

3111 Nathan Hale Ave. The request is for a Special Use permit to operate Heavy Equipment Sales, Rental & Storage, along with a 170' variance of the 250' distance requirements from a residential district or an existing residential use.



Planning Board Staff Report
March 9, 2016
Donovan Scruggs / City Planner

Applicant: F.M. and Darlene Robertson

Property Location: 3111 Nathan Hale Avenue

Parcel ID Number: 40206040.000; 40401330.050

Existing Zoning District: Community Commercial (CC)

Requested Action: Special Use Permit to operate a "Heavy Equipment Sales, Rental, and Storage" use within a CC zone on approximately 1.5 acres; and a variance of 170 ft. from the 250 ft. distance requirement from a residential structure.

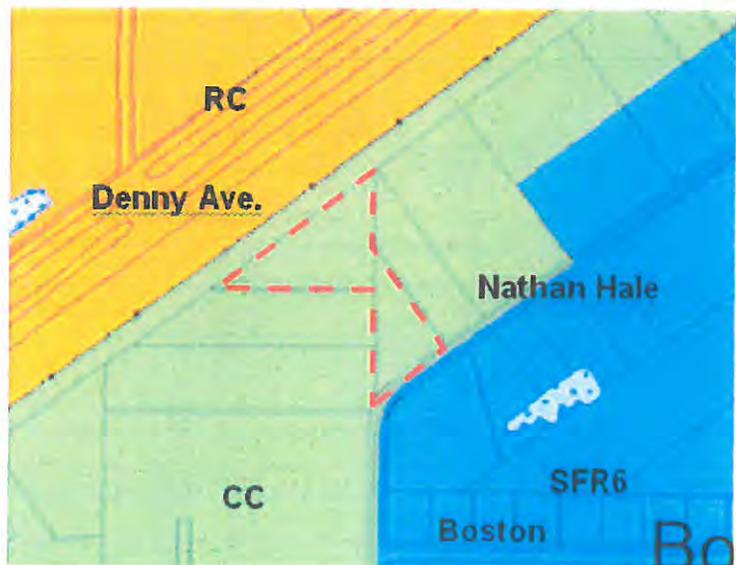
Applicable Zoning Ordinance Section(s): Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage

Facts and Findings:

- The applicant is in the process of conveying the subject parcel of land to a new owner who wishes to operate a business that uses heavy equipment. In order to operate such a business within a Community Commercial district a Special Use Permit is required.
- The site is currently vacant and has not operated as a business for several years. Previously, the site was a nursery and land work business, The Orchard.
- The property is adjacent to the CSX railroad right of way and to the east of the site is BellSouth Telecommunications. To the west are a vacant, wooded lot and the World Outreach Church. Residential uses exist south of Nathan Hale.

Considerations:

- In the Community Commercial District, Heavy Equipment Sales, Rental, or Storage is permitted by a Special Use Permit.
- Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage identifies criteria for the use. The applicant can meet 4 of the 5 standards, however, the storage of the equipment will be within 250 feet of a residential structure. For this reason, a variance is needed for the site.
- A variance of 170 ft. is requested. This variance will require storage to be situated behind the mid-point of the office or primary structure on the site. By storing in the rear yard, the use is less objectionable or visible from surrounding properties.



F.M. Robertson
Special Use / Variance Application

- According to the owner/applicant, the previous business was a landscaping company and nursery. This included the use of some heavy equipment.
- Nathan Hales Avenue serves as the dividing line between residential (on the south) and commercial (on the north).
- Immediately to the east is the BellSouth Communication service facility. This site includes a large area to the rear of the property that is used for the storage that includes service vehicles and equipment.
- The Salvation Army is situated adjacent to BellSouth Communication. This site includes a storage area for larger vehicles, emergency trailers and similar equipment.
- Proximity to the railroad and Denny Avenue places some limitations on the property.
- Nathan Hale Avenue has very low traffic counts, and businesses that substantially increases traffic would not have a positive impact on the area.
- According to the potential owner, the storage of equipment should be infrequent because it is typically stored overnight on project sites.

Public/Community Need:

- The proposed site has been vacant for 2-3 years.
- The Community Commercial District is separated by Nathan Hale Avenue from the Single Family Residential District. The variance, if issued, would allow equipment storage much closer than allowed. Efforts should be included to reduce negative impacts on the residential areas.

Review Standards:

The **Variance** shall demonstrate:

- Strict application of requirements results in practical difficulties and unnecessary hardships that deprive the property owner of reasonable use of land;
- The special circumstances or conditions causing the hardship are not the result of actions by the property owner.
- The extent of the variance is the minimum necessary to allow a reasonable use of land; and
- The variance is in harmony with the general purpose and intent of the UDO.

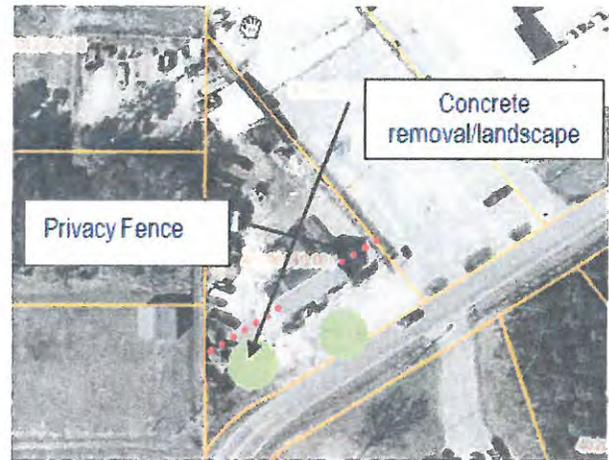
The **Special Use Permit** shall demonstrate:

- Complies with applicable zoning district standards and Standards for Specific Principal Uses (Section 4.3);
- Compatible with character of surrounding properties and uses;



**F.M. Robertson
Special Use / Variance Application**

- Avoids significant adverse economic, odor, noise, glare, and vibration;
- Is configured and designed to screen, buffer and otherwise minimize adverse visual impacts;
- Avoids significant deterioration of water and air resources, wildlife habitat, scenic resources and natural resources;
- Maintains safe and convenient ingress and egress and traffic flow; and
- Allows for the protection of property values and the ability of neighboring lands to develop.



To meet the intent of the UDO, efforts along the front of the property should be included to buffer or mitigate the use of the property. Staff should work with the new owner to identify solutions to enhance the site and reduce the impacts on the area.

Storage areas situated to the east (BellSouth and Salvation Army):



Staff Recommendation:

- Approval– Staff finds the request and use consistent with the adjacent uses and area and recommends approval of the Special Use Permit for Heavy Equipment Storage at the subject site. In addition, approval is recommended for a variance of 170 ft. of the 250 ft. requirement for separation between such uses and a residential district. This recommendation includes:
 1. The construction of a privacy fence parallel to the street at or near the midpoint of the building.
 2. Removal of impervious surface toward the western edge of front yard and planting of some landscaping to mitigate visual impacts.

HEARING NOTICE

PASCAGOULA PLANNING BOARD

Notice is hereby given that a Public Hearing will be held by the Planning Board of the City of Pascagoula on March 9, 2016 at 6:00 P.M., in the Council Chambers in the City Hall at 603 Watts Avenue, Pascagoula, MS, to hear the application of:

F.M. & Darlene Robertson

At: 3111 Nathan Hale Ave.

For: The request is for a Special Use permit to operate Heavy Equipment Sales, Rental & Storage, along with a 170' variance of the 250' distance requirements from a residential district or an existing residential use.

The property is zoned Community Commercial (CC) and located in the City of Pascagoula, Jackson County, Mississippi, and is more particularly described as follows to wit:

Commencing at the Northwest corner of Lot 17 of Block A of Samuel Walters Subdivision; thence South 168.12 feet to the Point of Beginning; thence Southeast 244.86 feet to a point on the North margin of Nathan Hale Street; thence Southwest along the Nathan Hale St. to east line Section 6; thence North 305 feet more or less to the Point of Beginning, Deed Book 1000 page 732.

Commencing at the Northwest corner of Lot 17 of Block A of Samuel Walters Subdivision; thence South 253.88 feet to North line of Lot 9 of South Krebs Tract "Strip"; thence South 89 degrees West 343.76 feet to a point on the east side of the railroad right of way; thence North 53 degrees East along railroad right of way 427.35 feet to Point of Beginning Deed Book 1105 page 456.

Interested parties may appear at the hearing and speak and submit evidence and written comments on the application. Written comments may be submitted before the hearing, and additional information may be obtained about the application or review process, at the Planning & Building office at 4015 14th Street between the hours of 8:00 a.m. and 5:00 p.m.

After the above hearing, the Planning Board will make a recommendation to the City Council of the City of Pascagoula as to what action should be taken on the above application. The date the application will be presented to the City Council will be announced during the hearing at the Planning Board. The City Council, after receiving the recommendation of the Planning Board and providing an opportunity for new information to be presented, will make the final decision on the application at their public hearing on March 15, 2016 at 6:00 p.m.

WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Pascagoula, Mississippi,

This the 17th day of February, 2016

Brenda J. Reed

Brenda J. Reed, Asst. City Clerk

By: _____

(3/9/16)



IN ORDER TO BE CONSIDERED FOR A VARIANCE OR SPECIAL USE PERMIT, YOU MUST BE ABLE TO SHOW THAT BECAUSE OF SPECIAL CIRCUMSTANCES, A LITERAL INTERPRETATION AND ENFORCEMENT OF THE PROVISION OF THE ORDINANCE WOULD CAUSE A HARDSHIP. PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. WHAT SPECIAL CONDITIONS OF THE LAND, STRUCTURE, AND BUILDING THAT CAUSED YOU TO REQUEST A VARIANCE, SPECIAL USE, OR ZONING CHANGE? Setback from reside

- 2. ARE THE SPECIAL CONDITIONS DESCRIBED A RESULT OF YOUR OWN ACTIONS? yes,
needing to store heavy equipment on property

- 3. HOW WILL THE LITERAL INTERPRETATION AND ENFORCEMENT OF THE ORDINANCE CAUSE YOU, UNNECESSARY HARDSHIP I operated a Nursery for many years on this property using heavy equipment: Dump trucks, back hoes and front loaders, bobcats, forty yard dump containers delivering materials now I have a buyer for the property that basically wants to do the same use o equipment.

SIGNATURE OF APPLICANT AND PROPERTY OWNER (IF DIFFERENT)

SIGNATURE OF APPLICANT [Signature] DATE 2-12-16

SIGNATURE OF PROPERTY OWNER [Signature] DATE 2-12-16

STAFF ONLY

FOR STAFF ONLY* 19+ _____ = _____, this many copies. Letters mailed on _____

DATE RECEIVED _____ TAKEN BY: _____

VARIANCE 12 DAY VARIANCE HOME OCCUPATION VARIANCE
 13.1 VARIANCE SPECIAL USE PERMIT ZONING CHANGE



SAMUEL WALTERS

BLK A

NATHAN

BOSTON

1	2	3	4	5	6
18	19	20	21	22	23
25	26	27	28	29	30

LAKELAND

BALTIMORE

31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60

21.2
343.7
LOT 9
STRIP

68.1
1.98 Ac (c)

S. KREBS TR.

68.2
8.20 Ac (c)

RAILROAD

69.5

69.1
4.64 Ac (c)

69.6

68.3

MELTON

DR

71.2 **71.1** **70.1**

71.3

AZALEA COURTS S/D

CORINTH ST.

70.2

70.3

70.4

70.5

DUNCAN ST.

(c)

71.5

(unplanned)



40401330.050
40206040.000
Subject Property

SUBJECT PROPERTY AS SHOWN ON TAX RECORDS F. M. & Darlene Robertson

NAMES AND ADDRESSES OF THE PROPERTY OWNERS WITHIN 160 FEET OF THE SUBJECT PROPERTY ACCORDING TO THE TAX ROLLS

	<u>NAME</u>	<u>ADDRESS</u>
1.	Bellsouth: Mike Rhymes	1025 Lenox Park Blvd. Atlanta, Ga 30319
2.	David & Paulette Lee	3102 Nathan Hale Ave., Pascagoula, MS 39581
3.	Pepe Gayendolyn Dawn + Miriam Celeste Borden	307 West Adams St., Daphne, AL 36526
4.	Fagan & Joedna Randolph	9108 W. Simons Ocean Springs, MS 39564
5.	World Outreach Church	P.O. Box 2311 Pascagoula, MS 39569
6.	Bonaparte Square Properties	103 Sleepy Hollow Picagoune, MS 39466
7.		
8.		
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TO OBTAIN THE LISTING OF PROPERTY OWNERS, GO TO THIS WEBSITE;
<http://mapping.co.jackson.ms.us/jacksoncountywebmap/>

THE TAX DIVISION HAS AIDED IN PREPARING THIS LISTING FOR THE CONVENIENCE OF THE APPLICANT, HOWEVER, THE CITY IS NOT LEGALLY RESPONSIBLE FOR ITS ACCURACY. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO PROVIDE THE CITY NAMES AND ADDRESSES OF ALL SUCH ADJACENT AND ADJORNING



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Donovan Scruggs, City Planner

Contact Name: Donovan Scruggs

Phone: 228.938.6620

Agenda Topic: Consider the request for a Special Use Permit for Heavy Equipment Storage at 3111 Nathan Hale Avenue

Attach additional information as necessary

Action Requested:

Approve the Planning Board recommendation for a Special Use Permit to allow the storage of heavy equipment at 3111 Nathan Hale Avenue in a Community Commercial Zoning District as provided in Section 4.3.E.2 of the Unified Development Code.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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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Planning Board Staff Report
March 9, 2016
Donovan Scruggs / City Planner

Applicant: F.M. and Darlene Robertson
Property Location: 3111 Nathan Hale Avenue
Parcel ID Number: 40206040.000; 40401330.050
Existing Zoning District: Community Commercial (CC)
Requested Action: Special Use Permit to operate a "Heavy Equipment Sales, Rental, and Storage" use within a CC zone on approximately 1.5 acres; and a variance of 170 ft. from the 250 ft. distance requirement from a residential structure.

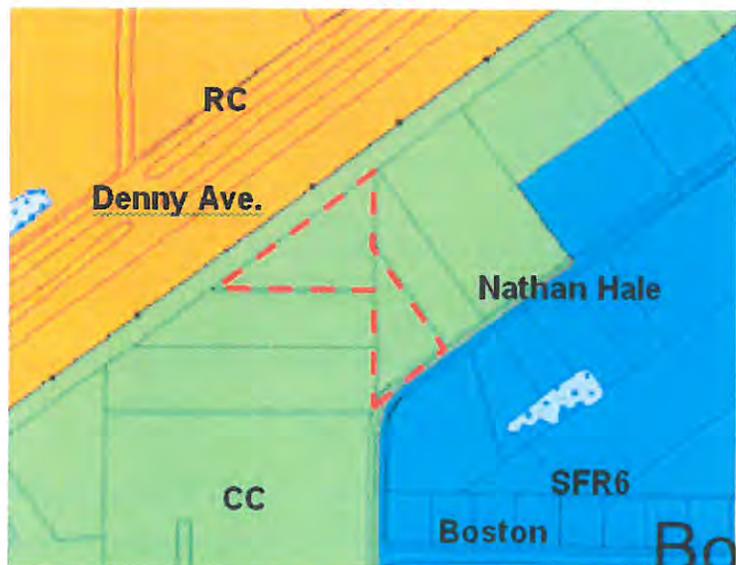
Applicable Zoning Ordinance Section(s): Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage

Facts and Findings:

- The applicant is in the process of conveying the subject parcel of land to a new owner who wishes to operate a business that uses heavy equipment. In order to operate such a business within a Community Commercial district a Special Use Permit is required.
- The site is currently vacant and has not operated as a business for several years. Previously, the site was a nursery and land work business, The Orchard.
- The property is adjacent to the CSX railroad right of way and to the east of the site is BellSouth Telecommunications. To the west are a vacant, wooded lot and the World Outreach Church. Residential uses exist south of Nathan Hale.

Considerations:

- In the Community Commercial District, Heavy Equipment Sales, Rental, or Storage is permitted by a Special Use Permit.
- Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage identifies criteria for the use. The applicant can meet 4 of the 5 standards, however, the storage of the equipment will be within 250 feet of a residential structure. For this reason, a variance is needed for the site.
- A variance of 170 ft. is requested. This variance will require storage to be situated behind the mid-point of the office or primary structure on the site. By storing in the rear yard, the use is less objectionable or visible from surrounding properties.



F.M. Robertson
Special Use / Variance Application

- According to the owner/applicant, the previous business was a landscaping company and nursery. This included the use of some heavy equipment.
- Nathan Hales Avenue serves as the dividing line between residential (on the south) and commercial (on the north).
- Immediately to the east is the BellSouth Communication service facility. This site includes a large area to the rear of the property that is used for the storage that includes service vehicles and equipment.
- The Salvation Army is situated adjacent to BellSouth Communication. This site includes a storage area for larger vehicles, emergency trailers and similar equipment.
- Proximity to the railroad and Denny Avenue places some limitations on the property.
- Nathan Hale Avenue has very low traffic counts, and businesses that substantially increases traffic would not have a positive impact on the area.
- According to the potential owner, the storage of equipment should be infrequent because it is typically stored overnight on project sites.

Public/Community Need:

- The proposed site has been vacant for 2-3 years.
- The Community Commercial District is separated by Nathan Hale Avenue from the Single Family Residential District. The variance, if issued, would allow equipment storage much closer than allowed. Efforts should be included to reduce negative impacts on the residential areas.

Review Standards:

The **Variance** shall demonstrate:

- Strict application of requirements results in practical difficulties and unnecessary hardships that deprive the property owner of reasonable use of land;
- The special circumstances or conditions causing the hardship are not the result of actions by the property owner.
- The extent of the variance is the minimum necessary to allow a reasonable use of land; and
- The variance in is harmony with the general purpose and intent of the UDO.

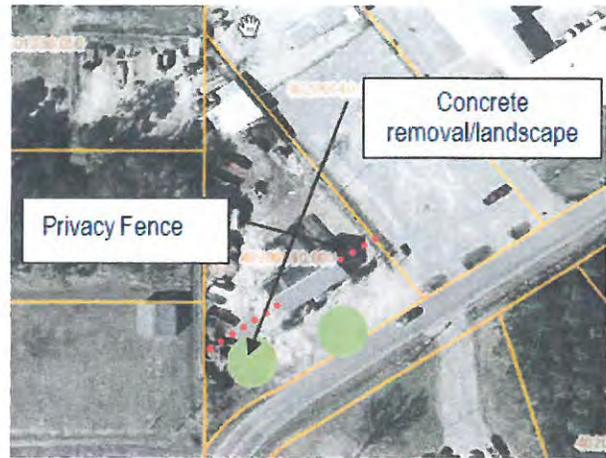
The **Special Use Permit** shall demonstrate:

- Complies with applicable zoning district standards and Standards for Specific Principal Uses (Section 4.3);
- Compatible with character of surrounding properties and uses;



**F.M. Robertson
Special Use / Variance Application**

- Avoids significant adverse economic, odor, noise, glare, and vibration;
- Is configured and designed to screen, buffer and otherwise minimize adverse visual impacts;
- Avoids significant deterioration of water and air resources, wildlife habitat, scenic resources and natural resources;
- Maintains safe and convenient ingress and egress and traffic flow; and
- Allows for the protection of property values and the ability of neighboring lands to develop.



To meet the intent of the UDO, efforts along the front of the property should be included to buffer or mitigate the use of the property. Staff should work with the new owner to identify solutions to enhance the site and reduce the impacts on the area.

Storage areas situated to the east (BellSouth and Salvation Army):



Staff Recommendation:

- Approval– Staff finds the request and use consistent with the adjacent uses and area and recommends approval of the Special Use Permit for Heavy Equipment Storage at the subject site. In addition, approval is recommended for a variance of 170 ft. of the 250 ft. requirement for separation between such uses and a residential district. This recommendation includes:
 1. The construction of a privacy fence parallel to the street at or near the midpoint of the building.
 2. Removal of impervious surface toward the western edge of front yard and planting of some landscaping to mitigate visual impacts.



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Donovan Scruggs, City Planner

Contact Name: Donovan Scruggs

Phone: 228.938.6620

Agenda Topic: Consider the request for a 170' variance from the distance requirements of a residential district or use to allow storage of heavy equipment at 3111 Nathan Hale Avenue.

Attach additional information as necessary

Action Requested:

Approve the Planning Board recommendation for a variance of 170' from the 250' requirement for separation between heavy equipment storage and residential uses with the conditions of a privacy fence and removal of impervious surfaces with new landscaping as provided in the staff report.

Budgeted Item	Yes	<input type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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



Planning Board Staff Report
March 9, 2016
Donovan Scruggs / City Planner

Applicant: F.M. and Darlene Robertson
Property Location: 3111 Nathan Hale Avenue
Parcel ID Number: 40206040.000; 40401330.050
Existing Zoning District: Community Commercial (CC)
Requested Action: Special Use Permit to operate a "Heavy Equipment Sales, Rental, and Storage" use within a CC zone on approximately 1.5 acres; and a variance of 170 ft. from the 250 ft. distance requirement from a residential structure.

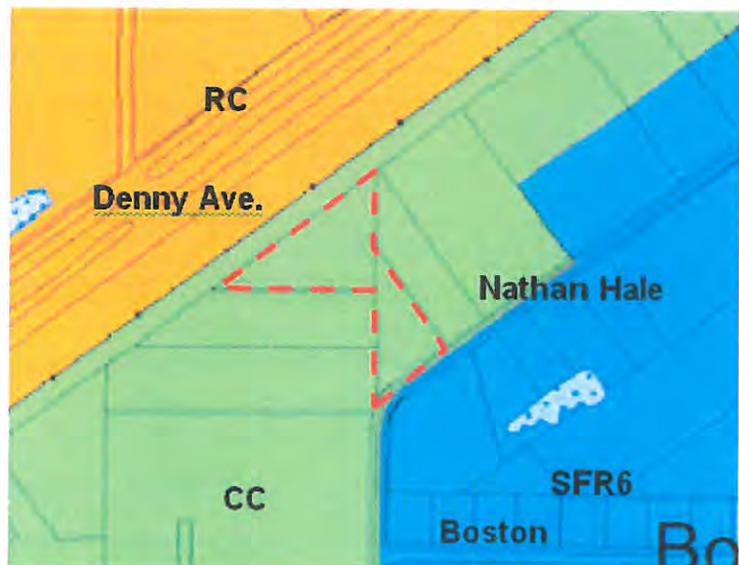
Applicable Zoning Ordinance Section(s): Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage

Facts and Findings:

- The applicant is in the process of conveying the subject parcel of land to a new owner who wishes to operate a business that uses heavy equipment. In order to operate such a business within a Community Commercial district a Special Use Permit is required.
- The site is currently vacant and has not operated as a business for several years. Previously, the site was a nursery and land work business, The Orchard.
- The property is adjacent to the CSX railroad right of way and to the east of the site is BellSouth Telecommunications. To the west are a vacant, wooded lot and the World Outreach Church. Residential uses exist south of Nathan Hale.

Considerations:

- In the Community Commercial District, Heavy Equipment Sales, Rental, or Storage is permitted by a Special Use Permit.
- Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage identifies criteria for the use. The applicant can meet 4 of the 5 standards, however, the storage of the equipment will be within 250 feet of a residential structure. For this reason, a variance is needed for the site.
- A variance of 170 ft. is requested. This variance will require storage to be situated behind the mid-point of the office or primary structure on the site. By storing in the rear yard, the use is less objectionable or visible from surrounding properties.



F.M. Robertson
Special Use / Variance Application

- According to the owner/applicant, the previous business was a landscaping company and nursery. This included the use of some heavy equipment.
- Nathan Hales Avenue serves as the dividing line between residential (on the south) and commercial (on the north).
- Immediately to the east is the BellSouth Communication service facility. This site includes a large area to the rear of the property that is used for the storage that includes service vehicles and equipment.
- The Salvation Army is situated adjacent to BellSouth Communication. This site includes a storage area for larger vehicles, emergency trailers and similar equipment.
- Proximity to the railroad and Denny Avenue places some limitations on the property.
- Nathan Hale Avenue has very low traffic counts, and businesses that substantially increases traffic would not have a positive impact on the area.
- According to the potential owner, the storage of equipment should be infrequent because it is typically stored overnight on project sites.

Public/Community Need:

- The proposed site has been vacant for 2-3 years.
- The Community Commercial District is separated by Nathan Hale Avenue from the Single Family Residential District. The variance, if issued, would allow equipment storage much closer than allowed. Efforts should be included to reduce negative impacts on the residential areas.

Review Standards:

The **Variance** shall demonstrate:

- Strict application of requirements results in practical difficulties and unnecessary hardships that deprive the property owner of reasonable use of land;
- The special circumstances or conditions causing the hardship are not the result of actions by the property owner.
- The extent of the variance is the minimum necessary to allow a reasonable use of land; and
- The variance in is harmony with the general purpose and intent of the UDO.

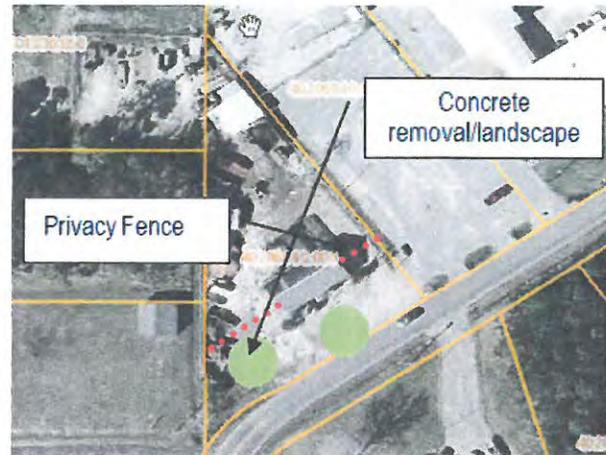
The **Special Use Permit** shall demonstrate:

- Complies with applicable zoning district standards and Standards for Specific Principal Uses (Section 4.3);
- Compatible with character of surrounding properties and uses;



**F.M. Robertson
Special Use / Variance Application**

- Avoids significant adverse economic, odor, noise, glare, and vibration;
- Is configured and designed to screen, buffer and otherwise minimize adverse visual impacts;
- Avoids significant deterioration of water and air resources, wildlife habitat, scenic resources and natural resources;
- Maintains safe and convenient ingress and egress and traffic flow; and
- Allows for the protection of property values and the ability of neighboring lands to develop.



To meet the intent of the UDO, efforts along the front of the property should be included to buffer or mitigate the use of the property. Staff should work with the new owner to identify solutions to enhance the site and reduce the impacts on the area.

Storage areas situated to the east (BellSouth and Salvation Army):



Staff Recommendation:

- Approval– Staff finds the request and use consistent with the adjacent uses and area and recommends approval of the Special Use Permit for Heavy Equipment Storage at the subject site. In addition, approval is recommended for a variance of 170 ft. of the 250 ft. requirement for separation between such uses and a residential district. This recommendation includes:
 1. The construction of a privacy fence parallel to the street at or near the midpoint of the building.
 2. Removal of impervious surface toward the western edge of front yard and planting of some landscaping to mitigate visual impacts.



AGENDA ITEM REQUEST FORM

Meeting Date: 3-15-16

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Minutes of Council meetings of 2-29-16, 3-1-16, and 3-10-16

Attach additional information as necessary

Action Requested:

Adopt and approve minutes

Budgeted Item	Yes	<input type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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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SPECIAL COUNCIL MEETING

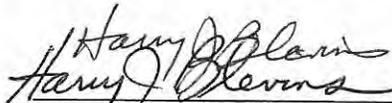
MONDAY, FEBRUARY 29, 2016, AT 12:00 P.M.

CITY HALL, PASCAGOULA, MISSISSIPPI

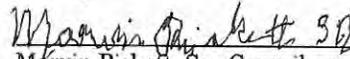
The City Council of the City of Pascagoula, Mississippi, met at City Hall in a special meeting on Monday, February 29, 2016, at 12:00 p.m. as per the following notice:

**NOTICE OF A SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF PASCAGOULA
MONDAY, FEBRUARY 29, 2016, AT 12:00 NOON AT
CITY HALL, PASCAGOULA, MISSISSIPPI**

Notice is hereby given that the City Council of the City of Pascagoula will meet at City Hall on Monday, February 29, 2016, at 12:00 Noon, for the purpose of discussing the recent utility rate increases. We, the undersigned members of the City Council of the City of Pascagoula, do hereby waive further notice of and consent to a special meeting of the Council at 12:00 Noon on Monday, February 29, 2016, at City Hall for the purpose hereinabove stated. This notice and consent is being given pursuant to Section 21-9-39 of the Mississippi Code of 1972 as annotated and amended. A copy of this notice and consent to a special meeting shall be sent by the City Clerk to local media and posted as required by law.



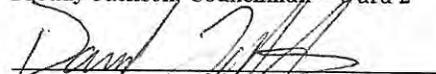
Harry J. Blevins, Mayor



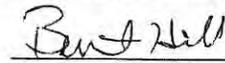
Marvin Pickett, Sr., Councilman - Ward 1



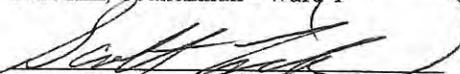
Freddy Jackson, Councilman - Ward 2



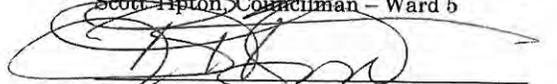
David Tadlock, Councilman - Ward 3



Burt Hill, Councilman - Ward 4



Scott Tipton, Councilman - Ward 5



Brenda H. Simkins, Councilwoman at Large

Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill (arrived at 12:15 p.m.)
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins
Councilman David Tadlock
Councilman Scott Tipton

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

Bobby Parker, City Clerk/Comptroller, led a discussion regarding the recent utility rate increase. Several members of the Council expressed concern about the possibility of higher amounts on utility bills than those originally intended. Prior to the first billing cycle, the Council shared information (provided by City staff members) with the public about the increase. They have already received numerous complaints from customers in the first billing cycle regarding their higher utility bills.

Mr. Parker provided several handouts and commented on each one. A lengthy question and answer session followed. The Council requested additional information regarding the recent utility rate increase. Mr. Parker advised that he and staff members are currently working on reports and requested that any complaints received by the Council should be sent to him to be analyzed. Eddie Williams, City Attorney, reminded the Council that there has only been one billing cycle thus far since the new rates became effective and recommended reviewing this matter after multiple billing cycles.

The handouts are spread on the minutes as follows:

**City of Pascagoula
WASTEWATER TREATMENT SERVICES - JCUA
FEE ANALYSIS**

<u>Fiscal Year</u>	<u>Annual Fee</u>	<u>Annual Increase</u>		<u>Three Year Increase</u>	
		<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>
2013	\$ 1,901,388				
		\$ 679,524	35.74%		
2014	2,580,912				
		109,116	4.23%	\$ 1,840,668	96.81%
2015	2,690,028				
		1,052,028	39.11%		
2016	3,742,056				

	<u>New Water Demand Charge *</u>	<u>New Sewer Demand Percentages</u>	<u>New Sewer Demand Charge *</u>	<u>Old Sewer Demand Charge *</u>	<u>Sewer Demand Charge *</u> <u>Increase</u>
Commercial	\$ 7.45	482%	\$ 35.91	\$ 6.24	\$ 29.67
Residential	\$ 7.45	372%	\$ 27.71	\$ 6.24	\$ 21.47

* Does not include the per 1,000 gallon charge

	<u>Sewer Demand Rate Increase</u>	<u>Number of Sewer Customers</u>	<u>Increased Annual Sewer Revenue</u>
Commercial	\$ 29.67	999	\$ 355,672
Residential	\$ 21.47	6700	\$ 1,726,188
Total Increased Sewer Revenue			\$ 2,081,860
Less: Dedicated to Debt Service			\$ 239,962
Increase to cover JCUA's Increased Charges			\$ 1,841,898

NAME:
ACCT #:
CUST #:

AS BILLED - WITH JANUARY PRORATED

	BILLED 2/11/2016	BILLED 1/11/2016	INCREASE (DECREASE)	
GAS:				
DEMAND FEE	\$ 6.86	\$ 6.62	0.24	
CONSUMPTION (6.2 cf)(2.4 cf)	6.0 \$7.64 (1) 45.84 \$ 52.70	7.2 \$7.45 (1) 16.39 \$ 23.01	29.45	*PRORATED IN JANUARY CONSUMPTION INCREASED (FEB. 6.2 CF)(JAN. 2.4 CF) RATE INCREASED FROM \$7.45 Mcf TO \$7.64 Mcf
WATER:				
DEMAND FEE	\$ 5.20	\$ 5.01	0.19	
CONSUMPTION (7300 GALS.)	7.3 \$2.94 8.3 \$2.94 26.66	8.3 \$2.94 24.40 29.41	(2.94)	*PRORATED IN JANUARY CONSUMPTION DECREASED
SEWER:				
DEMAND FEE	-	-	-	
BASED ON WATER CONSUMPTION (7300 GALS.)	7.3 \$1.06 \$ 7.74 7.74	8.3 \$1.06 \$ 8.80 13.66	(4.86)	*PRORATED IN JANUARY CONSUMPTION DECREASED
JCUA:				
DEMAND FEE	\$ 25.11	-	25.11	
TREATMENT (7300 GALS.)	7.3 \$2.54 43.85	8.3 \$2.54 21.08 21.08	(2.54)	
GARBAGE:				
BASE AMOUNT	14.35	13.84	0.51	*PRORATED IN JANUARY
CONTAINER:				
BASE AMOUNT (2 CONTAINERS)	2 \$3.00 6.00	2 \$3.00 6.00	-	
BOND DEBT:				
WATER	\$ 2.25	-	4.86	
SEWER	2.61	-	1.87	
TAX (ERROR - TO BE CREDITED)	1.87	-	-	
TOTAL	157.83	107.00	50.83	
				* PRORATED due to only 26 days in billing cycle
				(1) Natural gas rate changes monthly
				*PRORATIONS IN JANUARY
				CONSUMPTION INCREASE(NET)
				RATE INCREASES (NET)
				ERROR - HAS BEEN CREDITED
				TOTAL INCREASE

NAME:
ACCT # :
CUST # :

WITHOUT PRORATING JANUARY

	BILLED 2/11/2016	BILLED 1/11/2016	INCREASE (DECREASE)	EXPLANATION OF CHANGE
GAS:				
DEMAND FEE	\$ 6.86	\$ 6.86		
CONSUMPTION (6.2 cf)(2.4 cf)	\$ 45.84 (1)	\$ 16.39 (1)	\$ 29.45	¹ PRORATED-IN-JANUARY CONSUMPTION INCREASED (FEB. 6.2 cf)(JAN. 2.4 cf) RATE INCREASED FROM \$7.45 Mcf TO \$7.64 Mcf
WATER:				
DEMAND FEE	\$ 5.20	\$ 5.20		
CONSUMPTION (7300 GALS.)	\$ 21.46	\$ 24.40	\$ (2.94)	² PRORATED-IN-JANUARY CONSUMPTION DECREASED
SEWER:				
DEMAND FEE	\$ -	\$ 6.24	\$ (6.24)	³ PRORATED-IN-JANUARY RATE INCREASE
BASED ON WATER				
CONSUMPTION (7300 GALS.)	\$ 7.74	\$ 8.80	\$ (1.06)	⁴ PRORATED-IN-JANUARY CONSUMPTION DECREASED
JCUA:				
DEMAND FEE	\$ 25.11	\$ -	\$ 25.11	
TREATMENT (7300 GALS.)	\$ 18.54	\$ 21.08	\$ (2.54)	
GARBAGE:				
BASE AMOUNT	14.35	14.35		⁵ PRORATED-IN-JANUARY
CONTAINER:				
BASE AMOUNT (2 CONTAINERS)	6.00	6.00		
BOND DEBT:				
WATER	\$ 2.25	\$ -	\$ 4.86	
SEWER	\$ 2.61	\$ -	\$ 1.87	
TAX (ERROR - TO BE CREDITED)				
TOTAL	<u>157.83</u>	<u>109.32</u>	<u>48.51</u>	

(1) Natural gas rate changes monthly

* prorated due to only 26 days in billing cycle

*PRORATIONS IN JANUARY	
CONSUMPTION INCREASE (NET)	22.91
RATE INCREASES (NET)	23.73
ERROR - HAS BEEN CREDITED	1.87
TOTAL INCREASE	<u>48.51</u>

Water	2.25
Sewer	21.48
	<u>23.73</u>

*
*
*
*
*

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

The meeting ended at 1:01 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 1, 2016, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Tuesday, March 1, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins
Councilman David Tadlock
Councilman Scott Tipton

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

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

Opening remarks were made by several members of the Council. Councilman Jackson advised that three new businesses have recently opened in Pascagoula. Councilman Tadlock commented on the proposed renaming of the Pascagoula beach to "Buffet Beach". Councilman Hill reminded everyone that the Sarah Bailey Thomas Gym dedication event will be held on Thursday, March 3, 2016, at 6:00 p.m. Councilman Tipton congratulated the basketball teams from Pascagoula High School on a successful season. He stated the boy's team will play in the Class 5A quarter finals in Jackson on Friday, March 4, 2016, at 4:00 p.m.

Mayor Blevins then called on Jen Dearman, Community and Economic Development Director, to discuss the resort status designation for Pascagoula which was recently approved. Mayor Blevins announced that The Focus Group, Gulfport, MS, received recognition last weekend at the 2016 American Advertising Federation (Mississippi Gulf Coast Chapter) ADDY Awards ceremony. They won several competitive awards, including one for our "Only in Pascagoula" video and one for the "Innovation Nation" video for the school district. Congratulations were extended to The Focus Group for their hard work.

He also briefly commented on the economic development summit held last Friday with City officials, the Pascagoula Main Street Board, and the Pascagoula Redevelopment Authority. He then introduced Donnie Carlson as the new Fire Chief to replace Robert O'Sullivan who recently retired. The Council congratulated Chief Carlson on his promotion. Several members

of the Pascagoula Mayor's Youth Council were in attendance tonight and were recognized by Mayor Blevins.

Charles Rivers and Mark Mohler, representatives from Lemon-Mohler Insurance, addressed the Council regarding general insurance. Mr. Rivers stated their company would like to strengthen its relationship with the City of Pascagoula. He shared the following information about Lemon Mohler Insurance Agency.

LOCAL & INVESTED IN PASCAGOULA

- Largest privately owned, independent insurance agency in the City of Pascagoula
- Domiciled in Jackson County with over 30 total employees
- 12 employees that either live, work and play in the City of Pascagoula

OUR MARKETING PROCESS

- We employ a different strategy than the traditional approach
- We put the competition in the market in addition to the agency side
- Proven positive results in similar accounts located in Jackson County

OUR CUSTOMER SERVICE

- Transparency
- Empower City employees by providing tools and resources
- Accountability – Establish a service timeline and give a stewardship report

Mr. Rivers requested that the City of Pascagoula consider appointing Lemon-Mohler Insurance Agency as the agent of record. In conclusion, Mayor Blevins thanked them for attending the meeting tonight and advised we will take this matter into consideration.

The consent agenda was considered at this time;

The first item for consideration was the minutes of the recessed regular Council meeting of February 16, 2016, and the special Council meeting of February 26, 2016, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Hill made a motion to approve and adopt the minutes of the recessed regular Council meeting of February 16, 2016, and the special Council meeting of February 26, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

Minutes of the Strategic Plan Steering Committee meeting of January 21, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Redevelopment Authority meetings of December 8, 2015, and January 14, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Mayor's Youth Council meetings of January 25, 2016, and February 10, 2016, were acknowledged by the Council.

The next item for consideration was a request to approve travel in a City vehicle for members of the Pascagoula Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS, on March 2, 2016, as recommended by LaLinda Grace, Economic Development Specialist.

Councilman Hill made a motion to approve travel in a City vehicle for members of the Pascagoula Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS, on March 2, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City by hosting a Dr. Seuss Birthday Party Event at the Pascagoula Recreation Center on March 4, 2016, as recommended by Darcie Crew, Parks & Recreation Director. She advised there are over 100 pre-school children registered to attend the event. The City will provide activities, prizes, and giveaways in the amount not to exceed \$800.00 for the children who participate.

Councilman Hill made a motion to advertise the resources of the City by hosting a Dr. Seuss Birthday Party Event at the Pascagoula Recreation Center in an amount not to exceed \$800.00, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City through the Pascagoula High School Dugout Club 2016 baseball season for a full page ad in the

amount of \$200.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support by Section 17-3-1, Mississippi Code of 1972.

Councilman Hill made a motion to approve advertising the resources of the City through the Pascagoula High School Dugout Club 2016 baseball season for a full page ad in the amount of \$200.00 as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a request to advertise the resources of the City through Pascagoula's Rotary Club Scholarship Program in the amount of \$250.00 (Silver Sponsor) as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972.

Councilman Hill made a motion to approve advertising the resources of the City through the Pascagoula Rotary Club Scholarship Program in the amount of \$250.00 (Silver Sponsor) as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a Statewide Mutual Aid Compact for First Responders as recommended by Eddie Williams, City Attorney.

The compact is spread on the minutes as follows:

SMAC

Statewide Mutual Aid Compact

A System for Using all
Available Resources
during Emergencies





The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and



WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. "ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. "AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. "AGENCY"** means The Mississippi Emergency Management Agency.
- F. "EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.



- G. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.
- H. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
- I. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to the Agency.
- J. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.
- K. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency



management agency. Requests for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:

 - 1. A general description of the damage sustained.
 - 2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
 - 3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
 - 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
 - 5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
 - 6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.



D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER

ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agrees to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.



- H. **RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

- I. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.



- C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.



SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____

Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____

By: _____

President

APPROVED AS TO FORM:
County Attorney

Date: _____

By: _____

ATTEST:
CITY CLERK

CITY/TOWN OF
MISSISSIPPI

By: _____

By: _____

Title:

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____

Date: _____

Director



STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____
Name of Government: _____
Mailing Address: _____
City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

1st Alternate Representative

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

2nd Alternate Representative

Name: _____
Title: _____
Day Phone: _____ Night Phone: _____
Fax No: _____ Pager No: _____

Councilman Hill made a motion to approve a Statewide Mutual Aid Compact for First Responders as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor

Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(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 ActiveCare Diabetes Management Program Contract Addendum offering participation incentives to covered employees and dependents at no cost to employer as presented by Brenda Germany, Human Resources Generalist, and recommended by the Insurance Committee.

The addendum is spread on the minutes as follows:

**ADDENDUM AGREEMENT TO PROVIDER AGREEMENT BETWEEN
THE CITY OF PASCAGOULA EMPLOYEES HEALTH PLAN
AND ACTIVECARE, INC.**

This addendum Agreement ("Addendum") is entered into and effective this ____ day of _____, 20__ as an addendum and modification to the Provider Agreement dated the 1st day of January, 2015 by and between ActiveCare, Inc. ("Provider") and the City of Pascagoula ("Employer"). The Employer and Provider are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

Recitals

- A. The Parties desire to enter into this Addendum to adopt an outreach program.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions contained in the Provider Agreement and as hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. The terms defined in the Provider Agreement shall have the same meaning and definition in this Addendum.
2. Outreach Program. Provider may, at its own discretion and at no cost to the Employer, actively promote Covered Diabetic Patients testing and adoption through outreach programs. These programs will be designed, implemented and funded by Provider as a means of giving Diabetic Patients positive support through outreach programs which may include, but not limited to, the distribution of marketing and educational materials, onsite education events, and the offering of economic rewards.

3. Other Provisions. The above terms are hereby incorporated as part of the Provider Agreement and to the extent these terms modify or conflict with any provisions of the Provider Agreement, these terms shall control. All other terms, conditions and provisions of the Provider Agreement remain the same and continue to be in full force and effect and the Parties agree to be bound thereby.

Signatures on Follow Page

SIGNATURES

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of ____ day of _____, 20 __, (the "Effective Date").

ActiveCare, Inc.

City of Pascagoula

Name: _____

Name: _____

Signature

Signature

Its: _____

Its: _____

Date: _____

Date: _____

Councilman Hill made a motion to approve the ActiveCare Diabetes Management Program Contract Addendum as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

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

Next for consideration was an extension of the Agreement with Turf Masters Lawn Care, Inc., Pascagoula, MS, for full service grounds maintenance at LaFont Place Subdivision as recommended by Darcie Crew, Parks & Recreation Director. The extension would be for a two year period effective April 17, 2016, and expire April 16, 2018. The cost of the service is \$23,478.00 per year. Ms. Crew advised this would be a little more than a four percent (4%) savings from \$24,570.00 per year with the original agreement.

The agreement is spread on the minutes as follows:

TURF MASTERS



LAWN CARE, INC.

February 11, 2016

Mr. Kevin Hall
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: LaFont Property Maintenance Renewal Quote

Kevin

We are pleased to offer the attached quotation for renewal of "The LaFont Property" maintenance of grounds and irrigation.

We were able to reduce our pricing approximately 4% from the original agreement. While declining and stable fuel prices were taken into consideration, it remains a very small percentage of our pricing structure. As you know labor is the largest factor in our pricing to our clients and we strive to increase productivity and efficiency by constantly providing training and productivity enhancing equipment to our workforce.

If accepted all other terms and conditions would remain the same as the original agreement.

Thanks for your consideration

Sincerely

Steve Jordan

5407 Macphelah Road
Pascagoula, MS 39567
Phone 228-475-3665 Fax 228-475-3691

TURF MASTERS



LAWN CARE, INC.

FULL SERVICE LANDSCAPE MAINTENANCE PROPOSAL

February 10, 2016

The following is a proposal for renewal of our Full Service Landscape Maintenance for the City of Pascagoula LaFont Inn property and streetscapes.

1. Lawn Maintenance:
 - a. Mowing, trimming, edging and blowing of all turf areas weekly during active growth. (39 visits using the same schedule as "Highly Visible Downtown properties").
 - b. Removal of trash and debris during each visit.
2. Bed Maintenance:
 - a. Removal of weeds, trash and debris from beds as needed.
 - b. Pruning of shrubs as needed to maintain health and encourage correct growth habits and manicured look.
 - c. Re-Mulch all beds and Tree rings 2 times a year
 - d. Change Annual Color Hanging Baskets 26 ea. w/premium annuals 4 times a year. We would also fertilize and handle any fungus, disease or insect issues with the baskets.
 - e. Our price also includes 2 applications per year to all turf and beds on the property with a Gypsum product to increase microbial activity in the soil which will help in the compaction and performance of all plants.
 - f. A soil sample would be taken and PH adjustments made to the soil as needed.
3. Irrigation:
 - a. Perform regular system audits every month for correct coverage and operation.
4. Chemical applications:
 - a. Application of weed pre-emergent three times per year to all beds.
 - b. Application of bed fertilizer for shrubs and ornamentals 3 times per year
 - c. Application of post-emergent as needed throughout the growing season to remove undesirable growth in beds and tree rings.
 - d. Application of weed pre-emergent two times per year to all turf
 - e. Application of fertilizer (3 times annually) and post emerge herbicide to turf
 - f. Application of Insecticide for control of Fire Ants and Mole Crickets
5. The cost of this annual cost of this investment would be \$602.00 per mowing. This proposal would offer the horticulture practices that result in a showcase property. All other terms and conditions would remain the same as used in our "Grounds Maintenance Agreements".

CITY OF PASCAGOULA

**FULL SERVICE LANDSCAPE AND MAINTENANCE CONTRACT FOR
LaFont Place Subdivision**

This agreement made and entered into on the 16th day of April 2013 by and between The City of Pascagoula, Mississippi, acting by and through its City Council, hereinafter referred to as "City", and John S. Jordan DBA Turf Masters Lawn Care, Inc. hereinafter referred to as the "Company"

WITNESSED:

WHEREAS, City is desirous of securing the services of a private firm or person to perform all the labor and materials including, but not limited to lawn and bed maintenance, irrigation, and chemical applications for the public grounds at the LaFont Place Subdivision listed in Exhibit "A" under the terms and conditions specified herein:

Whereas, the Company is desirous of providing the aforementioned services:

NOW, THEREFORE, IT IS HERBY AGREED AS FOLLOWS:

1. DEFINITIONS:

- 1.1.Trash: Includes but is not limited to bottles, cans, paper and plastic.
- 1.2.Debris: Includes but is not limited to man-made items, lumber, firewood, stumps and includes brush from yard trimmings.
- 1.3.Pests All turf damaging pests including, but not limited to, Mole Crickets, Fire Ants, Grubs, and Army Worms.

2. TERM:

The term of the agreement shall be for three (3) years with a two-year renewal option upon mutual agreement by both parties. The original term shall begin on 04-17-13, and continue through 04-16-16.

The City reserves the right to continue said contract at the end of any term on a month-to-month basis with the consent of the Company. The Company and the City agree that, in such an event, they will in good faith negotiate a new contract rate.

3. SCOPE OF WORK AND COST:

- 3.1 The scope of work to be rendered hereunder by the Company is as set forth in this agreement and in attached Exhibit "A". The Company will perform all labor including, but not limited to lawn and bed maintenance, irrigation, and chemical applications for the public grounds at the LaFont Place Subdivision.

- 3.2 Cost:
- 3.2.1 The annual cost of this investment would be \$630.00 per mowing for a total of \$24,570 annually.
- 3.3 The City may designate in writing the addition or removal of a particular area. In the event of an addition, the parties shall negotiate in good faith a rate for any additions. In the event of a removal of an area, the Company shall not be paid for the area.
- 3.4 The Company shall provide toilet facilities for its employees.
- 3.5 If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.
- 3.6 If needed, the Company shall make arrangements for a source of electricity.
- 3.7 The Company shall provide all of the labor, equipment, machinery, materials and supervision necessary to carry out the terms of this contract. The City will provide an Inspector to verify the accuracy of the Company's daily reports. This in no way relieves the Company of its responsibilities to ensure the work is completed.
- 3.8 Cutting restrictions: The Company shall not mow or work when the ground is soft to the point that ruts from mowers, tractors, etc. will be left in the surface.
- 3.8.1 In most cases where grass cannot be mowed for 48 hours after the scheduled date the Parks and Recreation Director, or designee, shall submit in writing to the Company when or if the grass is to be cut before the next scheduled time. In the event the cutting is cancelled, payment will not be made.
 - 3.8.2 Scalping, uncut strips and clumps of grass will not be permitted. Clumps of grass will be raked up and removed from the job site on the day of the cutting and trimming by the company.
 - 3.8.3 All other grass shall be cut to a height of 1 1/2 " to 2".
- 3.9 Curb, sidewalk, and median restrictions:
- 3.9.1 Grass shall be removed from all the concrete curbs, sidewalks and concrete medians at the onset of the contract and with every cutting.
 - 3.9.2 The method used to control the grass shall not damage the structure being maintained.
 - 3.9.3 The Company is responsible for removing any debris associated with the maintenance of curbs, sidewalks and medians. The method of grass removal is left to the discretion of the Company.
- 3.10 Trimming Restrictions:
- 3.10.1 All poles, trees, shrubs, fences, etc. will be trimmed with a string trimmer or other suitable device at every scheduled cut.
- 3.11 Parking lots and any other paved areas, concrete, brick or wood surfaces shall be free from grass clippings.

3.12 Trash and Debris Restrictions:

- 3.12.1 All paper cups, cans, twigs, branches, dead flowers and all other debris shall be picked up prior to cutting. The Company will remove such material.
- 3.12.2 Collected debris will not be left overnight at the job site.
- 3.12.3 The Company will not burn any such material on City property. Any material shredded during the cutting process shall be raked up and removed.
- 3.12.4 Trash shall be picked up at the site at every scheduled cutting or trimming.

3.13 The Company represents that each site to be maintained has been inspected and accepts the conditions that exists on all such sites "as is". With regard to proposed size, length, ground condition or other matters, the City makes no warranties.

3.14 The Company understands that the facilities being maintained are public and open. Proper safety measures to protect the safety of all persons, as well as, public and private property shall be taken. When encountered, the Company shall immediately report any unsafe condition to the Public Works Department.

4. POINT OF CONTACT:

All dealings and contacts between the Company and the City shall be directed to the Parks and Recreation Director or his designee, who will serve s the City's Contract Administrator.

5. COMPLIANCE:

5.1 The Company shall be responsible for all record keeping, reporting, accounting and other documentation required of The Company by applicable laws, ordinance and regulations and The Company shall insure that all service provided by it under this agreement shall be in compliance with all federal, state and local laws, ordinances, regulations and orders applicable. This Agreement shall be amended to effect changes that may occur with such laws.

5.2 The Company shall be responsible for determining the required kind and amounts of chemicals needed to accomplish work. All chemicals shall be in accordance with Mississippi State Department of Agriculture and all other state regulations.

5.3 All fertilizers will be USDA approved. The type and amount will be determined by periodic soil testing of facilities.

5.4 The chemicals used shall be labeled appropriately and shall be suitable for use in areas where water is present.

6. INSURANCE:

6.1 The Company agrees this it is presently maintaining in full force and effect the following insurance to cover this and any other contract it has with the City including, provisions from all

carriers that policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. Bodily Injury	\$500,000 per occurrence
D. Except Automobile	\$500,000 aggregate
E. Property Damage Liability	\$300,000 per occurrence
F. Except Automobile	\$500,000 aggregate
G. Automobile Bodily Injury	\$500,000 per person
H. Liability	\$500,000 per occurrence
I. Automobile Property	
J. Damage Liability	\$500,000 per occurrence
K. Excess Umbrella Liability	\$500,000 per occurrence

6.2 The Company shall provide the City a 'Certificate of Insurance' evidencing the required coverages and amounts with the City to be named as an additional insured by endorsement. Said coverage will be maintained throughout the life of this agreement.

7. COMPANY'S PERSONNEL:

7.1 The Company shall assign a qualified person or persons to be in charge of its performance of this Agreement and shall notify the City of such person's in writing and whenever changes occur.

7.2 Each driver shall, at all times, carry a valid State of Mississippi driver's license for the type of vehicle being driven.

7.3 The Company shall provide operating and safety training for all personnel, except for temporary labor hired through temporary employment services. It shall be the responsibility of such temporary employment services to insure that their employees have received adequate operating and safety training.

7.4 The Company for reasons of age, race, color, sex, creed, religion, national origin, disability or veteran status shall deny no person employment.

7.5 All persons employed by the Company shall be competent, skilled and qualified in the performance of work to which they are assigned.

7.6 All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Company shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties.

7.7 At no time shall solicit, request or receive gratuities of any kind.

7.8 The Company shall inform its employees that anyone who engages in misconduct or is incompetent or negligent in the performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the company.

8. EQUIPMENT:

8.1 The Company shall provide safe and adequate equipment in good mechanical condition, sufficient to perform the work contemplated under the contract.

8.2 The City shall have the right to inspect the equipment and any equipment records related to the performance of this Agreement.

9. STANDARDS FOR MEASURING RESULTS:

9.1 The Company owner or his designee shall meet as needed with the Parks and Recreation Director or his designee to discuss progress of the Agreement.

9.2 The Parks and Recreation Director or his designee will monitor the work on a day-to-day basis. A daily report of work completed by the Company the previous day shall be submitted no later than 7:00AM the next day. Work under this Agreement shall be done in a professional and workmanlike manner. If work is believed to be unsatisfactory, the Parks and Recreation Director shall notify the Company in writing. The Company shall remedy the defective work within 24 hours or notification. Failure to remedy the defective work will result in the Company not receiving compensation for that portion of work.

9.3 Damages caused by the Company to public or private property shall be repaired within 48 hours.

10. FORCE MAJUERE:

From and after the commencement date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

11. DEFAULT/PENALTY:

Except as otherwise provided herein, if either party breaches this Agreement or Defaults in the performance of any of the covenants or conditions contained herein for ten(10) working days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least twenty (20) days after the (10) working days in which to cure or commence curing; (b) cure the breach or default at the expense of

the breaching or defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to , the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed as determined to be a continuing waiver of the same or any subsequent breach or default. Both parties recognize that time is of the essence in carrying out the terms of this provision.

12. NON-EXCLUSIVE AGREEMENT:

This Agreement shall not constitute a franchise or exclusive right to perform any other work than that contemplated in this agreement.

13. NOTICE:

A letter addressed and sent by certified United States mail to each party at the business address specified shall be sufficient notice whenever required for any purpose in this Agreement. Also, the addresses designated at this address may be changed from time to time by written notice sent by certified U.S. Mail as provided herein.

City: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568
Attn: Parks & Recreation Director

With one copy to: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568
Attn: City Manager

Company: John S. Jordan DBA, Turf Masters Lawn Care, Inc.
5407 Machpelah Street
Pascagoula, MS 39567

14. MODIFICATION:

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

15. LAW TO GOVERN:

This Agreement shall be governed by the Laws of the State of Mississippi both as to interpretation and performance.

16. SEVERABILITY:

- 16.1 In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.
- 16.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 16.3 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

IN WITNESS WHEREOF, the parties hereto cause this document to be signed and sealed this 16th day of April, 2013, by their respective representatives.

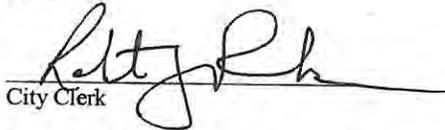
The City of Pascagoula, Mississippi

John S. Jordan, DBA Turf Masters
Lawn Care, Inc.


City Manager 4-17-13


Owner

Attest:


City Clerk

Authorized by City Council at meeting on April 16, 2013.



EXHIBIT "A" LANDSCAPE MAINTENANCE LaFONT PLACE SUBDIVISION

1. Lawn Maintenance:
 - a. Mowing, trimming, edging and blowing of all turf areas weekly during active growth up to 39 times per year.
 - i. Cut one (1) time every seven (7) days between April 1-November 15
 - ii. Cut one (1) time every fourteen (14) days in March
 - iii. Cut one (1) time every month between December 1- February 28
 - b. Removal of trash and debris during each visit.
2. Bed Maintenance:
 - a. Removal of weeds, trash and debris from beds as needed.
 - b. Pruning of shrubs as needed to maintain health and encourage correct growth habits and manicured look.
 - c. Re-Mulch all beds and Tree rings 2 times a year
 - d. Change Annual Color Hanging Baskets 26 ea. w/ premium annuals 4 times a year. We would also fertilize and handle any fungus, disease or insect issues with the baskets.
 - e. We have some concerns about the beds that were built in a soil that has a lot of clay which leads to compaction and poor plant performance. Our price also includes 2 applications per year to all turf and beds on the property with a Gypsum product to increase microbial activity in the soil which will help in the compaction and performance of all plants.
 - f. A soil sample would be taken and PH adjustments made to the soil as needed.
3. Irrigation:
 - a. Perform regular system audits every month for correct coverage and operation.
4. Chemical Applications:
 - a. Application of weed pre-emergent three times per year to all beds.
 - b. Application of bed fertilizer for shrubs and ornamentals 3 times per year
 - c. Application of post-emergent as needed throughout the growing season to remove undesirable growth in beds and tree rings.
 - d. Application of weed pre-emergent two times per year to all turf
 - e. Application of fertilizer (3 times annually) and post emerge herbicide to turf
 - f. Application of Insecticide for control of Fire Ants and Mole Crickets

Councilman Hill made a motion to approve the extension of the Agreement for Full Service Grounds Maintenance at LaFont Place Subdivision with Turf Masters Lawn Care, Inc. as recommended and authorize the City Manager to execute the related documents. The motion

was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(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 an American Red Cross Licensed Training Provider Agreement as recommended by Darcie Crew, Parks & Recreation Director. The term of the agreement is for 36 months and will expire February 28, 2019.

The agreement is spread on the minutes as follows:



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **City of Pascagoula** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's Red Cross certified instructors ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on [Appendix B](#) ("Courses") within the jurisdictions listed in [Appendix D](#).

- 1. LTP Responsibilities.** In connection with offering the Courses, LTP agrees that it will:
 - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
 - 1.2. Promptly notify Red Cross of additions and deletions to LTP's roster of Instructors as listed on [Appendix C](#).
 - 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
 - 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies").
 - 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
 - 1.6. Permit Red Cross to perform random observations of LTP's Courses.
 - 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
 - 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
 - 1.9. Timely payment of the required fees in connection with the Agreement.
 - 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
 - 1.11. Maintain a relevant, valid business license for the term of this Agreement.
 - 1.12. Offer and teach the Courses exclusively in accordance with Sections 6.3 and 6.4 of this Agreement.
- 2. Red Cross Responsibilities.** To facilitate LTP's Course offerings, Red Cross agrees that it will:
 - 2.1. Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
 - 2.2. Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
 - 2.3. Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.



3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.3 The following provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

4. Fees and Invoicing.

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on [Appendix B](#).
- 4.3 Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate the Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

5. Notices. Each Party's contact for notices under this Agreement is listed on [Appendix A](#).

6. Confidentiality and Intellectual Property.

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees



that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

- 6.3 During the term of this Agreement, until the voluntary or involuntary termination thereof for any reason whatsoever, LTP will not for any Course specified on Appendix B, directly or indirectly, teach, perform services, provide consultation or solicit any business on behalf of any of the Red Cross competitors listed in Appendix D (the "Red Cross Competitors").
- 6.4 Upon the termination of this Agreement for any reason whatsoever, whether voluntary or involuntary, LTP agrees that for a period of one (1) year after the termination of this Agreement, LTP will not (a) participate, personally or financially, directly or indirectly, in competition with the Red Cross in the business of offering any Course listed in Appendix B within the jurisdictions specified on Appendix D, (b) accept employment with any of the Red Cross Competitors identified on Appendix D, or (c) solicit, induce, or attempt to induce any of LTP's past or current Course participants (i) to cease doing business in whole or in part with or through the Red Cross, or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Red Cross within the jurisdiction specified on Appendix D.

7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington,



D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.

7.7 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the LTP Resource Guide, which may be updated from time to time.

Customer Name: City of Pascagoula	The American National Red Cross
Customer Signature:	Red Cross Signature:
Name: Joseph R. Huffman	Name: Kristin Heath-Strickland
Title: City Manager	Title: Spec IV, Territory Aquatics
Date: March 2, 2016	Date:



**Licensed Training Provider Agreement
Appendix A – Contact Information**

Customer Information

Customer: **City of Pascagoula**

Customer Address: **PO Drawer 908
Pascagoula, MS 39568
USA**

Customer Fax: **(228) 938-2255**

Organization ID: **24277COP**

Customer Contact: **Antoinette Johnson**

Customer Contact Email: **ajohnson@cityofpascagoula.com**

Customer Contact Phone: **(228) 938-2356**

Extension: _____

Billing Contact Name: **Antoinette Johnson**

Billing Contact Phone: **(228) 938-2356**

Extension: _____

Billing Contact Email: **ajohnson@cityofpascagoula.com**

Customer Billing Address : **PO Drawer 908**

**Pascagoula, MS 39568
USA**

Red Cross Contact Information

Name: **Kristin Heath-Strickland**

Phone: **(470) 725-8575**

Ext.: _____

Email:

kristin.strickland@redcross.org

Legal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross, Office of the General Counsel at 2025 E St NW, Washington, DC 20006.



Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
HSSAQU601	2016 LTS Facility Fee 0-75 - with RC LG - Aquatic Rep Approval Required	1.00	\$200.00
AP-HSSFA303	AP-Adult and Pediatric CPR/AED	10.00	\$19.00
AP-HSSAQU101	Junior Lifeguarding	10.00	\$10.00
HSSAQU402	Lifeguarding	10.00	\$35.00
HSSAQU808	Water Safety Instructor Course (AP)	10.00	\$35.00

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Learn to Swim Facility Fee - per pool

Annual Volume of Enrollees	Facilities that offer Red Cross Lifeguarding	Facilities that <u>do not</u> offer Red Cross Lifeguarding	Completion Cards Included
Learn-to-Swim Facility Fee (required to teach Learn-to-Swim Program)			
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Returning Learn to Swim customers may register for Learn-to-Swim and pay Learn-to-Swim facility fee by going to <https://classes.redcross.org/instructor/authentication/login.html?feeOption=Facility-fee>

New Learn-to-Swim customers can opt in to the Learn-to-Swim program by visiting www.redcross.org/LTSenroll.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Councilman Hill made a motion to approve the American Red Cross Licensed Training Provider Agreement as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

(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 American Red Cross Licensed Training Provider Agreement First Addendum as recommended by Darcie Crew, Parks & Recreation Director. This addendum will increase our ability to provide more aquatic programming at the same cost.

The agreement addendum is spread on the minutes as follows:



**FIRST ADDENDUM TO
LICENSED TRAINING PROVIDER AGREEMENT**

This **FIRST ADDENDUM TO LICENSED TRAINING PROVIDER AGREEMENT** ("Addendum") is effective as of March 1, 2016 ("Addendum Date") by and between the American National Red Cross ("Red Cross") and City of Pascagoula, MS Recreation (the "LTP").

WHEREAS, Red Cross and LTP are parties to a Licensed Training Provider Agreement dated as of March 1, 2016 (the "Agreement") (capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement):

WHEREAS, in addition to the courses LTP has historically been permitted to teach under the Agreement, LTP would now like to participate in a program in connection with the American Red Cross Aquatics Centennial celebration designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities ("Aquatics Centennial Program"). The Aquatics Centennial Program is intended to teach people to swim in identified communities where drowning rate is above national average; motivate children and families to "come to the water" to become competent in the water and learn about water safety at a local facility; and create a sustainable ecosystem of water safety to help make communities safer.

WHEREAS, Red Cross and LTP desire to add the following terms to the Agreement in order facilitate LTP's participation in the Aquatics Centennial Program and to memorialize each party's rights and responsibilities in connection therewith;

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In connection with the Aquatics Centennial Program, LTP agrees that it will:
 - a. Expand its existing Learn-to-Swim program ("LTS") and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons ("Program Participants");
 - b. Expand its existing Water Safety Instructor and Lifeguarding training to develop the infrastructure to offer the additional LTS and Junior Lifeguarding offerings;
 - c. Provide Program Participants opportunities to take LTS courses through at least Red Cross Learn-to-Swim Level 3;
 - d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;
 - e. Engage in promotional and media opportunities to inform the local community of the goals of the Aquatics Centennial Program, including the importance of swimming and water safety training; provided that LTP will obtain Red Cross's prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 6 of this Addendum;
 - f. Agree to participate in, and provide information in support of, a research study to evaluate the effectiveness of the Aquatics Centennial Program education and training;
 - g. Report the progress and results of the Aquatics Centennial Program education and training courses to the Red Cross in the manner and format reasonably requested by the Red Cross; and
 - h. Provide accurate and timely documentation of costs related to the expanded programming as a result of the Aquatics Centennial Program, including providing invoices if requested by the Red Cross.

2. Red Cross agrees that it will:
 - a. Assist in offsetting additional expenses for expanded programming as a result of LTP's participation in the Aquatics Centennial Program and fulfillment of its obligations to Program Participants described in Section 1. LTP's expenses that will be funded by the Red Cross for the first year of participation in the Aquatics Centennial Program are listed on Exhibit C attached to this Addendum. The Parties will meet on at least an annual basis to mutually determine and agree upon the scope and amount of Aquatics Centennial funding assistance, if any, to be provided by the Red Cross to LTP in subsequent years;
 - b. Provide Red Cross printed and video training materials required to allow Program Participants to complete the Red Cross training contemplated under this Addendum;
 - c. Provide promotional materials to inform the local community of the Aquatics Centennial Program;
 - d. Provide requirements, processes and mechanisms to report the process and results of the Aquatics Centennial Program education and training courses; and
 - e. Provide tools, resources and staff training required to implement the research study intended to evaluate the effectiveness of the Aquatics Centennial education and training.
3. Term and Termination. Unless terminated consistent with this Section 3, the term of this Addendum shall begin on the Addendum Date and shall continue thereafter for thirty-six (36) months. Either party may terminate this Addendum without cause upon thirty (30) calendar days advance written notice to the other party. Either party may immediately terminate this Addendum upon the other party's breach of its obligations under this Addendum. Termination of this Addendum will not automatically terminate the Agreement, but in the event the Agreement is terminated by either party, this Addendum will automatically terminate.
4. Compliance, Representations and Warranties:
 - a. The Parties will comply with all applicable laws and regulations during performance under the Agreement. Neither Party will discriminate against any employee, applicant or Program Participant in connection with this Agreement because of any characteristic protected by applicable law or regulations.
 - b. LTP represents, warrants and certifies: (i) compliance with all U.S. economic sanctions, anti-terrorism laws and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which LTP is operating and (ii) no child, indentured or forced labor or unauthorized workers will be used in any aspect of the provision of the Red Cross Courses or Aquatics Centennial Program hereunder.
5. Conflict of Interest; Business Ethics. LTP represents that no employee, principal, or affiliate of LTP holds any office in, or is an employee of, or is a member of the board of directors of, Red Cross or any Chapter or unit of Red Cross, except as shall have been disclosed by notice to Red Cross and for which Red Cross has waived any potential conflict of interest by notice to LTP. During the course of pursuing contracts with Red Cross and while performing services in accordance with this Addendum, LTP agrees to maintain business ethics standards which are aimed at avoiding any real or apparent improprieties or conflict of interest which could be construed to have an adverse impact on the dealing with the Red Cross. LTP shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Red Cross's best interests. These obligations shall apply to the activities of LTP's employees, agents, and subcontractors in their dealings and relations with Red Cross' current and former employees and relatives.
6. Intellectual Property and Data Use.
 - a. Definitions:
 - i. "Aquatics Centennial Materials" will include everything used, or provided to LTP for use by Red Cross, in connection with the Aquatics Centennial Program, including without limitation, reports, creative and other materials, manuals, photographs and all other documents or materials.

- ii. "Intellectual Property" means (i) inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements thereto and regardless of patentability), (ii) trade secrets and know-how, (iii) copyrightable material, (iv) trademarks and service marks (v) data related to the Aquatics Centennial Program, and (vi) all other forms of intellectual property. Intellectual Property may take any form, including without limitation, written, oral, electronic, digital or other form.
- iii. "LTP Marks" means LTP's trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.
- iv. "Red Cross Marks" means Red Cross's trademark and tradenames set forth on Exhibit B hereto and subject to any use guidelines contained in such Exhibit.

b. Aquatics Centennial Materials.

- i. Subject to the terms and conditions of this Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will not take any action inconsistent with LTP's ownership rights and will cooperate with LTP in the protection thereof. Red Cross will use the LTP Marks in accordance with the guidelines set forth on Exhibit A.
- ii. Subject to the terms and conditions of this Addendum, Red Cross grants LTP a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the Red Cross Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials produced by the Red Cross. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. LTP will not take any action inconsistent with Red Cross's ownership rights and will cooperate with Red Cross in the protection thereof. LTP will use the Red Cross Marks in accordance with the guidelines set forth on Exhibit B.
- iii. LTP acknowledges that all Aquatics Centennial Materials will be owned exclusively by the Red Cross. LTP will not use or allow the use of the Aquatics Centennial Materials for any purpose other than LTP's performance under this Addendum without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Aquatics Centennial Materials.
- iv. The foregoing license shall terminate upon termination or expiration of this Addendum and unless otherwise agreed or permitted by law, a party shall cease all use of the other party's Intellectual Property licensed hereunder upon such termination or expiration.
- v. Except as expressly provided in this Agreement, no party shall use the Intellectual Property (including, without limitation, trademarks or tradenames) of any other party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other party's prior written consent for each use.

c. Aquatics Centennial Data.

- i. With respect to any data collected in connection with the Aquatics Centennial Program (including data regarding program offerings, LTP participants, course participants and community preparedness), as well as any other research projects or assessments undertaken by the Red Cross related to the Aquatics Centennial Program, LTP hereby acknowledges and agrees that it shall not have any rights in Intellectual Property or data generated therein, nor shall it have any publication rights related to such Intellectual Property or data without the express consent of the owner of such Intellectual Property and/or data.
 - ii. With respect to any evaluation efforts permitted by the Red Cross in connection with the Aquatics Centennial, the evaluator will work with an institutional review board (IRB) to ensure that the research conducted on human subjects are scientific and ethical. Data will be maintained in accordance with the IRB consent, if any.
- d. LTP will execute, if and when requested, patent, copyright or similar applications and assignments to the Red Cross and any other documents deemed necessary by the Red Cross to vest ownership of Intellectual Property in the Red Cross. In the event Red Cross is unable for any reason whatsoever to secure LTP's signature to any document required to apply for or execute any patent, copyright or other applications with respect to Intellectual Property, LTP hereby irrevocably appoints the Red Cross and its authorized officers and agents as LTP's agents and attorneys-in-fact to execute and file any such application and to do all other acts to further the prosecution and issuance of patents, copyrights or other rights with respect to Intellectual Property with the same legal force and effect as if executed by Contractor.

7. Miscellaneous.

- a. The Agreement is incorporated herein by reference and, except to the extent modified by this Addendum, the Agreement remains in full force and effect.
- b. The parties specifically agree and acknowledge that the Agreement shall continue to govern all aspects of LTP's conduct of American Red Cross Courses, including any Courses offered in connection with the Aquatics Centennial.
- c. The parties are independent principals in all relationships and actions under and contemplated by this Agreement. This Agreement does not create a partnership or joint venture, and no party has the authority to bind the other party.
- d. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of the Agreement shall control.
- e. This Agreement is binding upon and inures to the benefit of the parties hereto and their successors and assigns. Notwithstanding the foregoing, neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- f. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability shall not deprive any party hereto of any material benefit intended to be provided hereby, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement, and such provision shall be deemed to be severed from this Agreement.

[Signature Page Follows]

The parties, acting through their duly authorized officers, have executed this First Addendum to Licensed Training Provider Agreement, which shall come into force as of the Addendum Date.

CITY OF PASCAGOULA

THE AMERICAN NATIONAL RED CROSS

Signature: _____

Signature: _____

Name: **Joseph R. Huffman**

Name: **KRISTIN HEATH-STRICKLAND**

Title: **CITY MANAGER**

Title: **TERRITORY AQUATICS
SPECIALIST**

Date: **MARCH 2, 2016**

Date:

EXHIBIT A
LTP MARKS

CITY OF PASCAGOULA



**EXHIBIT B
RED CROSS MARKS**



American Red Cross



To download camera-ready marks, complete the web form at redcross.org/brand.
List Connie Harvey as the Red Cross contact.

EXHIBIT C
CITY OF PASCAGOULA, MISSISSIPPI
LTP EXPENSES FUNDED BY RED CROSS
Year 1 of 3: January - December 2016

Course/Program	Number	Fees
Learn-to-Swim: <ul style="list-style-type: none"> • Preschool Aquatics • Learn to Swim Levels 1 - 3 • Adult Swim—Learning the Basics • Adult Swim—Improving Strokes and Swimming Skills (lifeguard and WSI prep) 	75 to 100 students (estimated)	Scholarships: Red Cross pays \$25; student pays remaining \$5
General Water Safety/Parent Education	Unlimited (estimated 25 per year)	No additional fees
For parents: Pediatric CPR/AED Course	Up to 25 enrollees	Waived course fees - \$19 each
Water Safety Instructor course <i>NOTE: City of Pascagoula provides WSI training for 2 staff members; Red Cross will cover the difference in the additional costs of the WSIT once the AP fees and materials fees for all enrollees are considered. Red Cross will consult with the WSIT to determine the total costs prior to finalizing this agreement.</i>	Up to 8 enrollees	AP fees waived - \$35 each
		WSI Candidate Kit - \$52 each
		Scholarship fees – TBD
Lifeguard Management Online Course	Up to 2 enrollees	Waived course fees - \$58 each
Junior Lifeguarding course	Up to 10 enrollees	AP fees waived - \$10 each
		Scholarship fees: Up to \$40 each

Notes:

- There is one City of Pascagoula pool which is enrolled in the annual Learn-to-Swim facility program at the 76 to 500 enrollees category.
- A one-time start-up facility kit of one banner, 150 swim caps and 150 goggles will be provided.
- The Learn-to-Swim enrollees are an expansion of the Learn-to-Swim students reached in previous years. This will be accomplished by training lifeguards to become Water Safety Instructors. These additional WSIs will allow for more swim lessons to be offered to the public with a focus on families who meet scholarship criteria.
- City of Pascagoula will determine scholarship eligibility requirements, using criteria such as tax returns and free and reduced lunch.
- Invoicing for scholarship fees are planned to be submitted after WSI training has occurred in spring and at end of summer.
- Lifeguarding materials will be provided in Year 2 after the upcoming revision of the American Red Cross Lifeguarding program.

To create a library of Red Cross materials, the following will be provided:

Product	Number
Water Safety Instructor Candidate's Kit	10
Swimming and Water Safety Program DVD Set	1
Lifeguarding DVD Set (for Junior Lifeguarding)	1
Junior Lifeguarding Leader's Guide	1
LTS Achievement Booklet - English (pk/50)	3 packs
LTS Achievement Booklet – Spanish (pk/10)	3 packs
Longfellow's WHALE Tales Stickers	4
Pediatric CPR/AED Ready Reference Cards	25
First Aid/CPR/AED Instructor's Manual and DVD	1
CPR Student Training Kit (for Pediatric CPR/AED) (pk/10)	3

Councilman Hill made a motion to approve the American Red Cross Licensed Training Provider Agreement First Addendum as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

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

The next item for consideration was Amendment # 10 to the City of Pascagoula Employees Group Health Plan for the inclusion of "Certified Registered Physician Assistant" in the definition of covered Professional Providers as presented by Brenda Germany, Human Resources Generalist, and recommended by the Insurance Committee.

The amendment is spread on the minutes as follows:

CITY OF PASCAGOULA
Employee Health Care Plan Amendment #10
Plan Year 2015-2016

The City of Pascagoula believes this Health Care Plan to be a "Grandfathered Health Care Plan" under the Patient Protection and Affordable Act of 2010 and does hereby amend the City of Pascagoula Employee Health Care Plan as follows:

Effective January 1, 2016:

Page 77 | Definitions | Professional Provider is amended to also include the following:

Certified Registered Physician Assistant

These changes, as approved by the City of Pascagoula on _____ day of _____, 2016, are effective January 1, 2016. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Councilman Hill made a motion to approve Amendment # 10 to the City of Pascagoula Employees Group Health Plan and authorize the City Manager to execute the related documents as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(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 an extension of Annual Bid #350 for Zinc Orthophosphate with CARUS Corporation, Peru, IL, as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:



February 3, 2016

Robin Wood
Purchasing Agent
City of Pascagoula
603 Watts Avenue
Pascagoula, MS 39567

RE: Extension of BID #350 – ZINC ORTHOPHOSPHATE

Dear Robin:

Carus Corporation appreciates the opportunity to extend the current contract to supply CARUS™3180 Bulk for the period of 12 months beginning 3/18/16 through 3/17/17 at the price of \$0.546/lb. delivered.

Thank you for your consideration of the extension of this contract.

We look forward to working with you for years to come. Please contact me with any questions or concerns you may have.

Sincerely,

A handwritten signature in black ink that reads 'Barbie Smith'.

Barbie Smith
Bid Manager
Phone: 800-435-6856

Carus Corporation
315 Fifth Street
PO Box 5971
New Orleans, LA 70112
Tel: (815) 223-1500
Fax: (815) 224-6697



Councilman Hill made a motion to approve the extension of Annual Bid # 350 for Zinc Orthophosphate with CARUS Corporation as recommended. The motion was seconded by

Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

Next for consideration was a contract award to Apple Construction Company, Gulfport, MS, for the Drainage Improvements – Holland Street to Ingalls Avenue Project for both bid schedules for a total of \$2,176,299.00 as recommended by Jaci Turner, City Engineer, and Compton Engineering, Inc. This is a programmed bond-funded project. Kevin Yates, Project Engineer, Compton Engineering, Inc., commented on the project.

Councilman Hill made a motion to approve a contract award to Apple Construction Company for the Drainage Improvements – Holland Street to Ingalls Avenue Project for both bid schedules for a total of \$2,176,299.00 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-1-16)

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

Next for consideration was Task Order Amendment No. 1 with Compton Engineering, Inc., Pascagoula, MS, for the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:



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

PASCAGOULA

BILOXI

BAY ST. LOUIS

February 22, 2016

Ms. Jaclyn Turner, P.E., City Engineer
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014
(C.E. Job #: 213-008.031)

Dear Ms. Turner:

Please find attached two (2) originals of Amendment No. 1 to Task Order No. 031 for your review and comment or approval.

The proposed Amendment is an increase of \$84,400.00 to the current not-to-exceed amount based on a projected final project completion date of April 4, 2016. The current project completion date per Change Order No. 2 is December 28, 2015.

The proposed increase is based on 98 days of liquidated damages at a rate of \$725.00 per day due to the contractors delay in achieving substantial completion and 30 days of liquidated damages at a rate of \$445.00 per day due to the contractors delay in achieving final completion.

The actual cost of the services during construction shall be billed based on CE's hourly rates in the general services agreement and not-to-exceed the \$172,274.18 proposed in the amendment.

Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

attachments

C:\Pascagoula\Projects\213\213-008\CEP Bond Funded Sewer Eval & Rehab Project 2014\Drawings\General Agreement\Letter_Jaclyn_Turner_(Amendment #1)_2-22-16.doc

**AMENDMENT NO. 1 TO
TASK ORDER NO. 031
BETWEEN
CITY OF PASCAGOULA
AND
COMPTON ENGINEERING, INC.**

THIS IS AN AMENDMENT made on _____ **TO THE TASK ORDER** made on January 21, 2015, between the **CITY OF PASCAGOULA**, P.O. Drawer 908, Pascagoula, Mississippi, 39568-0908 (**OWNER**), and **COMPTON ENGINEERING, INC.**, P.O. Box 686, 1706 Covent Avenue, Pascagoula, Mississippi, 39568 (**ENGINEER**).

OWNER and **ENGINEER**, agree with respect to the performance of professional engineering services by **ENGINEER** with respect to the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 for adding the basic services to complete *Services During Construction* and payment in accordance with terms and conditions included in the contract in place and the following amendments:

COST AND METHOD OF COMPENSATION
ITEM 2

2. CE shall provide services during construction as described in item 2 above on a time and material basis not-to-exceed \$172,274.18 based on CE's hourly rates in the general services agreement. The fee amount for the services during construction shall be based on a 406 calendar day construction contract. The actual fee shall be adjusted based on the actual length of the calendar day contract for the proposed sanitary sewer collection system improvements at the time of the summary change order with a written amendment to this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above:

OWNER:
CITY OF PASCAGOULA, MS

ENGINEER:
COMPTON ENGINEERING, INC.

Kevin R. Yates

WITNESS: _____

WITNESS: *J. D. Duggan III*

E:\Pascagoula\2015\2015-031-001 COE Mier Services\031 COE Bond Fund Sewer Eval & Rehab Project 2014\Doc\Eng-Owner Agreement\Amendment No. 1 to Task Order No. 031.doc

COMPTON ENGINEERING, INC.
213-608.031

Amendment No. 1 to Task Order No. 031
1

Councilman Hill made a motion to approve Task Order Amendment No. 1 with Compton Engineering, Inc. for the City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(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 advertise the resources of the City for \$100.00 (Hole Sponsor) through the Boys & Girls Clubs of Jackson County Annual Golf Tournament as recommended by Eddie Williams, City Attorney. The tournament will be held on Saturday, March 12, 2016, at the Gulf Hills Golf Club in Ocean Springs, MS.

Councilman Hill made a motion to advertise the resources of the City for \$100.00 (Hole Sponsor) for the Boys & Girls Clubs of Jackson County Annual Golf Tournament as recommended and authorize a manual check. The motion was seconded by Councilman Tadlock

and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".
(Approved 3-1-16)

Next for consideration was a request to submit an application to the Mississippi Department of Wildlife, Fisheries, and Parks for the Recreational Trail Program FY 2016 for the I. G. Levy Park Environmental Education Trail as recommended by Jen Dearman, Community and Economic Development Director. The total project cost is \$268,500.00. If awarded, the grant would provide \$100,000.00. The \$160,500.00 is anticipated to be provided by the Hotel Room Occupancy Tax as recommended by the Recreation Commission. The Parks & Recreation Department budget will provide the remaining \$8,000.00 funding.

Councilman Hill made a motion to approve the submission of the application to the Mississippi Department of Wildlife, Fisheries, and Parks Recreational Trails Program FY 2016 for the I. G. Levy Park Environmental Education Trail as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

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

The following new business items were considered at this time:

The first item was an appointment to the Pascagoula Public Library Board of Trustees to fill the unexpired term of Etienne Melcher whose term will expire November 20, 2016. Mr. Huffman advised there were two names recommended for consideration; however, Amy Brandenstein has withdrawn her name. The other individual interested in the appointment is Cathy Groff who was in attendance tonight and was introduced to the Council.

Councilman Tadlock made a motion to appoint Cathy Groff to fill the unexpired term of Etienne Melcher on the Pascagoula Library Board of Trustees. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".
(Approved 3-1-16)

The next item for consideration was a request to accept the verbal resignation of David Bates on the Recreation Commission and authorization to advertise for the vacant position as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Tipton made a motion to accept the verbal resignation of David Bates on the Recreation Commission and authorize Darcie Crew to seek applications to fill the vacancy. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

The next item for consideration was a contract with Orion Planning + Design for an update of the Comprehensive Plan as recommended by Donovan Scruggs, City Planner. Mr. Scruggs discussed the need for a new plan to be developed and recommended using Orion. The proposed cost of the plan is \$146,500.00.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

Phone: 228-938-6620
Fax: 228-938-6765

To: Joe Huffman, City Manager

From: Donovan Spriggs, AICP

Date: February 23, 2016

RE: Comprehensive Plan Update

Attached for your review and approval is a proposal/contract for the update to the 2010 Comprehensive Plan. This plan is important as it provides a direction and basis of decisions for land use matters, expenditures, and programming. For cities that have zoning, the Comprehensive Plan with periodic updates is required by the Mississippi Code.

The City's current plan is inadequate and not user friendly, and for this reason the task or update will basically be a rewriting of the document. A comprehensive plan should demonstrate to residents, businesses, and prospects a city's vision for the future. As a land-use document, it will inventory existing land uses and parcel data and provide the "Future Land Use Map" that is one of the more important land use tools. The plan will also include quality of life amenities, transportation and public infrastructure, and other capital investments, and the process should be vetted through public participation and input. To implement the plan, goals, objectives and policies will be established and included within the plan. A good plan should support and provide basis for decisions by the City if it is assembled properly and followed.

While there are minimum requirements of a Comprehensive Plan, the proposed scope expands beyond these requirements to address housing investment, corridor design, flood hazard barriers, and medical district designation. The project lead will be Bob Barber who is a Mississippian with more than 30 years of experience in Mississippi planning as a City Planner for Hernando and as a consultant with Orion Planning + Design. This firm will serve as the lead, contracting firm. Alta Planning, Arnett-Muldrow, and Weir Boehner Architecture will provide support on the project.

As proposed the drafting of the plan will be a 12 month process beginning this spring and concluding in May 2017. The cost of the plan is proposed at \$146,500. The City Council budgeted \$100,000 for this year in what was anticipated to be a multi-year process. Additional funds, based on this year's expenditures, will need to be budgeted in 2017 to complete the process.

SHORT FORM AGREEMENT FOR CONSULTING SERVICES
(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

The Orion Planning+Design agrees to provide to the City of Pascagoula, Mississippi the following professional services and the City of Pascagoula, Mississippi contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Pascagoula, Mississippi for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional services to Pascagoula, Mississippi to produce the City of Pascagoula Comprehensive Plan update as described by the attached scope of services.

2. PARTIES

The parties to this agreement are Pascagoula, Mississippi, hereinafter referred to as "Client," and Orion Planning+Design, hereinafter referred to as "Consultant."

3. SERVICES

Consultant shall provide the following services to Client:

See attached scope of services.

If there is a dispute over the meaning of this agreement, or if in the course of the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered the City of Pascagoula shall pay Consultant a sum not to exceed that set out in the project scope of services. Invoices shall be provided based on the work completed not less than monthly and shall set forth expenses incurred in the performance of the services under this contract. Invoices shall not be due within 45 days of receipt by the City. Document production, copies and meetings other than those called for in the scope of services shall be reimbursable at cost of production and the consultant's rate. Normal office supplies consumed in the course of the project will not be reimbursable. Mileage shall be charged at the prevailing rate established by the State of Mississippi.

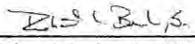
6. TIME FOR PERFORMANCE

Consultant shall deliver products and services in accordance with the schedule set forth in the attached scope of services unless such time is delayed by the client or alternative scheduling is mutually agreed upon. Either party may terminate this agreement with or without cause upon thirty days written notice. If Consultant fails to complete the work in a timely manner, Client may terminate this agreement by written notice of default; if Consultant cures the default by delivering the work within thirty (30) days of such notice, Consultant shall continue to be compensated in accordance with the provisions of Section 5.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement, together with the Scope of Services, constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

 February 23, 2016
Robert L. Barber, Sr., FAICP
Partner, Orion Planning+Design

_____, February , 2016
Harry J. Blevins, Mayor
City of Pascagoula, Mississippi

PROJECT SCOPE OF SERVICES

Pascagoula Comprehensive Plan Update
2.23.16

The following five components are proposed for the Scope of Services and they are explained in detail on the following pages.

Task 1.0: Project Kick-Off & Discovery Research

Task 2.0: Community Visioning

Task 3.0: Concept Plan Development

Task 4.0: Draft Plan Preparation

Task 5.0: Plan Presentations & Revisions

Task 1.0: Project Kick-Off & Discovery Research

This first task will initiate the project and serve as the research and discovery phase on which the balance of the work will rely. Key members of the Consultant Team will perform the sub-tasks described below during a three (3) day site visit to Pascagoula, as well as through work conducted prior to and following this visit.

Task 1.1: Review of Background Information

Prior to making the initial trip to Pascagoula, the Consultant Team will gather and review key information to gain insights into the project's context. Such information will include, but not be limited to: existing land uses, zoning and development regulations, previous plans and studies (including the existing 2010 comprehensive plan), available traffic information, non-vehicular mobility, buildings, public spaces, basic utility and infrastructure information, economic and demographic data, real estate market information, housing, GIS base map data, aerial photo maps, natural and historic resources information, and any related materials.

Task 1.2: Advisory Committee Kick-Off Meeting & Study Area Tour

The establishment of a project Advisory Committee of key stakeholders be established to help guide the project. This scope is based on that assumption. This meeting with the Committee and City staff will refine project details and allow the Consultant Team to gain additional insights from the Committee members. The study area drive tour will be led by staff and/or members of the Committee, with additional follow-up field work by the Consultant Team as part of Task 1.3. During this task, the Consultants will also be provided with available information not previously provided.

Task 1.3: Existing Community Development Conditions Analysis

As part of the initial fieldwork for the project, the Consultant Team will document and evaluate Pascagoula's general characteristics through mapping (utilizing existing GIS data), field notes and

photography. Based upon field research and data, the Consultant Team will conduct an evaluation of the community's existing conditions and produce a series of GIS existing conditions maps to the extent that relevant GIS data is readily available, as follows:

1. Existing land uses and general form (density/intensity and character)
2. Natural resources and environmentally sensitive lands (major streams and drainage channels, wetlands, and floodplains).
3. Downtown and key corridors - streets, parking, buildings, and public spaces.
4. Key opportunities for new development and redevelopment (based upon findings of the Task 1.4 Economic & Market Assessment)
5. Key community components (districts, neighborhoods and corridors defined in the RFP – polygon definition with key area call-outs)
6. Street network (identified by arterials, collectors and local streets), to include traffic counts at key locations if data is available
7. Non-motorized mobility system – bike lanes and greenways (sidewalks if data available)
8. Existing parks, greenways, and significant open spaces (including substantially undeveloped public lands)
9. Utilities (mapped by services areas)
10. Public lands

In addition to the maps listed above, analysis will occur on all of these issues and supporting text and photographs will be provided. Sidewalks and bike lanes may be examples of topics that are not already documented and “readily available.”

Task 1.4: Economic & Market Assessment

To understand the study area's overall market context, and to subsequently prepare a reality-based Comprehensive Plan, economic conditions analysis and market assessment for a broad range of key land use and development types will be conducted. The following elements will be included:

Market Definition.

Zip Code Survey: Work with Pascagoula area retailers, restaurants & destination uses to conduct zip code survey of customers & determine local, regional, and visitor markets.

This survey would be conducted with same methodology as the 2010 retail market assessment completed by Arnett Muldrow & Associates. While that research focused solely on retail, the market definition exercise will lay the foundation for the current analysis for retail, office, residential, and employment. Ideally, the market definition will include participation from businesses throughout the Pascagoula area, and result in identification of various submarkets.

Trade Areas: Based on the zip code survey, we will determine primary and secondary trade areas for the Pascagoula area, including any submarket trade areas based on the multiple data sets. It will also help us determine the scope of the local customer base, regional market penetration, and visitor market.

Retail Market Analysis

Conduct existing retail inventory: Using trade area definition, conduct examination of existing retail mix in community including square footage, lease rates, and vacancy rates.

Retail leakage analysis: Analysis of retail sales and consumer expenditures to establish leakage by individual retail category. Indicate retail categories community is leaking sales to other communities and which ones are gaining.

Retail capture scenario: Project space demand for new and expanded retail uses in study area. Provide square footage of supportable retail by individual category.

Retail shares analysis: Conduct a retail shares analysis to determine how community is performing in a regional perspective in individual retail categories and establish potential retail clusters.

Demographic Analysis

Establish Trends: Using established trade areas, conduct demographic profile of community including population, income, housing and employment data. Compare data to peer communities and larger region.

Population Projections: Project population growth in Pascagoula and defined study areas from current year to twenty years out.

Market Segmentation Report: Determine characteristics of household group clusters in local trade areas categorized by urbanization, social and life stage segments. Identify segments based on their demographic groupings including age, gender, income, education, occupation, and ethnic group.

Residential Market

Conduct analysis of existing housing market including housing types, owner and rental occupied units, median values, and age of housing stock.

Assess sales trends including median sales price, listed price, days on market, etc, as through local MLS data, if available.

Establish trends based on permitting activity and supported by demographic projections above. This will rely on census data as well as available local data sets.

Project demand for housing types, price points, and target markets including single-family, multi-family, and affordable housing. Using supply side analysis, demographic projections, market segmentation, building permit history, and real estate trends.

Office Market

Conduct inventory of existing office space within trade area including specific developments, class, use, and occupancy.

Project potential for office space based on projected employment growth and supported with recent growth activity and permitting data.

Employment

We will provide labor and employment numbers using the most recently available data from the Bureau of Labor Statistics as well as County Business Patterns. This will be supplemented by current year estimates from Claritas, Inc. In addition, we will show 10-year projections for employment as available by the Mississippi Development Authority

In addition, we will generate an estimate for Pascagoula's daytime population. This will be a figure of Pascagoula's current year population, adjusted with the most recent employment figures available from County Business Patterns, or local resources, where available.

Healthcare Industry Assessment

We will provide a healthcare industry-specific assessment to help Pascagoula evaluate the potential for a new or expanded medical district.

Engage local medical industry representatives in Pascagoula to determine the potential for, infrastructure and services needed to support a medical district in Pascagoula.

Conduct comparable study of other medical districts in coastal Mississippi and other peer communities to determine potential impact to Pascagoula.

Provide employment, labor, and wage data for the healthcare industry as available from the Mississippi Development Authority and Mississippi Department of Employment Security. This will include 10-year employment projections for Pascagoula and the MSA.

Based on both quantitative and qualitative data, we will generate policy strategies to help Pascagoula meet the goals of a dedicated medical district as defined in the comprehensive plan.

Task 1.5: Initial Public Meeting

While the exact agenda will be determined with input from the Advisory Committee, this interactive evening forum conducted during the first visit to Pascagoula may feature the following components:

- Introduction of the Advisory Committee, other key representatives, and the Consultant Team
- Explanation of project purpose and process
- Identification of the community's challenges and opportunities by participants
- Identification of potential model communities by participants

Deliverables:

- GIS Existing Conditions Maps
 - Economic & Market Assessment
 - PowerPoint Presentation (Task 1.5 meeting)
-

Task 2.0: Community Visioning

Although public input will be a key aspect of this project throughout the life of the planning process, Task 2.0 will feature one of the major early efforts to solicit meaningful participation from stakeholders and the general community. As with all meetings associated with this project, the City will schedule and arrange all meetings. The project team will conduct the following Tasks 2.1 and 2.2 as a part of the same site visit for Task 1.0. Tasks 2.3 and 2.4 will occur afterwards.

Task 2.1: Key Person Interviews

Up to ten (10) key person interviews will be conducted. One or more Consultant Team members will interview one (1) to three (3) key individuals at a time. Interviewees will include political, business and institutional leaders in the community. These individuals will be identified by the Advisory Committee and will include, in particular, those who will shape the plan's ultimate adoption and implementation.

Task 2.2: Stakeholder Focus Group Meetings

The Project Advisory Committee will identify key stakeholders who can provide useful information and perspectives on the various issues affecting the community. Up to five (5) meetings with various stakeholder groups will be conducted by key members of the Consultant Team, with each meeting including approximately ten (10) individuals having a common interest in Pascagoula and the Comprehensive Plan. Each meeting will last approximately one hour, and examples of potential stakeholder groups might include the following:

- Residents

- Property owners, developers, and real estate professionals
- Business owners/operators and economic development representatives
- Public officials (including elected officials and relevant City department heads)

Task 2.3: Build-Out Scenario

Based upon the City’s existing land use and development policies, particularly zoning, a map will be created to illustrate a future build out scenario. There will also be supporting narrative and graphics to project future conditions under current policies.

Task 2.4: Planning Principles

Based upon a combination of best practices for comprehensive planning and the public input obtained in Task 2.0, the Consultant Team will draft a set of Planning Principles to guide the subsequent planning effort. Valid planning principles will be carried forward from the current plan. The draft will be reviewed by the Advisory Committee and edited by the Consultant Team. Public input on the principles will also be solicited.

Deliverables:

- Build-Out Scenario
- Planning Principles

Task 3.0: Concept Plan Development

Task 3.0 offers the single greatest opportunities for meaningful hands-on involvement in the planning process for Pascagoula’s stakeholders, including the Advisory Committee, City representatives, other public officials, business and property owners, and the public in general. The goal of the input process is to provide a forum for the public and to achieve a consensus on the future of the community. The most tangible outcome will be the Concept Plan upon which the balance of the comprehensive plan will ultimately be based. Two alternatives are proposed for Task 3.0. The specific method will be determined during Tasks 1.0 and 2.0.

Concept Plan Development Alternative 1 – Traditional Charrette

This four (4) day task will require strong teamwork between the Consultant Team and City, as the City will recruit and schedule all public participants with the guidance of the Consultant Team. The following sub-tasks will occur:

Task 3.1: Studio Set-Up & Follow-Up Field Work (Day 1 - morning and afternoon)

In addition to setting up the work studio space for the Consultant Team (location to be determined), this task will give Consultant Team members another opportunity to build on

previous impressions of the community gained during Task 1.0. In particular, examples of land use and development forms in Pascagoula that “work” and “don’t work” will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered during this task.

Task 3.2: Public Workshop (Day 1 - evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshop. Participants should be key stakeholders representing a variety of interests in Pascagoula. Among the stakeholders, the Advisory Committee (if established) should be well-represented. The Consultant Team and Public Workshop participants will gather at the charrette facility and achieve the following over a roughly two-hour period:

Workshop Orientation

The Project Team will present:

- Workshop Purpose & Overview
- Background Research Findings (including the market assessment and “build out scenario”)
- Public Input Results & Planning Principles
- Workshop “Ground Rules”

Planning Session

Following the workshop orientation, participants will be split into teams of approximately ten (10) members each, and each team will create its own conceptual vision plan for Pascagoula. Consultant Team members will be available to guide each team through their planning process. The conceptual vision plans will be created on “existing conditions” base maps with the help of colored markers coded to particular land uses, forms and planning issues.

Workshop Team Presentations & Wrap-Up

Following the completion of the Planning Session, the Workshop Teams will reassemble into a single group and one or more members of each team will briefly present their plans for Pascagoula. After each presentation, there will be a brief amount of time for questions and comments. Following the Workshop Team presentations, the Consultant Team will conclude the evening by identifying common elements between the various ideas, and suggest how those ideas might be combined to form the basis for the Concept Plan that the Consultant Team members will produce as a prelude to the ultimate Comprehensive Plan.

Task 3.3: Concept Plan Development (Days 2-4)

Based upon the Task 1.0 research and findings, the Task 2.0 visioning process, and the results of the Day 1 Public Workshop, the Consultant Team will develop the Concept Plan. It will include

an illustrated plan map and schematic diagrams (to the extent that time allows). Although it will not cover the full range of details that the subsequent Comprehensive Plan document will consider, the Concept Plan will address:

- Natural and historic resources
- Land uses
- Location, density, form and character of development
- Mobility (vehicular, pedestrian, cycling, etc.)
- Public spaces
- Linkages between key destinations
- Economic development

During Day 2, the Project Team will meet with the Project Advisory Committee and/ or City staff to receive feedback on the work accomplished up to this point of Task 3.0. This meeting will serve as a critical juncture for the direction that the plan will follow and the duration of the charrette work.

Task 3.4: Concept Plan Presentation (Day 4 - evening)

Similar to the Task 1.5 public “kick-off” meeting, this evening meeting will be widely- publicized to encourage a strong turn-out from the community and it will include the following components:

- Opening Comments & Project Methodology
- Overview of Existing Conditions
- Public Input Results & Planning Principles
- Presentation of the Concept Plan

The majority of time will be dedicated to the Concept Plan, as opposed to the background information. Because of the importance of public interaction, a generous amount of time will also be provided for an open discussion.

Deliverables:

- Concept Plan graphics
- PowerPoint Presentation (Task 3.4)

Concept Plan Development Alternative 2 – Series of Focus Area Meetings

This four (4) day task will require strong teamwork between the Consultant Team and City, as the City will recruit and schedule all public participants with the guidance of the Consultant Team. The following sub-tasks will occur:

Task 3.1: Studio Set-Up & Follow-Up Field Work (Day 1 - morning and afternoon)

In addition to setting up the work studio space for the Consultant Team (location to be determined), this task will give Consultant Team members another opportunity to build on previous impressions of the community gained during Task 1.0. In particular, examples of land use and development forms in Pascagoula that “work” and “don’t work” will be identified. Also, any field information not previously obtained, but since recognized as necessary, can be gathered during this task.

Task 3.2: Public Workshops (Day 1, 2, 3 - evening)

Prior to Task 3.0, the City will recruit participants to be involved in the Public Workshops by focus area. Participants should be key stakeholders representing a variety of interests in Pascagoula. Among the stakeholders, the Advisory Committee should be well-represented. The Consultant Team and Public Workshop participants will gather at the meeting facility and achieve the following over a roughly two-hour period:

The Project Team will present:

- Background and Discovery Research Findings (including the market assessment and “build out scenario”)
- Review of Planning Principles
- Facilitated Discussions (Issues and opportunities facilitated from a specific set of questions)
- Reporting of Discussion Results by Focal Area

Task 3.3: Concept Plan Development (Days 2-4)

Based upon the Task 1.0 research and findings, the Task 2.0 visioning process, and the rolling results of the public workshops, the consultant team will begin developing the concept plan during days 1,2, 3 and 4. It will include an illustrated plan map and schematic diagrams (to the extent that time allows). Although it will not cover the full range of details that the subsequent Comprehensive Plan document will consider, the concept plan will address:

- Natural and historic resources
- Development Types based on Location, density, form and character of development
- Special Opportunity Areas Including medically oriented development
- Mobility (vehicular, pedestrian, cycling, etc.)
- Public spaces
- Linkages between key destinations
- Economic development

Task 4.0: Draft Plan Preparation

Based upon the public's and Advisory Committee's/City's response to the draft Concept Plan presented during Task 3.0, a detailed draft plan will be prepared. The following plan components will be drafted:

Task 4.1: Discovery Section

This section will serve as a background report for the plan so readers understand the community's current situation. It will contain a series of maps, photographs and text to address the following general research topics as described previously in more detail in Task 1.0:

- Brief history of Pascagoula (emphasizing its development history)
- Physical conditions (natural and cultural resources, land use, densities/intensities, form and character, streets/mobility, infrastructure and utilities, public spaces, discernible areas/districts/corridors, etc.)
- Socio/economic conditions and future growth assumptions based upon the Task 1.4 economic and market assessment
- Public policies (2010 Comprehensive Plan, zoning, other previous plans and studies, etc.)

The topic of infrastructure and utilities will be based upon information to be provided by the City and will not include a detailed analysis. Instead, it will map existing utility service areas per Task 1.3, it will discuss in general terms existing conditions and capacities, and it will provide general suggestions for future improvements to existing facilities and future expansions of service areas.

Task 4.2: Plan Direction Section

This section of the plan will summarize the results of the various visioning efforts, particularly Tasks 2.0 and 3.0. It will describe the community's preferences identified through meetings, interviews, and other means. Photographs from the charrette will emphasize the hands-on nature of the process. Based on that input and "best practices" for comprehensive planning, the project's Planning Principles will be listed. Those principles will cover all of the basic topics that will serve as the basis for the various plan elements.

Task 4.3: Plan Section

This section will feature the overall Concept Plan map, supporting text, and any other useful graphics.

Using the selected growth scenario per Task 4.3 as the foundation, this primary plan section will address the following planning topics:

Task 4.3.1 Natural & Cultural Resources Conservation

This plan element will provide conservation recommendations for the following topics through maps, text and photographs:

- Natural Resources - steep slopes, wetlands, floodways, floodplains, etc. Recommendations for green infrastructure will also be included.
- Cultural Resources - historic districts (existing and potential), key individual sites/landmarks, libraries, museums, the arts, etc.

Task 4.3.2: Land Uses, Densities/Intensities, Form and Character

This key plan element will address the following subjects using maps, text and various graphics:

Graphically-Coded Land Plan map and supporting text to factor in land uses, densities/intensities, form and character for each district classification to serve as the basis for zoning

Form and Character recommendations that are location-specific (polygon intensity areas) and illustrated using photographs as an introduction to potential code revisions located later in the plan's Implementation section

Task 4.3.3 Transportation & Mobility

Pascagoula's growth, mobility and opportunities for walking, biking and other alternative modes of transportation will be balanced with the needs of motorized vehicles. In particular, the plan will include consideration of the following issues:

1. Consultation with MDOT, Jackson County and the City to determine previously-proposed projects that should be incorporated
2. Street layout and connectivity for both motorized and non-motorized traffic (to include a map of existing and proposed sidewalks and greenways)
3. Concepts to rebalance and "rightsize" streets utilizing flexibility in engineering and context-sensitive design
4. Street cross-section designs for key streets (up to 5) to enhance walkability, including "Complete Street" concepts
5. Access management and traffic calming opportunities
6. Potential gateways - locations and treatments (to include a map)
7. Multi-modal transportation opportunities (to the extent relevant)
8. Connectivity from neighborhoods to main community nodes

Although this task will include general information regarding current road capacities for traffic to the extent that such data is available, it will not include a detailed analysis of conditions or future traffic demand projections. Greenways, though also a form of transportation, will be addressed in Task 4.7 below.

Task 4.3.4: Public Space & Recreation

This plan section (to include a locating map) will address the following types of public spaces, both existing with potential for improvements and new spaces:

- Greenways - improvements to existing trails and expansion opportunities (including addressing the viability of potential “rails to trails” conversions)
- Parks - passive and active recreation
- Plazas and other urban spaces
- Venues for special events

This plan element will consider national per-capita standards for parks and recreation facilities, such as those provided by the National Park & Recreation Association (NPRA), as well as citizen preferences as conveyed through the various public input opportunities for the project.

Task 4.3.5 Housing

This plan section will build upon the Task 1.4 Economic and Market Assessment to reiterate housing needs in Pascagoula and provide a general strategy for providing the variety of housing that is identified as being in need. This plan will not include an inventory of individual housing conditions, but it will address conditions in general terms, including some neighborhood-specific findings and recommendations.

Task 4.3.6: Economics

This plan section will address the following:

- Economic Development - an evaluation of existing businesses, a determination of desirable new business types and/or areas of expansion, and steps for achieving economic development objectives
- Build off of economic development strategies addressed in the 2008 Mississippi Main Street Resource Team visit including market research, 2010 Retail Market Analysis and any other relevant plans or data
- Identify economic development policies based on market.
- Pair market opportunities to available land uses.
- Recommend Incentive and recruitment strategies for mixed use, and housing uses.
- Create economic restructuring strategies including business recruitment, organization and promotion of the Pascagoula community.
- Recommend economic development strategies to solidify and grow a potential medical district in Pascagoula.

Task 4.3.7 Utilities & Storm Water Infrastructure

This task will broadly access and set out the infrastructure required to support the plan.

Task 4.3.8 Plan Implementation

The following key implementation issues will be addressed:

- Policy Revisions - identification of any key policy revisions necessary to implement the plan, such as zoning and development standards (including transect applications, if deemed desirable)
- Key Capital Projects - a summary of major transportation and public facility projects
- Implementation Matrix - to summarize each key recommendation of the plan organized by issue category, page number references within the plan for more detail, responsible parties (City, County, private sector, etc.), and suggested sequencing within a general timeframe (short-term, mid-term, long-term)

There will also be an appendices section of the plan that includes supplemental materials.

Deliverable:

- PDF of Draft Comprehensive Plan
-

Task 5.0: Plan Presentations & Revisions

Following sufficient time for the City's and Advisory Committee's review, key members of the Consultant Team will present the draft plan in a public forum as part of a one (1) day trip to Pascagoula. A separate presentation on the same trip can be made to specific entities, such as the City Council and/or Planning Commission. Based upon a review of the draft plan by the Advisory Committee and City, input from the public presentations, and the City's submission of a single "red-lined" copy (serving as a composite of all comments) back to the Consultant Team for any necessary revisions, the draft plan will be revised and submitted as a final document for adoption.

Deliverables:

- PowerPoint presentation
 - Electronic copy of the plan
 - Digital copies of all key plan components (graphics, maps, etc.)
-

CITY'S ROLE IN THE PROJECT

In addition to any other specific roles of the City already described above, they will be responsible for the following:

Meetings – The City will be responsible for organizing all meetings between the Consultant Team and the public, City officials or other project stakeholders, with the exception of small one-on-one type

meetings that the Consultant Team members might initiate on their own. Such organization of meetings includes advertising and/or soliciting participation, sending out invitations, arranging for meeting venues, and similar logistical support related to meetings.

Draft Plan Reviews – The City will be responsible for providing the Consultant Team with a single “red lined” composite of all edits to the draft plan. This composite will be created by City staff reviewing all written comments provided by project Advisory committee members and others so that conflicting comments can be resolved by the City prior to providing the composite comments to the Consultant Team.

PROJECTED SCHEDULE

The project is proposed to begin in the May of 2016 and be completed by May Of 2017.

Proposed Tasks	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1.0: Project Kick-Off & Discovery Research	■	■	■									
Task 2.0: Community Visioning			■	■								
Task 3.0: Concept Plan Development				■	■							
Task 4.0: Draft Plan Preparation						■	■	■	■			
Task 5.0: Plan Presentations & Revisions										■	■	■

PROPOSED BUDGET

The Pascagoula Comprehensive Plan Update project is proposed to be completed for a total cost not to exceed \$146,500 including expenses.

OPTIONAL ADDENDUM 1

Revision of Urban Renewal Plan – At the City’s option, the Urban Renewal Plan for Pascagoula may be updated through a separate addendum to this scope of services once services required are determined.

PROPOSED TEAM

The project will be led by Orion Planning+Design. Project team members will include the City of Pascagoula, Alta Planning, Arnett-Muldrow and Weir Boehner Architecture.

Councilman Tadlock made a motion to approve a contract with Orion Planning + Design for an updated Comprehensive Plan 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 "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

(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 approve the addition of one new Lieutenant's position for the Police Department as recommended by Police Chief Kenny Johnson. Chief Johnson advised this new position would oversee the Professional Standards Division, and it would eliminate one Sergeant's position with no increase in personnel.

Additional information is spread on the minutes:



Pascagoula Police Department

P.O. Drawer 385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

Date: February 18, 2016
To: Joe Huffman, City Manager
From: Kenny Johnson, Chief of Police
Subject: Professional Standard Division

With the national media and special interest groups ready to attack at the slightest appearance of police wrong doing, our efforts in recruiting, training and strict adherence to best practice policies and procedures are as important today as our crime suppression mission. We must ensure that biased based practices and excessive force do not exist within the ranks of our department and be prepared to prove it.

In our continuing efforts to make the Pascagoula Police Department more efficient and effective, I am recommending that a new division be created that encompasses recruiting, training, accreditation, and Internal Affairs. The three officers that handle these duties are currently assigned to different divisions.

Currently the CID Supervisor, a Lieutenant position, not only directs the day-to-day activities of the Investigation Division, he is also responsible for investigating all arrests involving the use of force, as well as all vehicle pursuits and citizen complaints.

The Training Officer, a Patrolman position, is responsible for recruiting, pre-employment screening and coordinating all training activities within the department.

The Accreditation Officer, a Sergeant position, manages all of the agency's national accreditation efforts, including the general orders manual, conducting audits and gathering proofs of the police department's adherence to national standards and best practices.

These three positions operate with the same goal, which is to make the Pascagoula Police Department the best agency in the Southeast United States. Until now, these three positions operated independently of each other, even though their missions are similar and interlinked. I am proposing that these three independent positions be molded into a single, autonomous division. This division will be named the Professional Standards Division. These officers will be able to cross-train into the other two fields so that in the event of an increase workload, in any area, the other two officers will be able to



"To protect and serve"



Pascagoula Police Department

P.O. Drawer 385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

Community Policing - 2011-2012

assist. This will be especially helpful during times of pre-employment testing, promotional exams, and accreditation assessments.

The daily workload on the CID Lieutenant has increased dramatically since we have begun conducting comprehensive reviews of the use-of-force arrests, vehicular pursuits, and citizen complaints. Not only are these reviews conducted, but annual reports are compiled showing statistics and trends. These investigations and reports take an enormous amount of time to conduct and compile. A second problem that is caused by the CID Lieutenant performing dual roles is that one role, CID Supervisor, is in the Special Operations Chain of Command and the use-of-force, pursuit, and complaint reviews are in the Administrative Division Chain of Command. This essentially gives the CID Lieutenant two different supervisors. To remedy these issues and ensure that sufficient time is allowed to conduct both jobs effectively, I respectfully request the approval of an additional position of Lieutenant, above our authorized strength of seven. This will not be an increase in personnel since we would simply elevate one of our current Sergeants to the rank of Lieutenant. I believe that this new division should be led by an experienced, supervisory-level officer because of the sensitive nature of some of the responsibilities with which this group will be tasked. I also believe that this division will be the driving force that pushes the Pascagoula Police Department to the next level of effectiveness, efficiency, and professionalism.

Respectfully,

Kenny Johnson
Chief of Police



"To protect and serve"

Councilwoman Simkins made a motion to approve the request of Police Chief Kenny Johnson for the addition of one new Lieutenant's position for the Police Department as recommended. The motion was seconded by Councilman Jackson and received the following

vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-1-16)

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

Eddie Williams, City Attorney, provided the Council with a map indicating two parcels which the property owner would like to donate to the City of Pascagoula. Mr. Williams stated this was information only and no official action was needed tonight.

Mr. Williams also commented on a proposed referendum for a prepared food tax and stated the Council would need to adopt a Resolution on March 15, 2016, calling for a special election in May in order to meet deadline requirements for publication notices. Councilman Tipton stated that an interest group would like to meet with the Council in a work session prior to the meeting on March 15, 2016, to discuss this referendum. The Council agreed to recess to Thursday, March 10, 2016, at 4:00 p.m.

The next item for consideration was an Order for the docket of claims for March 1, 2016, as follows:

ORDER

WHEREAS, the attached docket of claims for the period of February 12, 2016, through February 26, 2016, 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.

The above Order was introduced by Councilman Hill, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 1st day of March, 2016.

Councilman Tipton urged everyone not to throw litter on our streets and highways.

There being no further business to come before the Council at this time, Councilman Tadlock made a motion to recess until Thursday, March 10, 2016, at 4:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".

The meeting ended at 6:52 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
THURSDAY, MARCH 10, 2016, AT 4:00 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 Thursday, March 10, 2016, at 4:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins
Councilman David Tadlock – arrived at 4:05 p.m.
Councilman Scott Tipton

City Manager Joe Huffman
City Attorney Eddie Williams – arrived at 4:45 p.m.
Asst. City Clerk Brenda J. Reed

City Clerk/Comptroller Robert J. Parker was absent.

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

The first item for consideration was ratification of the Mayor's Proclamation declaring an emergency for the City of Pascagoula through March 15, 2016, as a result of the impending arrival of a major storm event.

The Proclamation is spread on the minutes as follows:

**PROCLAMATION BY THE MAYOR OF THE CITY COUNCIL
OF THE CITY OF PASCAGOULA, MISSISSIPPI, PURSUANT
TO THE MISSISSIPPI EMERGENCY MANAGEMENT
LAW OF A LOCAL EMERGENCY AS A RESULT
OF THE IMPENDING ARRIVAL OF A MAJOR STORM EVENT**

WHEREAS, as of the time of the making of this proclamation a major storm event is moving toward the coast of Mississippi; and

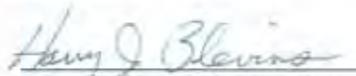
WHEREAS, it is anticipated that this storm will cause extensive flooding in the City of Pascagoula; and

WHEREAS, in view of the impending arrival of the storm, it is appropriate to declare a state of emergency pursuant to the Mississippi Emergency Management Law (Sections 33-15-17 (d), Mississippi Code of 1972); and

WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by said law:

NOW, THEREFORE, I, HARRY J. BLEVINS, MAYOR, OF THE CITY OF PASCAGOULA, MISSISSIPPI, hereby proclaim that a local emergency exists in the city as of 9:00 A.M., March 10, 2016, and hereby declare that the City shall exercise all powers and authority granted to it under the Mississippi Emergency Management Law to deal with such emergency.

IT IS FURTHER PROCLAIMED that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Pascagoula, wherein the same may be ratified and extended, if necessary, as provided in Section 33-15-17 (d) of the Mississippi Code of 1972.



Harry J. Blevins, Mayor

Councilman Jackson made a motion to ratify the above Proclamation declaring a local emergency as a result of the impending arrival of a major storm event as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins

“AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-10-16)

At this time, Jon Reynolds addressed the Council and advised a Task Force was formed a few months ago regarding the Parks and Recreation Improvements Project. This group has been meeting regularly, reaching out to various entities, planning, and gathering information, etcetera, in an effort to determine what may be needed and what would be in the best interest of Pascagoula for future recreational needs. Mr. Reynolds stated he could not share some information due to confidentiality issues at this time; however, plans have been considered and discussed at length for the ballfields, soccer complex, skate park, and also long term items such as possibly a natatorium and community center. Mr. Reynolds advised the entire project they are looking at has an approximate cost of \$18,000,000.00. The estimated time frame to complete the project would be three to five years. Comments followed regarding doing the project in phases or as a whole.

A lengthy discussion followed with the City Council, Parks & Recreation Director Darcie Crew, members of the Recreation Commission, and members of the Task Force. Jimmy Colmer also addressed the Council on this matter and encouraged them to consider doing the project as a whole rather than in various phases. He also volunteered to work with the group. Eddie Williams, City Attorney, discussed specifics for holding a special election and the Council discussed options for dates. It was noted that our citizens should be well educated on the plans prior to an election being held.

In conclusion, Mayor Blevins thanked everyone who has worked very hard on this project thus far and stated the Council looks forward to seeing additional plans in the near future.

Councilwoman Simkins invited the Council to attend a Tri-County Tourism meeting at 8:00 a.m. on Friday, March 11, 2016, at the Chamber of Commerce which will be followed by the Regional Strategy Issue Manager Group meeting.

There being no further business to come before the Council at this time, Councilman Tadlock made a motion to recess until Tuesday, March 15, 2016, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”.

The meeting ended at 5:27 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk



Agenda Number: 10

AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

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 February 3, 2016 approved by the Pascagoula Recreation Commission on March 2, 2016.

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

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

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



PASCAGOULA RECREATION COMMISSION
MEETING FEBRUARY 3, 2016

Mike McElhaney opened the meeting at 6:00 pm.

Paul Hembree made the motion to approve the January 6, 2016 minutes as presented. Becky Fulton seconded the motion. The motion passed unanimously.

Old Business:

Hotel Tax: Darcie presented the hotel tax information. \$1,339,448.65 has been collected since collections started in 2005. The total amount remaining after projects have been completed is \$518,380.92. The receipts collected in January 2016 were \$11,077.00.

Recreation Improvements Update: Darcie reported that the Recreation Improvements Committee met again on Monday, January 18, 2016 at the Hilton Garden Inn. Darcie did not attend the meeting because she was not in town. The committee is discussing possible private funding. Jimmy Colmer is working to bring a consultant to talk to the committee about this possibility. Another meeting will be scheduled by Jon Reynolds when the dates are confirmed.

Attendance of Members: Al Brimm made a motion to accept David Bates verbal resignation from the Recreation Commission effective immediately. Becky Fulton seconded the motion. The Commission asked Darcie to notify them if she receives a written resignation by Friday, February 5th. The motion passed unanimously. Darcie will ask City Council to seek a new member.

Beach Promenade Update: Darcie gave the Commission an update on the Beach Promenade project. The fire pits and shade structures along the promenade will no longer be included in the project. Residents in the area raised concerns over the amenities and it was decided by Council to remove the items from the project and DMR Coastal Wetlands permit request. A large shade structure and at least one

fire pit will still be included at the Point. We hope to get approval from DEQ to bid the project soon. Construction is expected to take one full year.

New Business:

Bicycle Advisory Committee Minutes: Darcie discussed the minutes. Paul Hembree made a motion to accept the minutes of the Bicycle Advisory Committee. Al Brimm seconded the motion. The motion passed unanimously.

Program Information: Darcie shared information about upcoming events and programs.

1. Evening of Enchantment Ball, February 5th, 7-10pm
2. JCCCA Mardi Gras Parade, February 6th, 1pm
3. Arbor Day, February 12th, 10am
4. Valentine's Lock-In, February 12-13
5. 2nd Saturday Bike Ride, February 13th, 8am
6. Do Better Divas, Wellness & Fitness Classes, Tu-Th, 6pm
7. Cardio Groove, Mondays & Wednesdays, 6pm
8. Karate, Mondays and Thursdays, 6 & 7pm
9. Swing Dance, Thursdays, 7pm
10. Aerobics, Mondays, Wednesdays and Fridays, 8am

There being no other business, Paul Hembree made a motion to adjourn the meeting at 6:43 pm. Becky Fulton seconded the motion. The motion passed unanimously.

The next meeting will be held at 6:00 pm on March 2, 2016 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
Becky Fulton
Lewis Sims
Mike Tillman
Terri Scott

Members absent:

David Bates
Johnny Olsen
Lee Tingle (baseball practice)
Jay Spradlin (work)



Bicycle Advisory Committee Meeting
Wednesday 2 December 2015 – 3:30PM
Recreation Center on Pascagoula Street

Committee members in attendance: Jeff Loftus, Jay Taylor, Jimmy Krebs, Jim Roe

Excused committee members absent: Jen Dearman, Director of Community and Economic Development

Committee members absent: Jim Underwood, Mike Wixon

Ex Officio: Kristi Ducote, Outdoor Recreational Specialist

Guest(s): N/A

The Bicycle Advisory Committee (BAC) Meeting was called to order at 3:35 PM by the Bike Friendly Coordinator, Kristi Ducote.

Committee Members- Kristi Ducote

Kristi started by welcoming new member Jim Roe. Jim serves as Lieutenant of Criminal Investigations for Pascagoula's Police Department, and is taking former member, Doug Adams' place on the committee. Jim is a good candidate for this committee as he is vested in bicycling and safety as he teaches his young daughter how to ride and obey the Rules of the Road.

Todd Pace, former officer of the Pascagoula Police Department is no longer on the committee as he took another position out of state.

Peggy Fineburg, former Pascagoula School District representative is no longer on the committee as she has retired. Kristi would like to have a representative from Pascagoula School District on the BAC, and asked the committee members present if they knew of anyone to recommend; no recommendation was made at this time.

Bicycle Friendly Community (BFC) Scorecard- Kristi Ducote

Kristi submitted the fall 2015 BFC application on August 11, 2015. In November of 2015, Kristi was notified the City of Pascagoula received Honorable Mention for our work toward becoming a BFC through the League of American Bicyclist, and was provided with the scorecard. The detailed feedback report will be distributed in December. Kristi provided 2014 and 2015 scorecards for committee members to compare and review. Discrepancies were noted between the two years. In multiple categories our progress was not rated as highly as in 2014. Kristi will follow up with the BFC review board to determine the reasons for the changes.

2016 Goals- Kristi Ducote

- Engineering
 - Strengthen the current Complete Streets policy, which has been suggested by the BFC reviewers for the past two years. Kristi asked Jeff Loftus if he knew how to go about doing this. Jeff stated we would need to work closely with the City's Community and Economic Development Director, the Planning Department, and the City Attorney. Jeff mentioned that Hattiesburg has a Complete Streets Ordinance, which could be good to reviewed.
- Education- target cyclist, motorist, and Police Department
 - Bike Walk Mississippi produced a bicycle safety PSA video.
 - Share through social media via City of Pascagoula, Pascagoula Police Department, Singing River Cyclist, and Gulf Coast Bicycle Club.
 - Reach out to local TV stations to air (WLOX Channel 13, WXXV Channel 25, WGUD Channel 19, WKFK Channel 7)
 - Bike Walk Mississippi produced bicycle safety posters and brochures for distribution.
 - Target low income communities. The committee identified several locations including: Salvation Army, WIC office, Health Department, Library, Jackson County Services, Our Daily Bread, and local churches.
 - Kristi will email Jim Foster, League Certified Instructor, for available dates to host a Traffic Skills Course and Commuter Class.
- Enforcement
 - Jim Roe will work to implement training for the Police Department.
 - Once training is implemented, the Rules of the Road according to the law will be enforced.

Upcoming Events- Kristi Ducote

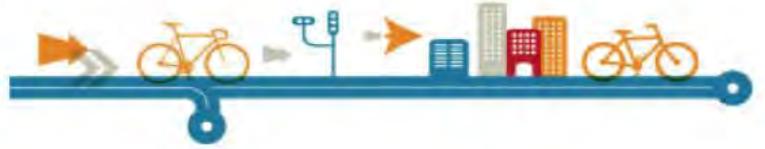
- 2nd Saturday Bike Rides will be December 12th, January 9th, and February 13th
- The Tour of Lights Bicycle Ride is scheduled for December 18, 2015. This tour will begin at 6 PM from the Pascagoula Recreation Center and take people through various neighborhoods in Pascagoula to view the lights of Christmas.

Conclusion/Next Meeting

BFC reviewers suggested the BAC meet more frequently. We will plan to meet every other month verses quarterly. Our next meeting will be scheduled in February, most likely the 2nd or 3rd Monday. There being no further business, the meeting adjourned at 5 PM.



BICYCLE FRIENDLY COMMUNITY FEEDBACK



PASCAGOULA, MS

Fall 2015

Our Bicycle Friendly Community review panel was very pleased to see the current efforts and dedication to make Pascagoula a safe, comfortable and convenient place to bicycle.

Below, reviewers provided recommendations to help you further promote bicycling in Pascagoula. **Key recommendations are highlighted in bold.** Underlined phrases are links to further information and resources online.

We strongly encourage you to use this feedback to build on your momentum and improve your community for bicyclists.

There may also be initiatives, programs, and facilities that are not mentioned here that would benefit your bicycling culture, so please continue to try new things to increase your ridership, safety, and awareness.

The cost of bicycle facilities and possible funding options are discussed on the last page of this report.

RECOMMENDATIONS

Engineering

Strengthen your Complete Streets policy to ensure more rigorous implementation. Compared to other applicants, your community reports that a very low percentage of road projects under

your current Complete Streets policy include bicycle facilities.

Ensure good connectivity of your street network by adopting connectivity policies or standards. A well connected street network is associated with more walking, biking, and transit use due to greater directness of travel and more route choice options.

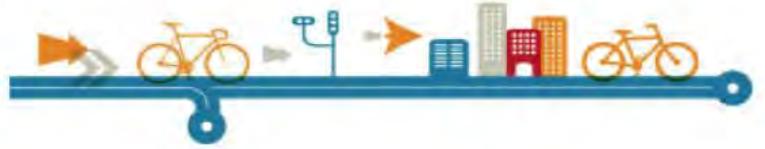
Regulations that require bike parking for new developments and major renovations of existing developments can secure private funding. Consider including provisions for assessing bike parking in communities that aren't currently slated for development or revitalization. See this model bicycle parking ordinance for guidance.

Local reviewers suggested that more effort needs to be made to ensure that bicycle infrastructure serves and connects people of all incomes, ages, and ethnicities in Pascagoula. Highway 90 was identified as a particularly difficult barrier to bicycling throughout the community and reaching all neighborhoods.

Continue to expand the bike network, especially along arterials, through the use of different types of bicycle facilities. On roads where automobile speeds regularly exceed 35 mph, it is recommended to provide protected bicycle infrastructure such as protected bike lanes/cycle tracks, buffered bike lanes or parallel 10ft wide shared-use paths (in low density areas). Note that shared lane markings should only be used on low speed roads.



BICYCLE FRIENDLY COMMUNITY FEEDBACK



On-street improvements coupled with the expansion of the off-street system will encourage more people to cycle and will improve safety. Ensure smooth transitions for bicyclists between the local and regional trail network, and the street network. These improvements will also increase the effectiveness of encouragement efforts by providing a broader range of facility choices for users of various abilities and comfort levels.

Develop a design manual that meets current NACTO standards or endorse the NACTO Urban Bikeway Design Guide.

Adopt bicycle facility selection criteria that increases separation and protection of bicyclists based of levels of motor vehicle speed and volume.

Develop a system of bicycle boulevards, utilizing quiet neighborhood streets, that creates an attractive, convenient, and comfortable cycling environment welcoming to cyclists of all ages and skill levels. Use the Bicycle Boulevards section of the NACTO Urban Bikeway Design Guide for design guidelines. See Bicycle Boulevards in action.

Education

Bicycle-safety education should be a routine part of education, for students of all ages, and schools and the surrounding neighborhoods should be particularly safe and convenient for biking and walking. Particularly as students learn to drive cars; it is important that they continue to learn about safe bicycling practices and how to

safely share the road as drivers. **Work with your local bicycle groups or interested parents to expand the Safe Routes to School program to all schools.** Click here for an exemplary bicycle safety curriculum designed for fourth and fifth grade students. For more information on Safe Routes to School, see the National Highway Traffic Safety Administration's Safe Routes To School Toolkit or visit www.saferoutesinfo.org.

Ensure that there are bicycle education opportunities specifically for women, seniors, families, and other specific demographic groups. By specifically targeting education opportunities to certain groups you can ensure that those groups are better reached and their specific concerns are addressed by the curriculum.

Expand adult bicycle education opportunities. Classes that teach skills that improve bike commuting can help people make what is possible practical. Education can also be helpful for adults who are recommended exercise by health care providers, check to see if any area doctors or hospitals are interested in partnering for education programming.

Encouragement

Expand encouragement efforts in partnership with local bicycle advocacy groups. Host, sponsor and encourage a greater variety of bicycle-themed



BICYCLE FRIENDLY COMMUNITY FEEDBACK



community events, campaigns and programs. Increase your efforts on Bike to Work Day and Bike to School Day. Create benchmarks for participation and work with schools to foster competition about participation in Bike to School Day activities. Ensure to widely advertise all bicycle-themed community events and programs. For ideas and more information, visit <http://bikeleague.org/bikemonth>.

Provide a variety of targeted bicycle events to engage women, seniors, and other demographic groups that may benefit from non-traditional or group-specific bicycle events. Targeted events may help to encourage groups that have specific concerns about bicycling or which have not previously been engaged in supporting bicycling improvements.

Expand upon your current Cyclovia/Open Streets event programming. See Open Streets in action.

Enforcement

Continue to ensure that police officers are educated on traffic laws as they apply to bicyclists and motorists and bicycling skills. Ensure that law enforcement officers who are not certified or trained as bicycle patrol officers nevertheless have basic training or experience with bicycling in your community in order to foster great

interactions between bicyclists and police officers.

Work with law enforcement to ensure that enforcement activities are targeted at motorist infractions most likely to lead to crashes, injuries and fatalities among bicyclists. Traffic enforcement activities should be data-based and responsive to behaviors that have been observed to lead to crashes, injuries, and fatalities.

Consider whether bikes would be a useful patrol or public safety tool for your community. Bicycles can increase interaction between police officers and the community and allow police and other public safety personnel increased mobility at events or in urban areas.

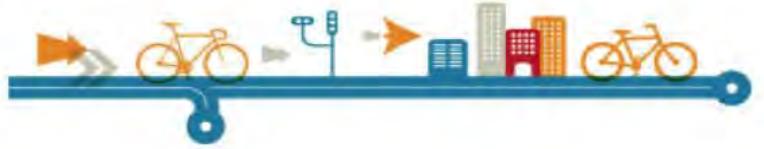
Evaluation & Planning

Develop a formal process to reach out to minority/low-income communities that is sensitive to their unique preferences and specific barriers to participation to ensure that they are included in the transportation/bicycle planning decision-making process.

Conduct community-wide research on bicycle usage and attitudes to more efficiently distribute resources according to current or latent demand. Conduct at least yearly counts on roads and trails, count parked bicycles at schools and transit stations (if applicable), or conduct a statistically relevant community bicycle survey. The National Bicycle and Pedestrian Documentation Project is a good resource for manual counts.



BICYCLE FRIENDLY COMMUNITY FEEDBACK



COSTS AND FUNDING OPTIONS

Costs

Building a new roadway for motor vehicles can cost millions of dollars to construct, and many of the pedestrian and bicycle infrastructure facilities are extremely low-cost in comparison. Use [this database](#) to review up-to-date estimates of infrastructure costs of pedestrian and bicycle treatments from states and cities across the country.

Federal Funding

Since 1992 bicycle and pedestrian projects have been eligible for federal transportation funding. To learn more about what federal funds are available for bicycle projects, use [Advocacy Advance's interactive Find it, Fund it tool](#) to search for eligible funding programs by bike/ped project type or review the same information as a PDF [here](#).

State Funding

Biking and walking dollars aren't only available from the federal government. States can also have their own revenue sources that can be used to fund active transportation. Use [this report](#) and an [online tool](#) to explore your state's funding sources for bicycle and pedestrian improvements.

Local Funding

Local governments can also create their own revenue streams to improve conditions for bicycling and walking. Three common approaches include: special bond issues, dedications of a portion of local sales taxes or a voter-approved sales tax increase, and use of the annual capital improvement budgets of Public Works and/or Parks agencies. Bicycle facility improvements can also be tagged on to larger projects to create economies of scale that results in reduced costs and reduced impacts to traffic, businesses, and residents. For example, if there is an existing road project, it is usually cheaper to add bike lanes and sidewalks to the project than to construct them separately. To learn more about public funding of bicycle infrastructure improvements, visit pedbikeinfo.org/planning/funding_government.cfm.

Resources and Support

[Advocacy Advance](#) offers several tools, resources, and workshops to help advocates and agency staff maximize eligible funding programs.



PASCAGOULA, MISSISSIPPI

TOTAL POPULATION

22,240

POPULATION DENSITY

1543

TOTAL AREA (sq. miles)

18.2

OF LOCAL BICYCLE FRIENDLY BUSINESSES

NA

OF LOCAL BICYCLE FRIENDLY UNIVERSITIES

NA

10 BUILDING BLOCKS OF A BICYCLE FRIENDLY COMMUNITY

	Average Bronze	Pascagoula
Arterial Streets with Bike Lanes	33%	5%
Total Bicycle Network Mileage to Total Road Network Mileage	26%	7%
Public Education Outreach	SOME	SOME
Share of Transportation Budget Spent on Bicycling	5%	1%
Bike Month and Bike to Work Events	GOOD	LITTLE
Active Bicycle Advocacy Group	MAYBE	ACTIVE
Active Bicycle Advisory Committee	MAYBE	MEETS QUARTERLY
Bicycle-Friendly Laws & Ordinances	SOME	FEW
Bike Plan is Current and is Being Implemented	MAYBE	SOMEWHAT
Bike Program Staff to Population	1 PER 77K	1 PER 11.1K

CATEGORY SCORES

ENGINEERING <i>Bicycle network and connectivity</i>	2 / 10
EDUCATION <i>Motorist awareness and bicycling skills</i>	2 / 10
ENCOURAGEMENT <i>Mainstreaming bicycling culture</i>	2 / 10
ENFORCEMENT <i>Promoting safety and protecting bicyclists' rights</i>	3 / 10
EVALUATION & PLANNING <i>Setting targets and having a plan</i>	1 / 10

KEY OUTCOMES

	Average Bronze	Pascagoula
RIDERSHIP <i>Percentage of daily bicyclists</i>	1.2%	0.50%
SAFETY MEASURES CRASHES <i>Crashes per 10k daily bicyclists</i>	370	723
SAFETY MEASURES FATALITIES <i>Fatalities per 10k daily bicyclists</i>	4	0



- » Strengthen your Complete Streets policy to ensure more rigorous implementation. Compared to other applicants, your community reports that a very low percentage of road projects under your current Complete Streets policy include bicycle facilities.
- » Expand adult bicycle education opportunities. Commuter classes that teach skills that make bike commuter better can be an important part of helping people make what is possible practical. Education can also be helpful for adults who are recommended exercise by health care providers, check to see if any area doctors or hospitals are interested in partnering for education programming.

- » Provide a variety of targeted bicycle events to engage women, seniors, and other demographic groups that may benefit from non-traditional or group-specific bicycle events. Targeted events may help to encourage groups that have specific concerns about bicycling or which have not previously been engaged in supporting bicycling improvements.
- » Work with law enforcement to ensure that enforcement activities are targeted at motorist infractions most likely to lead to crashes, injuries and fatalities among bicyclists. Traffic enforcement activities should be data-based and responsive to behaviors that have been observed to lead to crashes, injuries, and fatalities.

PASCAGOULA
PARKS AND RECREATION

February and March 2016

Evening of Enchantment

Enjoy an evening of enchantment on February 5 from 7-10pm at the Pascagoula Recreation Center. Kids from around the area in grades 3rd-6th are welcome to attend for \$8 per person. Special guests appearances and a photographer will be present. King, Queen, and Court will be selected by a random drawing. Suggested attire is semi-formal or formal. Tickets can be purchased in advance at the Pascagoula Recreation Center. Tickets will be available at the door for \$10 and \$8 in advance.



Arbor Day

In Mississippi, Arbor Day is celebrated annually on the second Friday in February. This event features a give-away of potted trees and seedlings to ensure our community does its part in greening the Earth. February 12 at Scranton Nature Center - 3928 Nathan Hale Avenue from 10:00 am until supplies are exhausted.

Valentine's Day Lock In

An overnight sleepover with fun-filled activities for children ages 6-12. Having a good time is a must during these themed Lock-Ins at the Pascagoula Recreation Center throughout the year. \$25 Resident \$30 Nonresident. February 12, 2016. Register online by February 9. Drop off Friday 6:30-8:00pm and Pick up Saturday by 9:30am.



Nature Discovery

Bring the family to learn about where the birds are migrating and why? Take a look at different bird species that migrate through our area! How do they know when to migrate and the right path to take each year! Listen to a story with Jackson -George Regional Library and create a bird feeder! Scranton Nature Center - 3928 Nathan Hale Avenue - February 20 at 9:00AM! The cost is \$1 per participant.

A Home for Bunny

Bring your little one to the Scranton Nature Center from February 15 - March 31, 2016 for our special spring program "A Home for Bunny" This program is a perfect field trip opportunity for daycares, preschoolers, kindergarten, first grade and second grade. During your time at the Scranton Nature Center children will learn to classify Mississippi animals, pet live bunnies, listen to the "A Home for Bunny" book read by one of our Museum staff, and enjoy an interactive game. The Scranton Nature Center is open Tuesday - Saturday from 10am - 5pm. The price per child is \$2.. Please call for reservations.



2nd Saturday Bike Ride

On the 2nd Saturday of every month, cyclists meet at our beautiful Beach Park at 8am and ride along the Historic Pascagoula Bike Trail. Cyclists also stop in for delicious refreshments at Crazy B's Coffee and Confections. February 13 and March 12.



Dr. Seuss Celebration

An annual celebration is held March 4 for pre-school children from 9:00 to 11:00am. This celebration is in honor of Dr. Seuss' birthday! It includes a cupcake walk, train rides, and arts and crafts to name a few things to do! Special guests this year are Cat in the Hat and Thing 1 and Thing 2! This event is free for preschool children. Reservations are required, please call the Pascagoula Recreation Center to reserve.

Movie Night Under the Stars

This a free community event at Beach Park on the 2nd Friday night of the month. The movie starts at 7:15pm on March 11 and concessions will be available for purchase. Bring a lawn chair, picnic, blanket and family and friends! Rain out location will be shown at the Pascagoula Recreation Center 2935, Pascagoula Street.



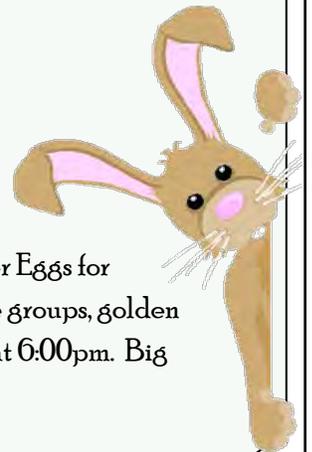
SENIOR CHILI COOK-OFF
Relay for Life of East Jackson County

5th Annual Senior Center Chili Cook-off

On March 17, come out and have lunch with us! From 10am-2pm you can taste the BEST CHILI IN JACKSON COUNTY for just \$2 at the Pascagoula Senior Center. Your vote helps pick the winner! Visit each chili sponsor, sample all entries and cast your vote for you favorite chili with your purple spoon. All proceeds benefit Relay for Life of East Jackson County! Other food items will also be available for purchase to support Relay for Life of East Jackson County. There will be door prizes, entertainment and more! Come out and join the fun!

38th Annual Easter Egg Hunt

The 38th Annual Easter Egg Hunt will be at Beach Park on March 18, with over 20,000 Easter Eggs for children to hunt! There is a Easter Bunny meet-n-greet and Easter egg hunts for different age groups, golden egg prizes! Baby Bunnies Easter Egg hunts are for children ages 1 to 3 at 5:30pm, ages 4 to 5 at 6:00pm. Big Bunnies Easter Egg hunts are egg hunts for ages 6 to 8 at 6:30pm and ages 9 to 12 at 7:00pm.





Family Campout

On March 19, Beach Park will be a campers paradise! Start setting up your campsite at Noon. Dinner and Breakfast are included! Fun beach activities including Kayaking! S'mores and storytelling by a campfire! Outdoor movie and popcorn under the stars! \$5 per person • Children under 3 are free! Rainout date is April 2. Limited on-site Registration is available. Pre-registration is available and strongly recommended at Pascagoula Recreation Center.

Nature Discovery

Bring the family to learn about Seeds in Spring! What is a seed? It's different parts? What makes a seed grow? How do seeds become plants? Listen to a story with Jackson -George Regional Library and create your very own cup planter with seeds!! Scranton Nature Center - 3928 Nathan Hale Ave. March 19 at 9:00AM! The cost is \$1 per participant.



Spring Break Camp

Registration will open March 1 for our spring break camp! This camp is a perfect way to have a great time during spring break! Children ages 6-12 will enjoy activities such as arts and crafts, tour of one of Pascagoula's beautiful parks, and field trips. Parents are welcome to drop off their kids after 7:00 am and pick them up by 5:30pm each day at the Pascagoula Recreation Center. The price for camp per child is \$82 for Residents and \$102 for nonresidents. Register online March 1!

Camp Special Forces

CALLING ALL TEENAGERS!!! Join Pascagoula Fire, Police and Recreation Departments as we generate positive partnerships between police, firefighters, and teenagers in the community. Campers will participate in activities including fingerprinting, nine demonstrations, tours of the police and fire departments and much more! All day camp from April 11 - 14. Participants must bring their lunch. Teenagers ages 13-17 are encouraged to participate and the price for camp is \$50 per person. Drop off campers at Pascagoula Recreation Center 7:30 - 8:30 am and pick up anytime between 4 - 5 pm. Register online March 1!





**P A S C A G O U L A
P A R K S A N D
R E C R E A T I O N**

City of Pascagoula
Pascagoula Recreation Center
2935 Pascagoula Street
Pascagoula, Mississippi 39567

Phone: 228-938-2356
Fax: 228-938-2355
www.cityofpascagoula.com

To find out more information on any of our events, programs, camps, or activities call the Pascagoula Recreation Center 228-938-2356.

Please register by visiting www.cityofpascagoula.com.

Stop by and see us!
Our address is 2935 Pascagoula Street, Pascagoula, Mississippi 39567. We have onsite registration available Monday - Friday from 8am - 5pm!

A Great Place to LIVE, WORK, and PLAY!



**DON'T LET ANYONE
DULL YOUR
Sparkle**

The Pascagoula Recreation Center offers a variety of fitness classes! Stop by and join in the fitness fun!

Cardio Groove

Monday and Wednesday • 6:00pm - 7:00pm • \$5 per class or \$40 for 10 classes.

Do Better Divas

Tuesday, Wednesday & Thursday • 6:00 - 7:00pm • \$10 per week. Fitness class for ladies only.

Swing Dance

Thursdays 7:00 - 8:00 PM Pascagoula Recreation Center. \$1 per person per class.

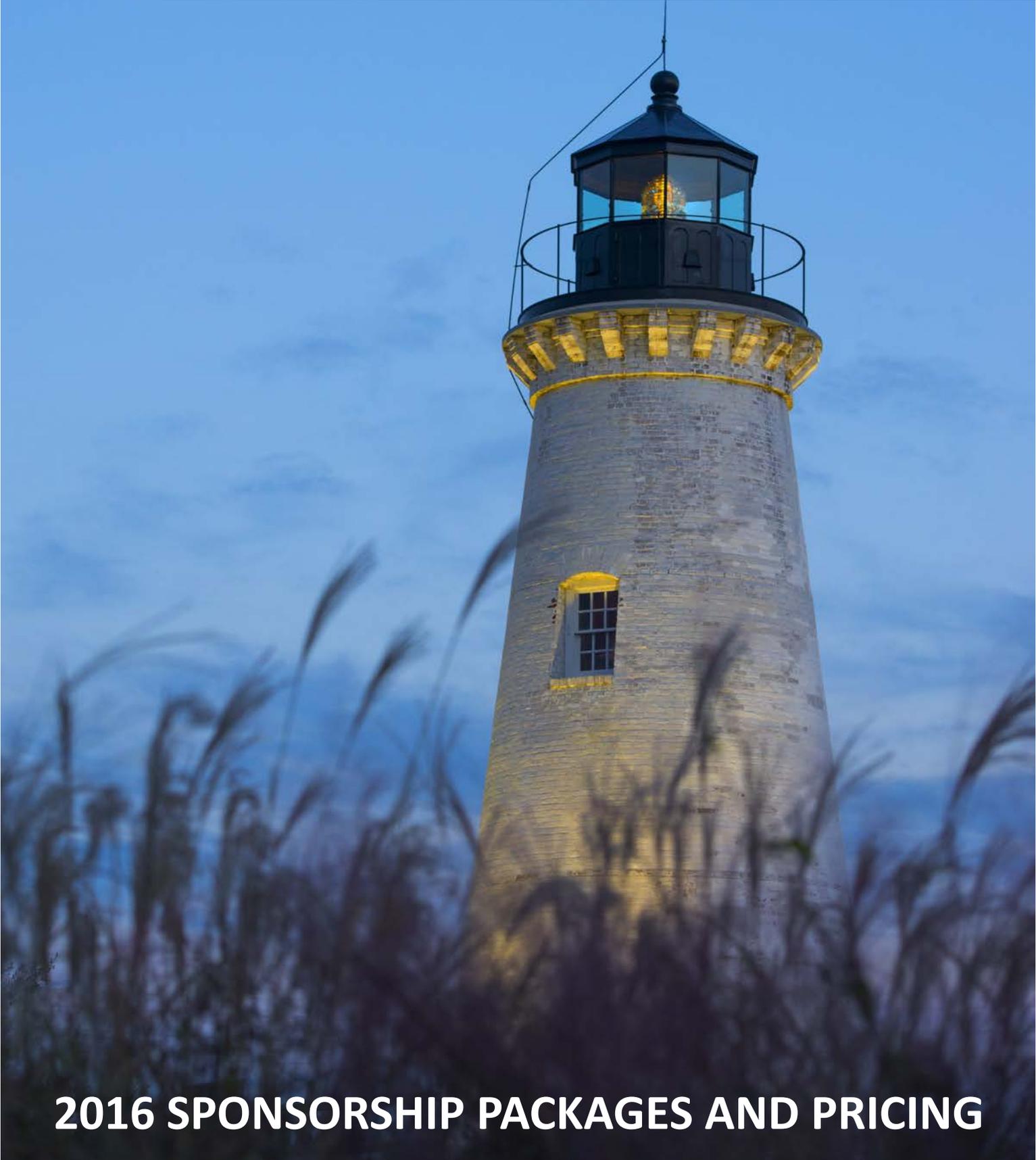
Karate Classes

Children ages 6 and up and Adult classes. \$60 per month for 1 participant; \$100 for 2 participants; \$120 for 3 participants or more per family. New classes begin the first of every month.

Monday and Thursday. 6pm - Youth and 7pm - Adult.



THE CITY of
PascagoulaTM
MISSISSIPPI'S FLAGSHIP CITY



2016 SPONSORSHIP PACKAGES AND PRICING

HARRY J. BLEVINS

MAYOR

JOSEPH R. HUFFMAN

CITY MANAGER

EDDIE C. WILLIAMS

CITY ATTORNEY



603 WATTS AVE. • P.O. DRAWER 908

PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020

FAX 228-372-6851

CITY COUNCIL

MARVIN PICKETT, SR.	Councilman, Ward 1
FREDDY JACKSON	Councilman, Ward 2
DAVID TADLOCK	Councilman, Ward 3
BURT HILL	Councilman, Ward 4
SCOTT TIPTON	Councilman, Ward 5
BRENDA H. SIMKINS	Councilwoman at Large

Dear Community Partners,

I am so happy to present to you our opportunities for sponsorship, an investment in your community. The City of Pascagoula strives to provide services to people of all ages and abilities through our recreational programming and facilities. We are growing and offering more today than ever before, from camps to athletics, to community events and programs for senior adults, we are providing the services that our community needs. It is an exciting time to be involved in Pascagoula.

I hear from people every day that are excited about what is happening here in Pascagoula. They love the improvements and the investments our community partners have made here. In 2016, we are planning high quality events and activities which you will be proud to be a part of. As participation continues to increase and the variety of programs we offer attract more people to Pascagoula, the more we grow. We would like to promote your business to our residents and visitors alike.

We want to thank all of our current supporters. We could not have made it this far without you. For our new partners, I would like to invite you to join others to continue investing in our community. We believe that sponsorship is a great way to market your business by reaching hundreds of people at events and thousands of people through newsletters and other announcements from the City. We are committed to providing you with the exposure worthy of your investment. We are excited for the opportunities these sponsorships provide both you and the City. We hope to have a continued relationship with you for a very long time.

Please find enclosed,

A handwritten signature in black ink, appearing to read "Suzanne Steinberger". The signature is fluid and cursive, with a large loop at the end.

Suzanne Steinberger

Community Events Coordinator

SPECIAL EVENTS

Movie Night Under the Stars - This is a free community event at Point Park on the 2nd Friday night of the month except January and February. The movies start at 7:15pm November - March and at 8:15pm April - October.

'Goula Cruise - The city hosts the 'Goula Cruise Street Festival on the 1st Sunday in October and is an event for Cruisin' the Coast. This event has something the entire family can enjoy on a beautiful Sunday while enjoy Pascagoula's Beach Park. Listen to live music, enjoy local food and beverages, watch the kids in the kiddie cruiser's fun center, and stroll by hundreds of classic cars.

Halloween Bicycle Tour - Tour Pascagoula neighborhoods featuring Historic Pascagoula Bike Trail, various neighborhoods through Pascagoula, Greenwood Cemetery Tour. Lights required, helmets recommended. Costumes and decorated bikes contest. October 29th at 6:00pm at Pascagoula Recreation Center.

Haunted House - Visitors will see everything that goes bump in the night as they explore Jackson County's scariest haunted house. Spectators will travel from room to room on a guided tour. Last two weekends in October at Pascagoula Recreation Center.

Visions of Sugar Plums - Help teach the spirit of giving this Christmas by sponsoring an elementary age student, \$300 per child shopping spree. The children are required to buy gifts for their parents and siblings.

Tour of Lights Bicycle Tour - Enjoy a family friendly bike ride along the Historic Pascagoula Trail and tour the lights of Christmas around Pascagoula. Lights required, helmets recommended. Spread some holiday cheer and bring your favorite holiday treat to share. Coffee and hot chocolate will be provided after the ride. Meet at the Pascagoula Recreation Center on December 18th at 6:00pm.

Christmas Tree Lighting - First Thursday in December from 5:30 - 8:00pm. The City will deck the halls at our annual Christmas Tree Lighting at Beach Park. Santa Claus and his elves will help us light the night and kick off the season right! Full of fun with snow play area, cookie decorating, Toys for Tots drop off location, Light the Night Festival, visiting with Santa and much more!

City of Pascagoula Employee Recognition - Provide special recognition to City of Pascagoula employees who have met milestones with service to the community.



Dr. Seuss Celebration - An annual celebration is scheduled at the end of February for pre-school children. This celebration is in honor of Dr. Seuss' birthday! It includes a cupcake walk, train rides, and arts and crafts to name a few things to do! Special guests this year are Cat in the Hat and Thing 1 and Thing 2! This event is free for preschool children. Registration is required.

Evening of Enchantment Ball - Children's Mardi Gras Ball on February 5th from 7:00-10:00 pm at the Pascagoula Recreation Center • \$8 in advance or \$10 at the door • School Grades 3rd - 6th Special Guests appearances and Photographer available! King, Queen and Court will be selected by a random drawing! Suggested attire: Semi Formal - Formal.

Easter Egg Hunt - The 37th Annual Easter Egg Hunt will be at Beach Park on March 18th. Over 20,000 Easter Eggs for children to hunt! There is a Easter Bunny meet-n-greet, and Easter Egg Hunts for different age groups with golden egg prizes! Baby Bunnies Easter Egg Hunts are for children ages 1-3 and 4 and 5. The Big Bunnies Easter Egg Hunts for children ages 6 to 8 and 9 to 12 years of age.

Family Campout - Beach Park will be a camper's paradise in spring! Join us on March 19th-20th at Beach Park. The campout offers dinner and breakfast. There are fun beach activities, fishing, kayaking, reconnecting with nature, s'mores and storytelling by a campfire. Finish the night with an outdoor movie and popcorn! This family event has something for every age group.

Keep Pascagoula Beautiful - An affiliate of Keep American Beautiful. Volunteers are needed for Great American Clean-Up. The nation's largest annual community improvement program! Clean-up, fix-up, paint-up or green-up to help keep your community become more beautiful. Pascagoula hosts the Great American Clean Up on April 23 from 8:00 -11:00am. Litter Bugs Me is an elementary education program hosted in the spring that teaches the impact litter has on the environment and providing supplies for local school yard and neighborhood cleanup. Mississippi's Coastal Cleanup is part of an international movement focusing on the removal of litter and marine debris from coastal mainland and barrier islands as well as lakes, rivers, marshes, bayous and estuaries. Sign up to clean a park, the beach or other coastal areas in our community held on the 3rd Saturday in October.

Flagship Festival - A fun day of outdoor activities at River Park including the American Heart Association Jackson County Heart Walk, Casting for Conservation kids fishing rodeo, bike ride, kayak race and paddling for the family. We will bless the fleet, enjoy music, food, inflatables, kids activities, kayak demo's and classes. Third Friday 5:00pm to 9:00pm and Saturday in May from 8:00am to 10:00pm.

4th of July - The 4th of July Fireworks are in honor of our nation's Independence Day. July 4th at 9:00 pm. Citizens are invited to enjoy 20 minutes of fireworks and music at Beach Park.



SPECIAL EVENTS

FLAGSHIP \$10,000

- 33"x78" Vertical full color banner with your company logo displayed at 15 special events.
- Two ½ page ads in Pascagoula Parks and Recreation newsletter in 2016 reaching 4,500 families.
- Special recognition on all promotional materials and name recognition in media advertising.
- Announced at events as a Flagship sponsor.
- Listed on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.
- Recognition at City of Pascagoula Employee Service Awards.

ISLAND \$5,000

- 33"x61" Vertical full color banner with your company logo displayed at 11 special events.
- Two ¼ page ads in Pascagoula Parks and Recreation newsletter in 2016 reaching 4,500 families.
- Special recognition on all promotional materials and name recognition in media advertising.
- Announced at events as a Island sponsor.
- Listed on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.

RIVER \$2,500

- 4'x4' full color banner with your company logo displayed at 9 special events.
- One 1/4 page and one 1/8 page ad in Pascagoula Parks and Recreation newsletter in 2016 reaching 4,500 families.
- Announced at events as a River sponsor.
- Listed as a sponsor on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.



HARBOR \$1,250

- 3'x3' full color banner with company logo displayed at 6 special events.
- Two 1/8 page ads in Pascagoula Parks and Recreation newsletter in 2016.
- Listed on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.

ANCHOR \$750

- 2'x2' banner with your company logo displayed at 4 special events.
- One 1/8 page ad in Pascagoula Parks and Recreation newsletter in 2016.
- Listed on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.

PELICAN \$300

- 18"x24" banner full color with your company's logo displayed at 2 special events.
- One 3.5" x 2" ad in Pascagoula Parks and Recreation newsletter in 2016.
- Listed on the City of Pascagoula's website with a link to your website.
- Listed in the 2016-2017 Program Guide Calendar reaching 6,000 families and newcomers.





YOUTH SPORTS

2' x 2' full color banner at youth football field and Pascagoula Recreation Center Gymnasium with your business logo.

You will receive a 5"x7" sponsor award plaque. Your company will be listed as a proud sponsor in one newsletter, basketball and football flyers.

Listed on the City of Pascagoula's website with a link to your website and in the 2016-2017 Program Guide Calendar.

\$400 Sponsorship



CELEBRATION OF LIFE HOLIDAY ANGEL

What better way to help adorn Beach Boulevard and celebrate your loved ones during the holiday season! Sponsor an Angel to honor someone special. Receive a Celebration Certificate of Recognition as well as a banner with the names printed to identify your angel. Your 6 foot Angel will shine bright on one of our new promenade light poles along Beach Boulevard November through January year after year.

\$350 Investment - 6 year Angel sponsorship



MUSEUMS

The Scranton Nature Center, Scranton Museum and Round Island Lighthouse are museums in need of sponsors to help fund the museums educational programming, community outreach, and advertising. These contributions are critical to the Museum's ability to provide the community exhibits.

One 1/8 page ad in Pascagoula Parks and Recreation newsletter in 2016.

Listed on the City of Pascagoula's website with a link to your website and in the 2016 - 2017 Program Guide Calendar.

\$300 Sponsorship

2016 CITY OF PASCAGOULA SPONSORSHIP COMMITMENT FORM



Please check the investment level your company desires.

- | | |
|--|---|
| <input type="checkbox"/> Flagship \$10,000 | <input type="checkbox"/> Harbor \$1,250 |
| <input type="checkbox"/> Island \$5,000 | <input type="checkbox"/> Anchor \$750 |
| <input type="checkbox"/> River \$2,500 | <input type="checkbox"/> Pelican \$300 |

Comments:

Additional Sponsorship Opportunities

- | | |
|--|--|
| <input type="checkbox"/> Sports \$400 | <input type="checkbox"/> Holiday Angel \$350 |
| <input type="checkbox"/> Museums \$300 | |

NAME

ADDRESS

EMAIL

WEBSITE LINK

PHONE NUMBER

Sponsorships are a one-time annual payment. Due to budgeting requirements, payment is due in full by March 1, 2016. In-kind and media sponsorships are also available and will be custom designed to accomplish each sponsor's objectives. Any new events or programs in the year 2016 will be added to the Flagship and Live Oak sponsorship levels at no charge. Please provide your logo or advertisement on a CD or by email. Thank you for sponsoring these family friendly events and helping the traditions continue to be a vital and enriching part of our community!

Signature _____

Date _____

Please contact Suzanne Steinberger 228-372-6877 or ssteinberger@cityofpascagoula.com
Pascagoula Recreation Center • 2935 Pascagoula Street • Pascagoula, Mississippi, 39567



LIVE.

WORK.

PLAY.





Agenda Number: 11

AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Parks and Recreation Department

Contact Name: Darcie Crew

Phone: 228 938-2356

Agenda Topic: Advertising the Resources of the City

Attach additional information as necessary

Action Requested:

Allow the Parks & Recreation Department to participate in Easter Extravaganza event on March 19, 2016 for school age children at the Pascagoula Gautier School District Family Interactive Center and advertise the resources of the City by providing prizes and giveaways in the amount not to exceed \$75 to the children who participate.

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



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie Williams

Phone: 228-938-6605

Agenda Topic: Amendment to Ordinance 14-11, Inspection Warrants, to update code references within the Ordinance.

Attach additional information as necessary

Action Requested:
Approve Ordinance.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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ORDINANCE NO. _____ 2016
CITY OF PASCAGOULA, MISSISSIPPI

AN ORDINANCE TO AMEND SECTION 14-11 INSPECTION WARRANTS OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA TO UPDATE REFERENCES TO CERTAIN ORDINANCES CONTAINED THEREIN; TO PROVIDE AN EFFECTIVE DATE; AND, FOR RELATED PURPOSES.

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

SECTION 1. Section 14-11, Inspection Warrants, of the Code of Ordinances is hereby amended to provide as follows:

- (a) If the building official or his designee in the enforcement and administration of this chapter including the technical codes adopted herein, Ordinance No. 1-2011, or Ordinance No. 7-2015, or if the fire chief or his designee in the enforcement and administration of chapter 30 of this Code of Ordinances or the International Fire Code adopted therein are refused entry by a property owner or occupant for an inspection of his property such officer is authorized to obtain an inspection warrant from the judge of the municipal court to inspect said property.
- (b) To obtain an inspection warrant an authorized officer shall file an affidavit with the municipal judge setting forth the facts and circumstances relied on for issuance of said warrant.
- (c) Upon a proper showing in said affidavit the municipal judge shall issue a warrant authorizing inspection of the property which is the subject of the affidavit.
- (d) Upon issuance of the inspection warrant an authorized officer shall serve it upon the owner or occupant of the property to be inspected. If the owner or occupant cannot be found after a reasonable effort to do so the warrant may be served upon an agent of the owner or occupant.
- (e) Any person who refuses to permit an officer to carry out an inspection pursuant to an inspection warrant shall be proceeded against in the municipal court for contempt.

SECTION 2. This ordinance shall take effect as provided by law.



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie Williams Phone: 228-938-6605

Agenda Topic: Letter to Board of Supervisors requesting transfer of property near Recreation Center for parking purposes.

Attach additional information as necessary

Action Requested:

Authorize Mayor to send letter.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



CITY COUNCIL

MARVIN PICKETT, SR. Councilman, Ward 1
FREDDY JACKSON Councilman, Ward 2
DAVID TADLOCK Councilman, Ward 3
BURT HILL Councilman, Ward 4
SCOTT TIPTON Councilman, Ward 5
BRENDA H. SIMKINS Councilwoman at Large

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-938-6605
FAX 228-372-6851

March 16, 2016

Mr. Melton Harris
President, Jackson County
Board of Supervisors
P.O. Box 998
Pascagoula, MS 39568

Re: Property belonging to Jackson County on Southeast Corner
of School Avenue and Pascagoula Street

Dear Mr. Harris:

The City of Pascagoula is interested in acquiring the above referenced property. This was the site of the old Welfare Department and also the Probation and Parole Unit of the Mississippi Department of Corrections. We are in serious need of additional parking for our Recreation Center which is situated across the street from this vacant lot.

The City Council has authorized me to send you this letter requesting the transfer of this property to the City. Please let us know under what terms and conditions the County will be willing to do so.

Your prompt attention to this matter will be appreciated.

Sincerely,

Harry J. Blevins
Mayor

/khs

cc: Joe Huffman
Eddie Williams
Darcie Crew



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: CDBG FY15 Public Services Agreement Amendment 1
Catholic Social and Community Services, Inc.

Attach additional information as necessary

Action Requested:

Authorize City Manager to execute the CDBG Public Services Agreement Amendment with Catholic Social and Community Services, Inc. This amendment adjusts budget allocations within existing line items.

Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input checked="" type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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AMENDMENT NUMBER 1 TO
CONTRACT BETWEEN
THE CITY OF PASCAGOULA, MISSISSIPPI
AND
CATHOLIC SOCIAL AND COMMUNITY SERVICES, INC.
FOR
FY 2015 CDBG Funding

THIS IS AN AMENDMENT to that certain contract entered into by and between the parties on the 16th day of February, 2016, entered this 15th day of March, 2016 by and between the CITY OF PASCAGOULA (herein called the "GRANTEE") and CATHOLIC SOCIAL AND COMMUNITY SERVICES, Inc. (herein called the "SUBRECIPIENT").

WHEREAS, the Grantee and Subrecipient agree with respect to the FY 2015 CDBG Funding as set forth herein to *amend the budget* as defined in the original contract, while ensuring funding is expended only on individuals with a low to moderate income and meeting all other requirements set forth in the contract, and do hereby agree to the following amendment:

I. STATEMENT OF WORK
C. Budget: \$9,000

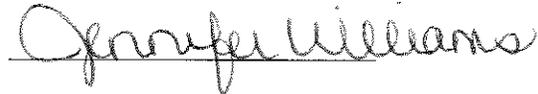
Budget	
Diapers	\$3,500
Utility Assistance – deposits and three months of service (Mississippi Power and Singing River Electric NOT Pascagoula Utilities gas and water)	\$5,500
Rental Assistance – deposits and three months of service	
TOTAL	\$9,000

IN WITNESS WHEREOF, the Parties have executed this amendment as of the date first written above.

Grantee,
City of Pascagoula

Subrecipient,
Catholic Social and Community Services, Inc.

Signature: _____



Name: Joseph R. Huffman

Jennifer C. Williams

Title: City Manager

Executive Director

Subrecipient Federal Identification No.: 64-0598426



AGENDA ITEM REQUEST FORM

Meeting Date: 3-15-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Blue Cross and Blue Shield - Healthy Hometown Award Revised Closeout

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Authorize City Manager to execute the Final Financial Report included in the Healthy Hometown Award Closeout Reports.

Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input checked="" type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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Blue Cross & Blue Shield of Mississippi Foundation
Final Executive Summary
City of Pascagoula
Healthy Hometown 2014
BCBSMSF – 2014-008
March 18, 2016

Project Summary

The City of Pascagoula's Healthy Hometown Project aimed to expand the existing healthy community environment and continue to promote active outdoor recreation. The City provided education and outreach regarding healthy eating and citywide exercise opportunities. The City engaged Pascagoula residents in fun ways to be active such as bicycling and kayaking. Improvements were made to the Historic Pascagoula Bike Trail. A Healthy Hometown Event, Pedal, Paddle and Stroll, was held on Saturday, July 25, 2015.

Goals

- **Education and Outreach** – The City distributed education and outreach materials at Health and Wellness Expo, Healthy Hometown Celebration, Zonta Festival, Crusin' the Coast, Paddlepalooza as well as Pedal, Paddle and Stroll. The City installed bike signs to educate motorists and bicyclists including "State Law 3-Foot Minimum", "Share the Road" and sharrows.
- **Engaging Pascagoula Residents in Kayaking** – Paddlepalooza was held on May 30, 2015, during which the new kayaks and equipment were utilized. Monthly meanders along the Pascagoula River were held by the Paradise Paddler. Utilizing the new kayaks, equipment and trailer, kayaking workshops engaged new and experienced kayakers of all ages.
- **Engaging Pascagoula Residents in Bicycling and Raising Bicycle Awareness** – The City hosted 2nd Saturday Bike Rides to engage residents and visitors. Another way the City engaged residents in bicycling was by hosting citywide events such as Fiesta de Cycloviva, Great Haunted Bicycle Tour, Tour of Lights Ride, Bike to School Day, 4th Annual Flagship Ride and Pedal, Paddle and Stroll.
- **Historic Pascagoula Bike Trail Improvements** – The City installed sharrows, bike racks and "Share the Road" bike signs which are making the City a more bike friendly community. These improvements are raising awareness of bicyclists and motorists along the Bike Trail.
- **Healthy Hometown Event** – Pedal, Paddle and Stroll was held on Saturday, July 25, 2015. Separate routes were marked for, bicycling, kayaking, and walking along the Pascagoula River Blueway, Historic Pascagoula Bike Trail and the Historic Pathway, respectively. Local businesses participated including the Singing River Helathplex and Singing River CrossFit.

Financial Summary

The City requested budget modifications which adjusted quantities of existing line items. The modifications allowed for the purchase of additional kayaks, youth life jackets and kayak paddles as well as kayak trailer. The City spent a total of \$24,977.10.

Blue Cross & Blue Shield of Mississippi Foundation
Final Executive Summary
City of Pascagoula
Healthy Hometown 2014
BCBSMSF – 2014-008
March 18, 2016

Summary

Pascagoula improved its healthy community environment through the impacts provided by the Healthy Hometown Award. Community-wide events and activities engaged 3,523 residents and visitors. The addition of sharrows to the Historic Pascagoula Bike Trail raised awareness of sharing the roads 29,300 motorists daily and will continue to raise awareness. The installation of “State Law 3-Foot Minimum” signage educated 133,000 motorists daily who travel the roadway. The City distributed health and wellness education and outreach materials to 2,560 people. The City now encourages employees to walk or exercise 30 minutes during business hours twice per week.

HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



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FAX 228-372-6851

**Final Progress Report
Healthy Hometown Pascagoula
BCBSMSF-2014-008
March 15, 2016**

1) The Healthy Hometown grant is awarded to support continuing efforts to create a healthy community. Provide a detailed update on what you have accomplished thus far.

Education and Outreach – Raising Awareness

The City accomplished education and outreach through the Healthy Hometown webpage, distribution of health and wellness materials, engaging residents in citywide events, application of sharrows, and installing bike signs. Events and activities were posted on the City’s Facebook page. The local media, both print and television, were utilized for outreach as well. The Health and Wellness Expo, Healthy Hometown Celebration, Zonta Festival, Crusin’ the Coast and Paddlepalooza as well as Pedal, Paddle and Stroll were events at which materials were distributed. Bike signs and sharrows educated motorists and bicyclists and will continue to do so.



Engaging Pascagoula Residents in Kayaking



Paddlepalooza, the Great American Cleanup Paddle, and Pedal, Paddle and Stroll are citywide events that engaged residents in kayaking. Pascagoula River Blueway brochures were distributed, and residents registered to receive emails regarding kayaking activities. The Paradise Paddlers have seen an increase in numbers for their paddles that occur each month along the Pascagoula River Blueway.

The purchase of kayaks and equipment has enabled the Pascagoula Parks and Recreation Department to teach kayaking workshops. SmartStart Paddling Workshop is for beginners and provides basic information on kayaking and what you should know before you go on the water. The City’s Parks and Recreation Department taught the Smart Start Workshop to the 7th and 8th grade students at Colmer Middle School. QuickStart Paddling Workshop teaches basic information for different kinds of kayaks, dressing for



kayak safety, potential hazards and comfortably maneuvering on still water. These workshops were advertised on the American Canoe Associations website and AllTrails.com as well as the above mentioned outreach methods.

Engaging Pascagoula Residents in Bicycling and Raising Awareness



Fiesta de Cyclovia, Great Haunted Bicycle Tour, Tour of Lights Ride, Bike to School Day, 4th Annual Flagship Ride and Pedal Paddle and Stroll are citywide events that engaged residents in bicycling. The City distributed Historic Pascagoula Bike Trail brochures, and residents registered to receive emails regarding bicycling activities. The Second Saturday Bike Rides attendance increased for the rides that occur each month along the Historic Pascagoula Bike Trail.

Bike sign installation raised awareness with motorists and made the community safer for bicyclists. The “State Law 3 Feet Minimum” bike signs were installed along Highway 90 and throughout town. These signs are educated motorists on the State law that requires a minimum of three feet when passing a bicyclist. The “Share the Road” bike signs are located along the Historic Pascagoula Bike Trail that winds through neighborhoods and major roads. These signs reminded that bicyclists have as much right to use the streets as motorists and will continue to do so.



Historic Pascagoula Bike Trail Improvements



The City made improvements to the Historic Pascagoula Bike Trail which are making a more bike friendly community for residents. The installation of fifteen bike racks provided more parking options for residents who commute on bicycles. The application of sharrows is raising awareness of both motorists and bicyclists along Trail and throughout town. Motorists are reminded that they are sharing the road. Bicyclists are reminded of the correct travel lane for bicycles and safest location within the lane to ride.

Healthy Hometown Event - Pedal, Paddle and Stroll

The Healthy Hometown Event occurred on July 25, 2015, and over 200 residents participated. There were staggered start times for the different routes of bicycling, kayaking and walking. A five and a half bike ride route began at 8AM and traveled along the Historic Pascagoula Bike Trail. The two mile



paddle began at 9AM and traveled along the Pascagoula River Blueway. The one and a half-mile stroll began at 10AM and traveled along the Pascagoula Historic Pathway. Local business joined in the fun too. The Singing River Healthplex hosted Zumba classes throughout the event. Workout equipment was provided at Lighthouse Park. Singing River CrossFit conducted demonstrations.

2) What work was scheduled to be completed by the end of the fourth quarter that is behind schedule? Describe your plans to bring this work current.

The City was granted no cost time extension and completed the distribution of the Healthy Hometown Flyer in the November utility bills.

3) What impacts do you believe the project has had to date? How do you measure this impact? (See Attachment A)



The City raised awareness of healthy lifestyles for its residents. Impacts include resident use of the City's Health and Wellness Amenities and exercise groups. The City measured education and outreach through the 3,760 materials distributed at events. Resident engagement was measured through participation. There were 1,543 residents who participated in bicycling events and activities, and there were 1,958 residents who participated in kayaking activities, events and workshops.

Residents were provided nutrition-based education so that they may be better educated on how to make healthy dietary choices. This information was provide on the City's Healthy Hometown Webpage.

Over 400, Healthy Trail Mix and Recipes and samples were distributed at the Healthy Hometown Celebration. The recipe included baked goldfish, low sodium pretzels and raisins.



The City made the roads safer for bicyclists. The installation of “State Law 3 Feet Minimum” bike signs educated motorists regarding proximity required by State law when passing bicyclists. “Share the Road” signs and sharrows educated bicyclists and motorist. According to the Mississippi Department of Transportation’s Average Annual Daily Traffic Count, approximately 162,300 motorists see the bike signs along Highway 90 and the sharrows along the Historic Pascagoula Bike Trail each day. The City measured 1,543 the bicyclists who benefitted from the Historic Pascagoula Bike Trail improvements by tracking those who participated in special event rides as well as Second Saturday Bike Rides.



4) Have you received any other financial support for this project?

Whereas the City has not received additional funding specifically for this project, the Tidelands Trust Fund has awarded the City funds to build the City’s first a dedicated kayak and canoe launch. Currently, kayak or canoe paddlers can only launch their vessels at boat launches which can be dangerous with the boat traffic. This dedicated launch will provide a safe place from which to enter the water for this enjoyable healthy activity.

Blue Cross & Blue Shield of Mississippi Foundation
Final Financial Report
City of Pascagoula
Healthy Hometown 2014
BCBSMSF-2014-008
March 15, 2016

Description of Budget Item	Budget Amount (Total = Grant Amount)	Actual Amount Expended	Variance over/(under)
Printing - Healthy Amenities Map	\$ 48.00	\$144.00	\$96.00
Healthy Hometown Celebration	\$ 650.00	\$185.60	\$(464.40)
State Law 3 Feet Bike Signs (10)	\$600.00	\$581.50	\$(18.50)
Share the Road Bike Signs (16)	\$600.00	\$655.20 (includes \$78.24 in freight charges)	\$55.20
Kayaks, Safety Kits, Spray Skirts	\$8,400.00	\$7,679.35 (includes \$500.00 in freight)	\$(720.65)
<i>Return of Kayak Skirts**</i>	<i>NA</i>	<i>(\$279.65)</i>	<i>\$0</i>
<i>Additional Kayaks & Freight***</i>			
Life Jackets	\$560.00	\$658.00	\$98.00
Paddles	\$700.00	\$869.88	\$(169.88)
<i>Additional Paddles***</i>			
<i>Youth Life Jackets and Children's Paddles **</i>	<i>NA</i>	<i>\$279.65</i>	<i>\$0</i>
<i>Kayak Trailer *</i>	<i>NA</i>	<i>\$2,360.00</i>	<i>\$0.00</i>
Inverted U Bike Racks	\$3,000.00	\$2,425.30 (includes \$520.30 in freight)	\$(574.70)
Sharrows	\$8,364.00	\$8,330.27	\$(33.73)
Healthy Hometown Event – Peddle, Paddle and Stroll	\$1,262.00	\$680.00	\$(582.00)
Healthy Hometown Flyer	\$816.00	\$408	(\$408)
Total	\$25,000.00	\$24,977.10	(\$22.90)

** Approved in 2-2-15 Budget Modification Request #1*

*** Approved in 6-4-15 Budget Modification Request #2*

**** Approved in 2-2-16 Budget Modification Request #3*

Blue Cross & Blue Shield of Mississippi Foundation
Final Financial Report
City of Pascagoula
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Variiances Explanations

Healthy Amenities Map – The budgeted amount for the Map was inadvertently underestimated. The \$48.00 amount included in the budget only accounted for 800 copies, which was the amount of maps distributed at the Health and Wellness Expo. There were actually 1,200 double sided color copies of the map printed. The City’s cost for color copies is .06 per copy. (2,400 x .06 = \$144.00)

Healthy Hometown Celebration – The quantity of healthy trail mix samples was overestimated. The City returned healthy trail mix ingredients to Sam’s Wholesale Club as well as snack bags to Walmart in the amount of \$464.40.

Bike Signs – The cost of the ten 3-Foot Bike Signs ordered in the amount of \$581. 00 was less than original budget estimates. The sixteen Share the Road Bike Signs were purchased at a cost of \$576.96. These the amounts and quantity changes for both the “State Law 3 Feet Minimum” bike signs and the Share the Road Bike Signs were accounted for in the February 2, 2015 Budget Modification #1.

Kayaks, Safety Kits and Spray Skirts – For the initial order, the City was able to save a significant amount of money per kayak by purchasing blemished boats which are structurally sound, but may have a slight color or decal variation. This resulted in a savings of \$2,517.65 for the Kayak, Safety Kits and Skirts Line Item. Budget Modification #3 approved the purchase of three additional kayaks. The cost was \$1,797.00 including shipping.

Seven Seals Coastal Touring Spray Kayak Skirts were returned because the desired sizes were not available which resulted in a savings of \$279.65. This was accounted for in the June 4, 2015 Budget Modification #2.

Life Jackets and Paddles – The cost of life jackets and paddles was initially overestimated which resulted in a savings of \$198.00. Budget Modification #3 approved the purchase of five additional paddles. The cost was \$169.88.

When the seven Seals Coastal Touring Spray Kayak Skirts were returned, four youth Life Jackets, two youth paddles and a \$7.89 shipping charge was exchange in the amount of \$279.65. This was accounted for in the June 4, 2015 Budget Modification #2.

Kayak Trailer – This item was not originally included in the budget; however, the purchase of the trailer was approved in the February 2, 2015 Budget Modification #1.

Inverted U Bike Racks - The cost of bike racks was overestimated in the budget. The savings for the fifteen bike racks that were ordered was \$574.70.

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Sharrows Installation - The cost for sharrows on the initial project budget was underestimated. The quantity of 204 was reduced to 139 sharrows to be installed. This resulted in a savings of \$33.73.

Healthy Hometown Event: Pedal, Paddle and Stroll – Many local business, clubs and Pascagoula residents contributed to the Event. The City hired a graphic designer for \$300 to create a logo for the event as well as print banners for \$380.

Healthy Hometown Flyer – The cost of the flyer was originally estimated to be printed on two sides at a cost of \$816; however, the flyer was only printed on one side (6,800 x .06) \$408.

Surplus of \$22.90 – The City was awarded \$25,000, and was able to accomplish its Healthy Hometown Goal for \$24,977.10.

Funding Sources Other than Blue Cross & Blue Shield of Mississippi Foundation

Names of Other Funding Sources: NA

Amounts Received: NA

Financial Certification Statement

I, Joe Huffman, City Manager, certify that the Blue Cross and Blue Shield of Mississippi Foundation Healthy Hometown Award Final Financial Report is true, complete and accurate to the best of my knowledge.

Joseph R. Huffman, City Manager



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Amendment #1 to Task Order with Compton Engineering for Drainage Improvements from Holland to Ingalls Avenue

Attach additional information as necessary

Action Requested:

Approve the attached amendment to the task order with Compton Engineering for design services fees. This amendment adjusts the agreement based on the actual scope of work and bid price based on the construction award made at the March 1, 2016 Council meeting. This project is funded through bond fund proceeds. Authorize the City Manager to execute the documents.

Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input checked="" type="checkbox"/>	General Fund
	<input checked="" type="checkbox"/>	Utility Fund
	<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



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

March 7, 2016

Ms. Jaclyn Turner, P.E., City Engineer
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: Drainage Improvements – Holland Street to Ingalls Avenue
(C.E. Job #: 213-008.008)

Dear Ms. Turner:

Please find attached two (2) originals of Amendment No. 1 to Task Order No. 008 (Rev-1) for your review and comment or approval. Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

attachments

PASCAGOULA

BILOXI

BAY ST. LOUIS

**AMENDMENT NO. 1 TO
TASK ORDER NO. 008 (REV-1)**

BETWEEN

CITY OF PASCAGOULA

AND

COMPTON ENGINEERING, INC.

THIS IS AN AMENDMENT made on _____ **TO THE TASK ORDER** made on August 6, 2014, between the **CITY OF PASCAGOULA**, P.O. Drawer 908, Pascagoula, Mississippi, 39568-0908 (**OWNER**), and **COMPTON ENGINEERING, INC.**, P.O. Box 686, 1706 Covent Avenue, Pascagoula, Mississippi, 39568 (**ENGINEER**).

OWNER and **ENGINEER**, agree with respect to the performance of professional engineering services by **ENGINEER** with respect to the Drainage Improvements along the east prong of Bayou Chico from 150' east of Holland Street to the south side of Ingalls Avenue for adding the basic services to complete *Design Services* and payment in accordance with terms and conditions included in the contract in place and the following amendments:

COST AND METHOD OF COMPENSATION

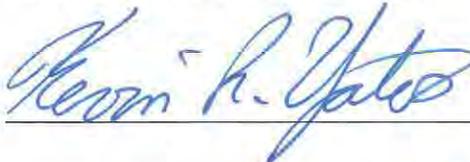
ITEM 3

3. CE shall provide design services as described in item 3 above for a fee based on a percentage of the construction cost off of the following fee curve (40/(log of the construction cost))%. The fee is **\$137,355.36** based on the cost of construction of **\$2,176,299.00**. The actual fee has been adjusted based on the actual bid price for the proposed drainage improvements according to the bid with this written amendment to this agreement.

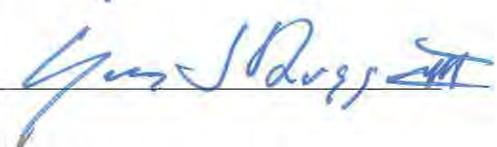
IN WITNESS WHEREOF, the parties hereto have made and executed this **Agreement** as of the day and year first written above.

OWNER:
CITY OF PASCAGOULA, MS

ENGINEER:
COMPTON ENGINEERING, INC.



WITNESS: _____

WITNESS: 

S:\Pascagoula\0-Projects\2013\213-008 COP Misc Services\008 Drainage Improvements Holland St to Ingalls Ave\Docs\Eng-Owner Agreement\Amendment No. 1 to Task Order No. 008 (Rev-1).doc



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

2016 Stormwater Consulting

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve the attached proposal to complete the City's Phase II Stormwater Program Implementation for 2016 and authorize the City Manager to execute documents. The scope of services and fee are consistent with our needs and previous years.

Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input checked="" type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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312 Hemphill Street
Hattiesburg, Mississippi 39401
www.AllenES.com

Phone 601.583.2182
Fax 601.583.2828

February 3, 2016

Mr. Dudley Broussard
City of Pascagoula
4011 14th Street
Pascagoula, Mississippi 39567

Re: City of Pascagoula Phase II Stormwater Program Implementation – 2016

Dear Mr. Broussard:

Allen Engineering and Science, Inc. (AllenES) is pleased to provide this proposal to you regarding the implementation of Pascagoula's Stormwater Management Program. As you are aware, the Phase II Stormwater Program is federally mandated and supported by an MDEQ Permit to the City of Pascagoula. The City must continue implementing the goals of the Stormwater Management Program and the approved Management Plan as mandated under the Clean Water Act.

AllenES would appreciate the opportunity to provide the implementation services associated with 2016 implementation of the Stormwater Management Plan to you.

SCOPE OF WORK

AllenES proposes to assist the City of Pascagoula with the implementation of the stormwater management program during the 2016 permit year by providing logistical support for tasks associated with each of the six minimum measures listed below:

- Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Stormwater Management
- Post Construction Stormwater Management
- Pollution Prevention and Good Housekeeping

Specific elements of the scope of work are detailed in the existing Management Plan and include but are not limited to the following: education of city employees, elected officials, and building contractors; conducting annual and semi-annual inspections of water quality within the city, facilitation of quarterly Task Force meetings, and assisting with other programmatic and administrative elements of the program. AllenES will also act as a liaison for the City of Pascagoula and the Mississippi Department of Environmental Quality when necessary. In addition, it is assumed that the City will begin operation under a renewed permit and revised management plan at some point in the 2016 calendar year. AllenES will assist the City in transitioning between the two plans and will work to maintain consistency in the program and implementation to the greatest extent possible.



For permit year 2016 (January 2016 - January 31, 2017), AllenES will:

- Assist the city with the following Public Education measures
 - Provide Growth Readiness Training to municipal officials.
 - Provide educational information for community outreach efforts.
- Assist the city with the following Public Involvement measures:
 - Facilitate stormwater task force meetings
 - Provide logistical support for the other public involvement activities as dictated by the currently in-force Stormwater Management Plan
- Assist the city with the following Illicit Discharge Detection and Elimination measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Provide training to municipal employees on the identification of and elimination procedures for illicit discharges and illegal connections.
 - Update storm sewer mapping for the City of Pascagoula.
 - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
- Assist the city with the following Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update developer/contractor training information for the Developer
 - Erosion and Sediment Control Packet/CD.
 - Provide training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
- Assist the city with the following Post Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update Post-Construction Database as new facilities are built.
 - Assist in the development of post-construction correspondence and educational materials.
 - Provide training to municipal employees on post-construction BMP inspection procedures.
- Assist the city with the following Pollution Prevention measures:
 - Update the Stormwater Pollution Prevention Plan as needed.
 - Provide training to municipal employees based on the Stormwater Pollution Prevention Plan and spill prevention and response plans.
 - Conduct inspections of municipal facilities identified in the Stormwater Pollution Prevention Plan.
- Complete and deliver the 2016 Annual Report to the MDEQ by January 28, 2017.

The scope of this proposal also includes inspections, inspection reporting and annual reporting in compliance with the stormwater permit held by the City of Pascagoula.

PROJECT SCHEDULE

AllenES will initiate the implementation tasks of the Stormwater Management Program work with client approval and will initiate implementation activities immediately upon submittal of the 2015 Annual Report due to MDEQ by January 28, 2016. The project objectives will be completed through January 31, 2017.

COST ESTIMATE

AllenES will perform the proposed scope of work related to the MS4 Program Implementation described above on a lump sum basis of \$16,500. Invoicing will be submitted monthly based on a percent of work completed during the monthly billing cycle. The proposed costs also do not include services related to anticipated MDEQ/EPA monitoring requirements. At a point in which we are all fully knowledgeable of



these pending requirements and the level of effort required, AllenES will discuss with the City additional fees that may be necessary to assist with this component of program implementation.

A breakdown of the proposed costs is as follows:

- 2016 Program Implementation: \$16,500

AllenES appreciates the opportunity to submit this proposal to you. Please give me a call at (601-583-2182) if you have any questions. We look forward to assisting you with this project.

Very truly yours,

Allen Engineering and Science
Jay C. Estes, AICP
Senior Principle Planner

Authorization

Please sign and date in the space provided below if this proposal is acceptable.

The effective date of this project will be the authorization date below. Please return a signed copy to us upon authorization. You may fax the signed authorization back to us at (601) 583-2182 or you may email the signed authorization to jestes@allenes.com.

Authorized by: _____

Signature: _____

Title: _____

Attest (if necessary): I _____

Date: _____ 2016



Agenda Number: 18

AGENDA ITEM REQUEST FORM

Meeting Date: 3/15/2016

Submitting Department or Individual: MIS

Contact Name: Stephen Newell

Phone: (228)366-1554

Agenda Topic: TekLinks TekConnect Internet - Telephone Upgrade

Attach additional information as necessary

Action Requested:

Authorize City Manager to sign quote from TekLinks for the purpose of upgrading to their TekConnect 250 Mb/s Metro-Ethernet Internet service and SIP voice service plus T1 backup for a total monthly recurring charge of \$3.871, before taxes, fees and surcharges. All setup and installation fees have been waived other than a port fee of \$1,680 to move our phone numbers. This service will replace our existing 100 Mb/s Metro-Ethernet Internet / PRI voice service from EarthLink, which is currently averaging \$2,500/month. We are switching primarily due to Earthlink's inability to accommodate our billing requirements (they've cut our service off or have threatened to cut our service off many times due to being beyond 30 days) and due to less than adequate technical support when we've experienced technical problems. Please see attached documentation for further details.

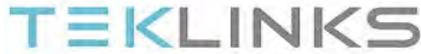
Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/> General Fund
Contract Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature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

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Physical Address:

201 Summit Parkway
Homewood, AL 35209
Phone: 205.314.6600
Fax: 205.940.9067



www.teklinks.com

Remittance Address:

TekLinks, Inc.
PO Box 830674
MSC #703
Birmingham, AL 35283

Date: 02/09/16

Quote #: AAAQ83421

Sales Rep: DMcCarty

Quote To:

City of Pascagoula
Stephen Newell
603 Watts Avenue

Pascagoula MS 39567

Phone: (228) 762-1300

Qty	Description	Unit Price	Ext. Price
	TekConnect		
	Birmingham, 35242		
1	TekConnect 250M Ethernet Connectivity 611 Live Oak Ave. Pascagoula, MS 39567	\$1,500.00	\$1,500.00
1	TekConnect 250M Internet Access	\$675.00	\$675.00
1	TekConnect 1.5M Full Internet T-1 603 Watts Ave. Pascagoula, MS 39567	\$500.00	\$500.00
1	TekConnect 250M Managed Router	\$145.00	\$145.00
1	TekConnect T-1 Fully Managed Router	\$75.00	\$75.00
	TekConnect MRC		\$2,895.00
	TekVoice		
23	TekVoice SIP Trunk 611 Live Oak Ave. Pascagoula, MS 39567	\$16.00	\$368.00
	Includes Local Calling Domestic 48 Long Distance 3 Cents Per Minute		
240	DID Number *TekLinks supports T.38 Fax Codec on Fax over SIP Transmissions. If your fax machine does support T.38 you may need to excluded that service from any SIP conversion.	\$0.50	\$120.00
23	TekVoice SIP Trunk 603 Watts Ave. Pascagoula, MS 39567	\$16.00	\$368.00
	Includes Local Calling Domestic 48 Long Distance 3 Cents Per Minute		
240	DID Number	\$0.50	\$120.00

Qty	Description	Unit Price	Ext. Price
	*TekLinks supports T.38 Fax Codec on Fax over SIP Transmissions. If your fax machine does support T.38 you may need to excluded that service from any SIP conversion.		
3,000	TekVoice Free Monthly Long Distance Minutes (1500 Free LD Minutes Per Month)	\$0.00	\$0.00
	TekVoice MRC		\$976.00
	Total MRC Excluding Taxes, Fees and Surcharges		\$3,871.00
480	TekVoice LNP Fee	\$3.50	\$1,680.00

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Service Agreement ("MSA") with TekLinks, (ii) hereby incorporates by reference the pertinent Service Agreement(s) as referenced at <http://www.teklink.com/content.asp?id=621438>, (iii) applies only to the Services or products covered by this Quote and not to Services or products covered by any other quote, statement of work or order under the MSA, and (iv) does not amend or supplement the terms of the MSA. This Quote, the MSA, Service Agreement and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MSA.

The prices outlined in this Quote are valid for no more than sixty (60) days from the date the Quote was issued (the "Quotation Life"). At the end of Quotation Life, a new Quote must be issued in order to proceed with purchase of Services.

The Term of this Agreement shall begin on the Service Activation Date (as defined in the Service Agreement) and, unless sooner terminated as provided herein, shall continue until the later of three (3) years after the Effective Date (the "Initial Term") and the expiration of any Renewal Term (as hereinafter defined). After the expiration of the Initial Term or any Renewal Term, and provided that neither party has given the other written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Initial Term or such Renewal Term, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term" and together with the Initial Term, the "Term").

Either party (the "Terminating Party") may terminate this Agreement effective upon the delivery of written notice to the Defaulting Party on the occurrence of an Event of Default as set forth in the MSA. Customer may terminate this Agreement for convenience upon sixty (60) days' prior written notice to TekLinks ("Termination for Convenience").

Upon termination of this Agreement for any reason, Customer shall be obligated to pay all amounts due and owing to TekLinks for Services performed in accordance with this Agreement up to the effective date of termination, and if fees or costs are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro rata portion thereof up to the effective date of termination. If TekLinks effects a termination for Customer's Event of Default, or if Customer effects a Termination for Convenience, then Customer shall pay to TekLinks on demand an amount equal to the sum of all fees for Services through the remainder of the Term that would have been paid had the Agreement not been terminated (such sum being the "Termination Fees"). Requests for Termination for Convenience by Customer should be submitted via email to hosting@teklinks.com. Upon termination, Customer will no longer have access to, or be able to use the Services except as TekLinks may allow to facilitate Customer's move to another service. Upon termination of this Agreement, Customer, at its expense, is responsible for uninstalling and returning to TekLinks any Service Software previously installed on Customer's system for use with the Service and for returning to TekLinks any TekLinks Equipment located at Customer's location. If requested by TekLinks, Customer shall provide TekLinks with access to Customer's location to repossess all TekLinks Equipment. Payments owed by Customer to TekLinks for TekLinks Equipment shall continue under the applicable Quote until such time as all TekLinks Equipment has been returned to or repossessed by TekLinks.

In connection with the termination or expiration of the Agreement, TekLinks shall (i) reasonably cooperate with Customer to minimize any adverse effect on Customer, its Affiliates or their respective customers arising out of termination of the Service, (ii) assist Customer, at Customer's cost and expense, with deinstallation and removal of any of Customer's Equipment located at a TekLinks location, and (iii) perform those other obligations set forth in this Agreement to be performed by TekLinks upon the termination or expiration of this Agreement; provided, however, if there is a termination for Customer's Event of Default, or a Termination for Convenience by Customer, TekLinks' obligations under this paragraph shall be conditioned on the prior payment by Customer of all Services Fees and Termination Fees due and payable to TekLinks under this Agreement.

TekLinks shall deliver to Customer a monthly invoice for Services Fees. Each invoice will include the Service Fees owed for the following calendar month, including fees related to any adjustments to the Service. A separate invoice will be issued monthly for (1) any known Expenses for which Customer is responsible under the terms of the Services Agreement, and (2) any other applicable charges or fees due and payable for the immediately preceding month and other preceding months.

IN WITNESS WHEREOF, the parties have caused this Quote to be executed by their duly authorized officers on the date set forth below.

Customer Signature _____

TEKLINKS, INC.

Print Name _____

Signature _____

Title of Representative _____

Title of Representative _____

Date _____

Date _____



CUSTOMER NOTICE AND ACKNOWLEDGMENT OF 911 AND E911 SERVICE LIMITATIONS

Dear Customer:

PLEASE READ THIS NOTICE CAREFULLY AND ACKNOWLEDGE YOU UNDERSTAND BY SIGNING THIS FORM AND RETURNING THE SIGNED COPY TO TEKLNKS INC.

BY DELIVERING THIS NOTICE TEKLINKS INC EXPECTS THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THRU TEKLINKS CALLING SERVICES. IF YOU HAVE ANY CONCERNS REGARDING THIS NOTICE YOU MAY CONTACT TEKLINKS AT YOUR CONVENIENCE.

TekLinks VoIP service cannot offer 911 or E911 emergency calling in the same manner as traditional telecommunications services for a telephone company does. While IP technology provides numerous technological advantages, it also has inherent limitations when it comes to service availability and E911 call routing.

The limitations detailed below are applicable to all TekLinks calling services. Customer agrees to inform all users of TekLinks calling services of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer acknowledges and agrees to inform all employees, guests, and other third persons who may use TekLinks calling services of the

1. 911 Service Will NOT WORK If You Experience A Power Outage Or An Outage Or Any

Network Disruption:

Outages in your electricity and problems with your connection, including network congestion, will disrupt any TekLinks calling service and you will not be able to use it for 911 emergency calling. If you have a service outage due to a suspension of your account due to billing issues for any other reason, you will not be able to use TekLinks calling services for any calls, including emergency or 911 calls.

2. You May Not Be Able to Reach the Correct Emergency Services If You Have a Telephone Number That Does Not Match Your Actual Geographic Location:

All 911 Services will only be available in the location associated with the particular TekLinks assigned direct-inward-dial (DID) telephone number assigned to the Customer. For Basic 911 Services or E911 to be accurately routed to the proper emergency call center, the Customer must provide a TekLinks assigned DID or a DID ported to TekLinks as the call back telephone number for all 911 calls. Additionally, if you are using the service in one particular area that has a certain area code but you are using a telephone number with a different area code, when you dial 911 you may not be able to reach emergency personnel. Even if you do reach emergency personnel, you may not be calling the personnel near your actual location and the personnel may not be able to transfer your call or respond to your emergency.

3. You May Not Be Able to Reach The Correct Emergency Service If You Register An Incorrect Service Address:

Customer further acknowledges that failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, the customer recognizes that use of any TekLinks calling service from a location

other than the location to which such service was ordered, i.e., the “primary registered address,” may result in Basic 911 or E911 calls being routed to the incorrect local emergency provider.

4. You May Not Be Able to Reach the Correct Emergency Service if You Move your Phone to a Location Different From the Address You Initially Registered:

It is important that you register your location every time you move the equipment associated with your TekLinks calling services. If you move your TekLinks equipment to another location without registering, when you dial 911, you may not be able to reach any emergency personnel near your actual location and these emergency personnel may not be able to transfer your call or respond to your emergency.

5. You May Not Be Able to Reach the Correct Emergency Services If You Fail to Register Your New Location or Call 911 Within 48 Hours of Updating Your Location:

It is important that you register your location every time you move the equipment associated with your TekLinks calling service. When you change your location it may take up to 48 hours for your location change to be reflected in our records. During that time you may not be able to reach any emergency service provide or the correct emergency services by dialing 911 with TekLinks calling services.

BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT:

YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 911 AND E911 EMERGENCY SERVICES AVAILABLE THROUGH THE TEKLINKS CALLING SERVICES.

Any obligations that may be imposed by Federal and State law on operators of private Branch exchange or multiline telephone systems are obligations imposed on you, the Customer and NOT on TekLinks Inc.

TekLinks calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions and if this situation ever changes you will discontinue the use of TekLinks calling services.

I have read and understand the above information regarding the limitations on the 911 and the E911 emergency services available through TekLinks service.

Customer Name (please print) _____

Customer Signature _____

Date _____

Account Name _____

Primary Phone Number _____

Master Service Level Agreement

This Master Service Level Agreement (“Master SL Agreement”) sets forth certain of the terms and conditions under which TekLinks, Inc. (“TekLinks”) will supply certain services (the “Services”) to the customer (“Customer”) named on the services quote, statement of work or purchase order (each, an “Order”). In each case, the Services will be governed by the applicable Service Agreement(s) incorporated into the Order (each, a “Service Agreement”), and the Master Terms and Conditions that are incorporated into every Order (the “Master Terms”). In the event of a conflict involving the terms and conditions of this Master SL Agreement and those of either a Service Agreement or the Master Terms, to the extent of such conflict: (a) the terms and conditions of the applicable Service Agreement will control over those of this Master SL Agreement and the Master Terms; and (b) the terms and conditions of this Master SL Agreement will control over those of the Master Terms. With respect to each Service, the applicable Order, the related Service Agreement, the Master Terms, this Master SL Agreement, and any other writing that by its terms is intended to be made a part of any such Order shall collectively constitute an independent and separate contract between the parties for such Services (and shall be referred to separately as an “Agreement”). The duration of the Initial Term of any Agreement will be set forth in the applicable Order or Service Agreement.

While this Master SL Agreement provides certain service level agreements and other general terms and conditions for all Services (“Master SLAs”), TekLinks may also provide specific service level agreements and support services terms (“Specific SLAs” and collectively with Master SLAs, the “SLAs”) for each Service in the applicable Service Agreement.

1. Defined Terms

Certain terms used in this Master SL Agreement are defined in Section 7. Definitions. Capitalized terms used in this Master SL Agreement without being defined herein have the respective meanings set forth in the Master Terms.

2. Service Commitment

TekLinks is committed to providing Services to Customer at a level of excellence consistent with the best practice within TekLinks’ industry. Service uptime and availability are of the highest importance to TekLinks, and the service level agreements set forth in this Master SL Agreement and in any specific Service Agreement reflect TekLinks’ performance and Services goals.

3. Service Delivery

A. General

The Service Agreement for each Service will explain the specifics of how that Service will be delivered and will set forth any Specific SLAs that will apply to such Service. It is Customer’s responsibility to ensure that all Users’ computers are able to connect to the applicable Service and are configured properly. This includes but is not limited to ethernet switches, ethernet cabling, workstations, servers and Operating Systems.

B. Installation

Upon receipt of the signed Order, TekLinks will contact Customer and coordinate the installation of the Service. If additional configuration work is required due to limitations of the Customer System or other server/application requirements, TekLinks will promptly advise Customer of the anticipated additional expenses for such additional work. Customer will be responsible for all such additional expenses as are mutually agreed in writing by the parties. Customer shall be responsible for any travel expenses reasonably incurred by TekLinks in the course of providing onsite installation services.

C. Service Upgrades & Modifications

Unless otherwise provided in the applicable Service Agreement, TekLinks may replace or upgrade any Service upon thirty (30) days' prior written notice to Customer, provided that no such upgrade will diminish or limit any of the SLAs applicable to such Service prior to such upgrade. TekLinks shall implement each such upgrade during a Maintenance Window or pursuant to a timeline mutually agreed by the parties.

4. Service Support

A. Authorized Contacts

TekLinks will accept requests for configuration information or changes in Services only from Customer's Primary Technical Contact and may do so via e-mail or phone. Customer is responsible for ensuring contact information for its Primary Technical Contact and any other Authorized Contact is current and accurate.

B. Support/Helpdesk

- (1) **TekLinks Technical Support:** Throughout the Term of each Service Agreement, TekLinks will maintain, operate and make available to Customer a program for supporting the functionality of TekLinks Services ("Technical Support"), including without limitation network monitoring, trouble ticket resolution, and fault isolation up to the termination point of TekLinks Equipment used to provide Services. Some components of Technical Support will be available to Customer twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year; as provided herein. TekLinks Technical Support includes (a) "Support Desk"; (b) "After-Hours Support"; (c) "Remote Support"; and (d) "Hands-On Field Support", as each is further described below. All times set forth below describing availability of Technical Support are Central Time.
- (2) **Communications Between Customer and TekLinks Technical Support:** TekLinks Technical Support will accept telephone calls, fax messages and e-mail messages (each, a "Support Call") from any Customer representative reporting trouble or an outage of any Service or any related hardware or software Managed by TekLinks (each, an "Incident"). TekLinks will open a trouble ticket for each Incident described in each Support Call (a "Trouble Ticket") and will record on such Trouble Ticket the Incident Priority, each step undertaken and each communication attempted or completed in furtherance of the resolution of the Incident. TekLinks will categorize each Incident by Impact and Severity and will assign to each Incident an Incident Priority.

"Incident Priorities" are assigned based on the Impact and Severity rating derived directly from Customer input. The following Incident Priorities correspond to the following response levels: 1 – Emergency Response; 2 - Urgent Response; and 3 - Normal Response.

		Impact		
		HIGH	MEDIUM	LOW
Severity	HIGH	1	2	3
	MEDIUM	2	3	3
	LOW	3	3	3

If TekLinks Technical Support reasonably determines that its response to a Support Call from a Customer representative other than Customer's Primary Technical Contact may cause a material disruption or change to the Service, TekLinks may delay such response until it can verify or confirm the Incident with Customer's Primary Technical Contact. TekLinks Technical Support will accept requests for changes to, or technical information about, a Service from Customer's Primary Technical Contact only. TekLinks will not be required to perform any activity requested by Customer that TekLinks believes in good faith may have a material adverse effect on or materially changes any TekLinks Service or

systems. Support Calls initiated by other than an Authorized Contact will not be subject to SLA response times or remedies unless and until confirmed by Customer's Primary Technical Contact.

TekLinks will send Customer a notice of Incident resolution and will close the Trouble Ticket unless Customer objects to such closure within one (1) business day after receipt of the notice. All communications between Customer and TekLinks Technical Support will be in the English language.

- (3) Support Desk:** TekLinks will cause the Support Desk to be staffed with live technicians to receive and respond to Support Calls Monday through Friday from 7:30 a.m. to 6:00 p.m. ("Support Desk Hours"). TekLinks technicians will respond promptly to Support Calls, open and update Trouble Tickets as appropriate, and attempt to resolve the Incident by telephonic or online troubleshooting using Remote Support where possible. Support Desk technicians will be accessible at hosting@teklinks.com.
- (4) Remote Support:** TekLinks will make Remote Support for TekLinks Services available at no additional charge during Support Desk Hours. Whenever possible, TekLinks Technical Support technicians will use Remote Support to resolve Incidents. Remote Support requires connectivity to the Device and may require a web browser.
- (5) After-Hours Support:** Outside Support Desk Hours, and so long as Remote Support is possible and feasible, TekLinks will make After-Hours Support available at no additional charge for receiving and responding to Support Calls with Incident Priorities of Urgent Response and Emergency Response only. If After-Hours Support is requested for Normal Response Incidents, TekLinks reserves the right to bill Customer for such After-Hours Support at its then current hourly rate for TekLinks Technical Support, chargeable in six (6) minute increments, plus reasonable out-of-pocket expenses.
- (6) Escalation to Hands-On Field Support:** If TekLinks Technical Support determines in its sole discretion that Remote Support is not possible or feasible for a reported Incident, including, without limitation, the occurrence of some event or circumstance that requires the repair, modification, or replacement of any Customer Equipment located at Customer's premises that is Managed by TekLinks for Services, TekLinks Technical Support will classify the Incident as a Hands-On Field Support Incident. TekLinks technicians will notify Customer's Primary Technical Contact promptly upon making a determination that an Incident will be classified as a Hands-On Field Support Incident (an "Escalation Notice"). Upon Customer's Primary Technical Contact's receipt of an Escalation Notice, Customer will have the right to request that all further troubleshooting or work on the Incident be halted and that the Trouble Ticket be closed, without charge (or further charge) to Customer (a "Ticket Cancellation"). If Customer does not notify TekLinks of a Ticket Cancellation, Customer assumes all responsibility for the costs of escalation of the Support Call to Hands-On Field Support Incident status.
- (7) Hands-On Field Support:** TekLinks will use all commercially reasonable efforts to provide Hands-On Field Support twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year. The parties agree that all (a) engineering design services; (b) carrier technologies (MPLS, VPLS, AtoM); and (c) Customer Equipment replacement, repair or upgrade will be performed as Hands-On Field Support. Notwithstanding the foregoing, however, during any warranty period for Customer Equipment, any repair (whether onsite at Customer's premises or otherwise) is the responsibility of the manufacturer, and Customer will arrange for warranty support directly with the manufacturer unless the Customer Equipment is Managed by TekLinks. If requested by Customer during a warranty period, however, even if it is not Managed by TekLinks, TekLinks may assign a Field Engineer to provide Hands-On Field Support, including arranging with the manufacturer for warranty support and testing the Customer Equipment once support has been provided.

TekLinks makes no warranty of response time for Incidents requiring Hands-On Field Support but will use all commercially reasonable efforts to provide a qualified Field Engineer for such purpose in a timely manner. Each Hands-On Field Support Incident shall include a minimum charge of one (1) hour of TekLinks time and thereafter shall be chargeable to Customer in six (6) minute increments. Unless

expressly set forth to the contrary in a Service Agreement for a Service, no free Hands-On Field Support is included with any Service. Hands-On Field Support is available at hourly, block or emergency rates.

Unless a block or emergency rate is separately agreed upon in the Order, Customer agrees to pay for Hands-On Field Support at TekLinks' current hourly rate for TekLinks Technical Support chargeable in six (6) minute increments. Customer acknowledges and agrees that, in the event the resolution of an Incident requires Hands-On Field Support, Customer will be responsible for on-site cooperative testing with TekLinks Technical Support to assist in the diagnosis and correction of such Incident.

Except as expressly set forth in the Master Terms, Hands-On Field Support services do not include any warranty or representation with respect to support, and TekLinks expressly disclaims any warranties related to hardware replacement, software replacement, programming assistance, project management, additional product features or other components of Hands-On Field Support services.

C. Configuration Changes

If expressly provided in the applicable Service Agreement or Order, TekLinks will provide Configuration Change Services as described in this Section. "Configuration Changes" include, without limitation: (a) Internet protocol (IP) changes (e.g., routing, renumbering); (b) ACL modifications; and (c) account administration as reasonably necessary to support the optimal functionality of the Services. If TekLinks determines that a Configuration Change should be performed as a Hands-On Field Service for which Customer will incur additional charges, TekLinks will not implement such Configuration Change unless TekLinks first provides a verbal or written estimate of the cost associated with such work. Any dispute between TekLinks and Customer regarding whether a Configuration Change will be allowed as part of the Service Fees or will be performed as a Hands-On Field Service for which Customer will incur additional charges will be resolved in accordance with the dispute resolution provisions of the Master Terms. Configuration Changes do not include engineering design services, carrier technologies (MPLS, VPLS, AtoM), or Equipment replacements or upgrades, which always will incur additional charges. Configuration Changes are available only on Managed Devices located in a TekLinks facility or TekLinks Equipment deployed at Customer's premises that is Managed by TekLinks. TekLinks has the sole right to determine whether or not to implement any Configuration Change requested by Customer.

D. Maintenance

(1) Scheduled Maintenance: TekLinks will use its best efforts to perform all Maintenance within the weekly "Maintenance Window" that commences on Thursday at 9:00 p.m. and ends on Friday at 5:00 a.m. "Scheduled Maintenance" means any Maintenance or change performed or to be performed during a Maintenance Window. Scheduled Maintenance also includes any Maintenance to be performed by TekLinks at Customer's request, whether or not performed during a Maintenance Window. Customer understands and agrees that during the performance of Scheduled Maintenance, restore operations and Backup operations will not be available. With respect to all planned major changes that could cause disruptions in any Services, not less than two (2) weeks in advance of the applicable Maintenance Window, TekLinks will: (1) provide notice of such changes to Customer by email; and (2) post notice of such changes to the online TekLinks Maintenance Calendar located at <http://www.teklinks.com>. Except as expressly provided in this Section, TekLinks will not be required to provide Customer with any notice of Scheduled Maintenance to be performed during a Maintenance Window. SLAs will not apply during any Scheduled Maintenance.

(2) Emergency Maintenance: TekLinks may perform Maintenance at times other than during a Maintenance Window or such time as is requested by Customer if, but only if, TekLinks has first determined in its commercially reasonable judgment that, in order to prevent a Material Adverse Effect, it would be unreasonable to defer or delay such Maintenance until the next regularly scheduled Maintenance Window ("Emergency Maintenance"). If feasible under the circumstances, TekLinks will use commercially reasonable efforts to provide Customer with twenty-four (24) hours' prior written

notice of the performance of Emergency Maintenance. SLAs will apply during any Emergency Maintenance.

- (3) Service Outages; Notices:** TekLinks will notify Customer's Primary Technical Contact by e-mail or telephone not less than fifteen (15) minutes after the start of a Service Outage. Customer may designate one (1) additional Authorized Contact to receive telephonic and e-mail notices of Service Outages. In providing any notices contemplated by this Section, TekLinks may rely on the latest contact information in its records for Customer's Primary Technical Contact or other Authorized Contract until such time as TekLinks has actually received updated contact information from Customer in writing. TekLinks is not responsible for its inability to provide notice if Customer has failed to provide current contact information.

E. Support Limitations

TekLinks Technical Support will not be responsible for end-user support of issues not directly related to a TekLinks Service. This includes (but is not limited to) Customer systems, Customer equipment (unless the same is Managed by TekLinks), Customer application support, and requests for assistance related to Customer sales or presales activities, such as completing RFPs.

5. Equipment

A. General

Customer may purchase or lease from TekLinks Equipment necessary to utilize the Services. Any such purchase or lease will be set forth in an Order.

B. Equipment Requirements

- (1) Required Equipment and Compatible Equipment:** TekLinks will identify the specific Equipment required for use with each Service in the respective Order (the "Required CE"). TekLinks will provide Customer a list of Equipment for purchase or lease that is compatible with the Required CE, provided that TekLinks may modify such list of compatible Equipment at any time from time to time. TekLinks agrees that it will support all Required CE acquired by Customer and included on its list of compatible Equipment in accordance with this Master SL Agreement ("Supported Equipment") and the Equipment Order.
- (2) End-of-Sale Equipment:** TekLinks reserves the right to classify previously Supported Equipment as "End-of-Sale." When TekLinks has classified previously Supported Equipment as End-of-Sale Equipment, TekLinks will no longer sell or lease such Equipment to Customer even if Customer previously purchased identical previously Supported Equipment. TekLinks will fully support End-of-Sale Equipment for not less than twelve (12) months following its classification as End-of-Sale Equipment.
- (3) End-of-Life Equipment:** TekLinks reserves the right to reclassify any End-of-Sale Equipment as End-of-Life Equipment at any time following twelve (12) months after such Equipment had been first classified as End-of-Sale Equipment. When TekLinks has reclassified End-of-Sale Equipment as End-of-Life Equipment, TekLinks will no longer sell, lease, or support such Equipment. TekLinks will give Customer not less than sixty (60) days' prior written notice of its intent to reclassify any Equipment as End-of-Life Equipment. If Customer has Equipment that has been classified as End-of-Life Equipment TekLinks reserves the right to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. TekLinks does not relinquish this right even if Equipment was sold to Customer by TekLinks.

C. Equipment Configuration

Customer is responsible for all Customer Equipment configuration changes requested or implemented by Customer and not specifically outlined in this Master SL Agreement, any Order, or any Service Agreement. Customer is responsible for any Customer Equipment modifications necessary to accommodate a Service.

D. Equipment Failure/Hardware Replacement

Unless a Vendor's warranty applies or Customer has purchased for Customer Equipment a warranty, extended warranty or other similar arrangement from TekLinks, Customer is responsible for and will cover the cost of any failure of Customer Equipment. No such failure of Customer Equipment will excuse Customer's performance under any Service Agreement or Order.

TekLinks is responsible for and will cover the cost of the maintenance or replacement of its Back-End Infrastructure hardware and components. In the event of a failure of such hardware or hardware components, TekLinks will provide replacements from TekLinks' inventory, if available. If replacement hardware is not available in TekLinks inventory, TekLinks will arrange for replacements from the Vendor and TekLinks will not be excused from any failure to meet SLAs by which TekLinks is bound under this Master SL Agreement or any Service Agreement.

6. Service Level Agreements

A. General

The Services will be subject to the SLA obligations, requirements, and standards ("SLA Goals") set forth in this Section, and Customer may be entitled to credits ("SLA Credits") if TekLinks fails to meet the applicable SLA Goals. TekLinks understands and agrees that Customer's losses incurred as a result of TekLinks' noncompliance with certain SLA Goals would be difficult or impossible to calculate. Accordingly, the parties agree that the SLA Credits are a reasonable estimate of damages for any such noncompliance and not a penalty. Customer must at all times cooperate with TekLinks in testing, determining, and verifying that a qualifying Service Outage or a deterioration or degradation of Services has occurred. TekLinks will initially determine, in its commercially reasonable discretion, whether a Service Outage has occurred and an SLA Credit is due to Customer. Any dispute between TekLinks and Customer regarding whether a Service Outage has occurred or whether an SLA Credit is due to Customer will be resolved in accordance with the dispute resolution provisions of the Master Terms.

B. SLA Credit Request Process and Limitations

In order to receive SLA Credits, Customer's Primary Technical Contact must immediately notify TekLinks Technical Support of an Incident with a TekLinks Service that results in a Service Outage or the interruption, deficiency, degradation, delay of, or other inability of Customer to access, the Service (collectively, a "Service Degradation"). A Service Outage or Service Degradation does not include Customer's inability to access such Service for any period during which Scheduled Maintenance is being performed.

TekLinks Technical Support will open a Trouble Ticket, investigate the Incident and inform Customer whether the Incident is a Service Outage or Service Degradation for which Customer may be entitled to a SLA Credit. Customer may submit a written request to TekLinks Technical Support not later than thirty (30) days following receipt of such notice to issue the SLA Credit. The appropriate SLA Credits to be reflected on Customer's bill for the Service within the next two (2) succeeding billing cycles.

In any calendar year, Customer's aggregated SLA Credits may not exceed, for any Service, an amount equal to three (3) months' of Monthly Service Fees for the affected Service. In any billing month, SLA Credits may not exceed, for any Service, fifty percent (50%) of the Monthly Service Fee for the affected Service for such month.

For purposes of calculating SLA Credits under this Section, the "Monthly Service Fee" will mean the monthly recurring charge for such Service as reflected on Customer's monthly invoice from TekLinks, excluding, in all cases: (a) all one-time charges; and (b) the monthly recurring charge attributable to TekLinks Equipment for such Service. SLA Credits are exclusive of any applicable Taxes charged to the Customer or collected by TekLinks.

C. Global SLA Exclusions

SLA Goals will not apply with respect to, and TekLinks will not be responsible for failure to meet an SLA Goal resulting from:

- (a) Misconduct of Customer or the Users of a Service;
- (b) Failure or deficient performance of electrical power, Customer Equipment, or services or systems not provided by TekLinks;
- (c) Delay solely caused or requested by Customer;
- (d) Services Outages or Service Degradations due to any access lines, cabling or equipment provided by third parties not under TekLinks' control;
- (e) Services Outages or Service Degradations during any period in which TekLinks or its representatives are not afforded access to Customer's premises where access lines associated with Service are terminated or TekLinks Equipment is located;
- (f) Services Outages or Service Degradations during any period when a hardware component required for a Service is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer Order, or by Customer's staff;
- (g) Contrary to TekLinks' recommendation, Customer's election not to release a hardware component required for a Service for testing or repair and, instead, to continue using the hardware component;
- (h) Force Majeure Events as described in the Master Terms;
- (i) Customer's failure to provide a suitable secure environment for Customer Equipment required for a Service, including, but not limited to, secure mounting and racking and appropriate cooling and air handling;
- (j) Services Outages or Service Degradations caused by Customer Equipment, configuration, routing event, or technology not Managed by TekLinks; and
- (k) Customer's failure to adhere to any material TekLinks-recommended configurations on Customer Equipment not Managed by TekLinks.

In addition, SLA Credits will not apply: (i) if Customer is entitled to other available credits, compensation or remedies from TekLinks under the applicable Service Agreement for the same Service Outage or Service Degradation; (b) to Service Outages or Service Degradations not reported or confirmed by Customer's Primary Technical Contact to TekLinks; (c) where Customer reports a Service Outage or Service Degradation, but TekLinks after diligent, good faith effort cannot confirm such Service Outage or Service Degradation; and (d) when (but only to the extent) the Service with respect to which a Service Outage or Service Degradation is reported depends on another Service that subjects TekLinks to a less onerous SLA Goal.

If Customer elects to use another provider or method to restore Service during the period of a Service Outage or Service Degradation, Customer must pay the charges of such other provider for the alternative Service used.

D. SLA Classifications and SLA Goals

The following Service Availability and Service Performance SLA Goals and SLA Credits are applicable unless a Service Agreement expressly makes them inapplicable to a Service. Other SLA Goals and any applicable SLA Credits tied to such SLA Goals are set forth in each Service Agreement, if applicable.

Service Availability SLAs

“Service Availability” SLAs will apply only to Service Outages with respect to which a Service is completely unavailable. If TekLinks Technical Support confirms that the Service is one hundred percent (100%) unavailable, the Service Outage will be categorized as a Service Availability Incident and all SLA Credits and other remedies applicable to Service Availability will apply. Any SLA Credits and remedies not specifically defined as associated with Service Availability will not apply to the applicable Service Availability Incident. Any dispute between TekLinks and Customer regarding the classification of a Service Outage as a Service Availability Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Goal	Remedy
99.99% availability ~ 4.32 minutes downtime monthly	Each hour or portion thereof that a Service is unavailable above the SLA Goal qualifies Customer for a credit of five percent (5%) of Monthly Service Fee up to a maximum of fifty percent (50%) of Monthly Service Fee for affected Service.

Service Performance

“Service Performance” SLAs will apply to Service Degradations. If TekLinks Technical Support determines that the Service is available albeit with performance degradation, the Incident will be categorized as a Service Performance Incident and all SLA Credits and other remedies applicable to Service Performance will apply. Any SLA Credits or remedies not specifically defined as Service Performance SLAs will not apply to the Incident. Service Performance SLA Credits will not be allowed more than once for any one specific Service Performance Incident. Any dispute between TekLinks and Customer regarding the classification of a Service Outage as a Service Performance Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Other SLAs

The following SLA Goals, if applicable, and any corresponding SLA Credits, if any, apply whenever a specific SLA Goal specified in a Service Agreement has not been met. Notwithstanding any provision in this Master SL Agreement, the Master Terms, or any Service Agreement to the contrary, such SLA Credits may qualify for consideration even when Service Availability or Service Performance SLA Credits are requested against the same Service Outage or Service Degradation.

Initial Incident Response

The “Initial Incident Response” SLAs will be measured from the time Customer places a Support Call to TekLinks Technical Support to the time TekLinks Technical Support responds with respect to the underlying Incident by either telephone or e-mail. Resolution of the Incident will not be considered to be part of this SLA Goal.

Incident Priority	Goal
1: Emergency Response	1 hour
2: Urgent Response	2 hours
3: Normal Response	24 hours

Incident Resolution / Service Repair Objective

The “Incident Resolution / Service Repair Objective” SLAs will be measured from the time Customer places a Support Call to TekLinks Technical Support to the time the underlying Incident has been resolved or a suitable workaround is in place to restore the affected Service substantially to its normal performance. The Incident Resolution / Service Repair Objective SLA will be measured on an Incident-by-Incident basis and is stated as the Mean Time to Recovery (“MTTR”) of the affected Service.

Incident Priority	Goal
Emergency Response	4 hours (6 hours for TekLinks Equipment located at Customer’s premises)
Urgent Response	8 hours
Normal Response	48 hours

Equipment Replacement

The “Equipment Replacement” SLA is measured as the MTTR of the affected Equipment. In the event of a failure of Equipment or components provided by TekLinks, if any, the MTTR will be determined by the associated Incident Priority assigned by TekLinks. If the replacement Equipment is not readily available from TekLinks inventory, MTTR begins at the time TekLinks takes possession of said replacement Equipment. For Customer Equipment, MTTR starts at such time TekLinks receives the replacement Equipment from Customer and/or Vendor.

Monitoring

The “Monitoring” SLA is measured from the time a Service Outage is detected by TekLinks Monitoring systems until such TekLinks Technical Support reports such Service Outage to Customer by telephone or e-mail. The Monitoring SLA will be met when Customer’s Primary Technical Contact or other Authorized Contact is notified by telephone call or e-mail from TekLinks Technical Support pursuant to the Notifications Section of this Master SL Agreement. Receipt of the notification by Customer or lack of receipt will not be considered to be part of the SLA Goal.

Provisioning

For purpose of any “Provisioning” SLAs, the duration of Provisioning with respect to any Service shall commence on the date the relevant Order is signed by Customer and shall end when the Service is fully functional and accessible by Customer.

7. Definitions

As used in this Master SL Agreement, the following terms have the following meanings:

Back-End Infrastructure: The back-end hardware, other Equipment, cabling, rack space, switching/routing/network infrastructure, application software and operating software running in TekLinks Data Center that allows it to provide the Services.

Backup: A data backup is the result of copying or archiving files and folders for the purpose of being able to restore such files and folders in case of data loss occurring, for example, as a result of computer viruses, hardware failures, file corruption, fire, flood, or theft.

Data Center: The physical space within the TekLinks facility that houses the Back-End Infrastructure used to provide Services.

Device: Customer servers, desktop computers, tablets, smartphones or other Customer owned or provided Equipment used by Customer to receive the Services that are under Management by TekLinks.

Equipment: Servers, desktop computers, routers, switches, hardware and other peripherals and components deployed to provide or enable the Service. Equipment may be owned or leased by TekLinks ("TekLinks Equipment") or Customer ("Customer Equipment").

Field Engineer: A TekLinks engineer who provides TekLinks Technical Support Services at Customer's premises (as opposed to remotely).

Front-End Infrastructure: Front-end, User-side servers, desktop computers, routers, switches, other Equipment, application software and operating system software deployed to allow Users to access the applicable Service.

Hands-On Field Support: Technical support provided by a Field Engineer on site at Customer's premises in response to a request for TekLinks Technical Support that cannot be handled by Remote Support.

Impact: The effect an Incident is having on Customer, the Customer Organization or Customer's ability to conduct its normal and customary operations. Impact, for the purpose of obtaining or providing TekLinks Technical Support, will be measured in three levels: (i) "Low" – Limited direct impact on major business processes; (ii) Medium – Business is degraded, but there is a workaround acceptable to Customer; and (iii) High – Major business processes are stopped.

Incident Priority: The priority assigned to a Support Call and the underlying Incident.

Maintenance: Any planned or emergency activity performed by TekLinks in connection with an application or installation of fixes, patches, updates or revisions to any system, Service, Device or Equipment that is used by TekLinks to Provide a Service, or the implementation, routine or otherwise, of repairs, corrections or modifications thereof.

Maintenance Window: The period described in Section 4.D. of this Master SL Agreement.

Material Adverse Effect: Any material degradation, delay, diminution, or disruption of any Service.

Managed (Manage; Managing): The state applicable to (a) Services for which TekLinks maintains administrative control over the Front-End Infrastructure; (b) TekLinks Equipment deployed at Customer's premises for which TekLinks maintains administrative control; and (c) Customer Equipment collocated at the Data Center, for which Customer has non-administrative, User-level access. TekLinks is responsible for applying any and all patches, firmware updates, and "fixes" as deemed necessary. Managed Service includes Monitoring, maintaining event logs, up-to-date antivirus and infrastructure-level system Backups for the purposes of Service availability and disaster recovery of the Back-End Infrastructure and the Front-End Infrastructure only. Managed Service does not include User-data or application-data Backups.

Monitored (Monitor; Monitoring): Services for which TekLinks keeps the Service and/or Customer's Front-End Infrastructure under systematic review based on alert thresholds dictated by Customer. Customer is responsible for providing a list of what is to be Monitored and a list of individuals to whom alerts should be delivered. TekLinks communicates results to Customer's Primary Technical Contact on a scheduled basis. TekLinks does not take action on alerts generated by Monitoring.

Organization: A set of Users of a Service defined by Customer. An Organization typically includes every employee of an individual company obtaining a Service.

Provision (Provisioning): The process by which TekLinks obtains goods, equipment, and services necessary for TekLinks to provide a Service to Customer.

Service Agreement: A written agreement between TekLinks and Customer setting forth the specific terms and conditions applicable to particular Services (as opposed to those generally applicable to all Services) identified in the applicable Order. TekLinks Service Agreements are found at <http://www.teklinks.com>.

Service Outage: A condition in which a User is completely deprived of a Service (or multiple Services) for at least fifteen (15) consecutive minutes due to a failure of a system, Device, operating system, circuit or service which is Managed or under the direct control of TekLinks for at least fifteen (15) consecutive minutes. This does not apply to outages during scheduled Maintenance Windows.

Severity: The scope of Users affected by an Incident. Severity, for the purpose of obtaining or providing TekLinks Technical Support, is measured in three levels: (i) "Low" – One User or a small group of Users are affected; (ii) "Medium" – A Customer department or a large group of Users is affected; and (iii) "High" – All or substantially all Users are affected.

User: Refers, with respect to a given Service, to an individual authorized by Customer to utilize such Service.

Vendor: A third party manufacturer, supplier or vendor.

(End of Master Service Level Agreement)



Agenda Number: 19

AGENDA ITEM REQUEST FORM

Meeting Date: 3/15/2016

Submitting Department or Individual: MIS

Contact Name: Stephen Newell

Phone: (228)366-1554

Agenda Topic: CableOne Internet Upgrade

Attach additional information as necessary

Action Requested:

Authorize City Manager to sign necessary agreements with CableOne Business to upgrade Internet service at City Hall, PD Training Academy, BC Fire, Lake Fire, Senior Center, and the Nature Center. City Hall and PD Training academy will receive 200 Mb/s down / 20Mb/s up service at \$255/month while the remaining sites will receive 100 Mb/s down / 10Mb/s up service at \$110.50/month. Currently all six locations are on 8 Mb/s down and 3 Mb/s up service for \$110/month.

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

*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

You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/07/2016 04:12AM PST

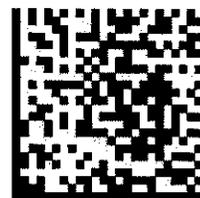
- Bayou Cassotte Fire - 03-07-2016

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**Business Services Agreement**

Date: 03/07/2016

Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	Bayou Cassotte Fire	Full Name:	Joe Huffman
Street Address:	3616 Scovel Ave	Billing Telephone:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39581	Fax:	
Billing Address:	603 Watts Ave	Contact Number:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39567	Email Address:	
Cable One Account #:	2342113610901		

Taxes and Fees Not Included						
Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Office (100Mbps x 10Mbps)	1		3 Year	Data		\$0.00
Total:					\$110.50	

Telephone Line Details			
Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions**Agreement**

THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$110.50 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	X	
Print	X	
Date	X	



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable

charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act.

If Cable One receives notice under the



Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Name: X

Company: Bayou Cassotte Fire

Date: X

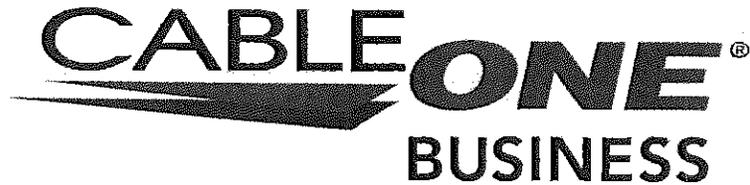


Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

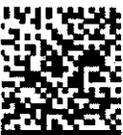
Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and

will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

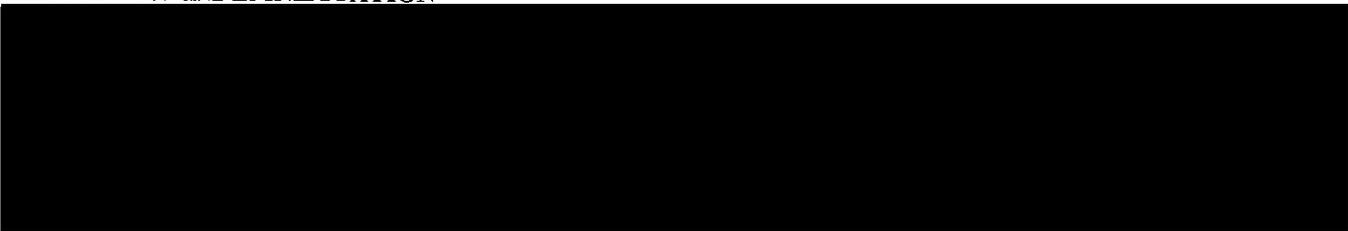
SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE'S* LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

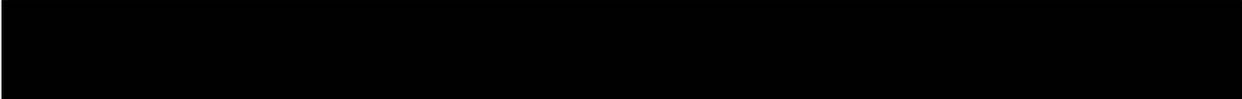
- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. 
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
X	By:
X	Printed Name:
X	Title:
	Address: 603 Watts Ave Pascagoula, MS 39567
	Phone: (228) 366-1554



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/08/2016 08:50AM PST

- City Of Pascagoula - City Hall -

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Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	City Of Pascagoula - City Hall	Full Name:	Joe Huffamn
Street Address:	603 Watts Ave.	Billing Telephone:	(228) 938-6613
City/State/ZIP:	Pascagoula, MS 39567	Fax:	
Billing Address:		Contact Number:	(228) 366-1554
City/State/ZIP:		Email Address:	
Cable One Account #:	2342111984801		

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Enterprise (200Mbps x 20Mbps)	1		3 Year	Data		\$0.00
Total:					\$255.00	

Telephone Line Details

Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges

Description	Quantity	Unit Price	Total Fee

Special Conditions

Agreement

THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$255.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	
Print	
Date	



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable

charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act.



Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability.

Name: _____

Company: City Of Pascagoula - City Hall

Date: _____

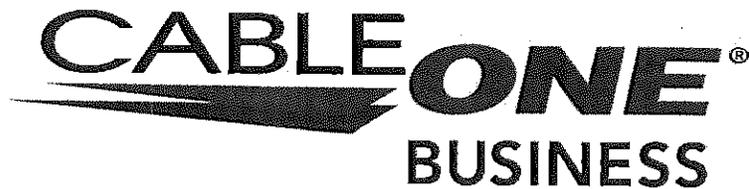


Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and



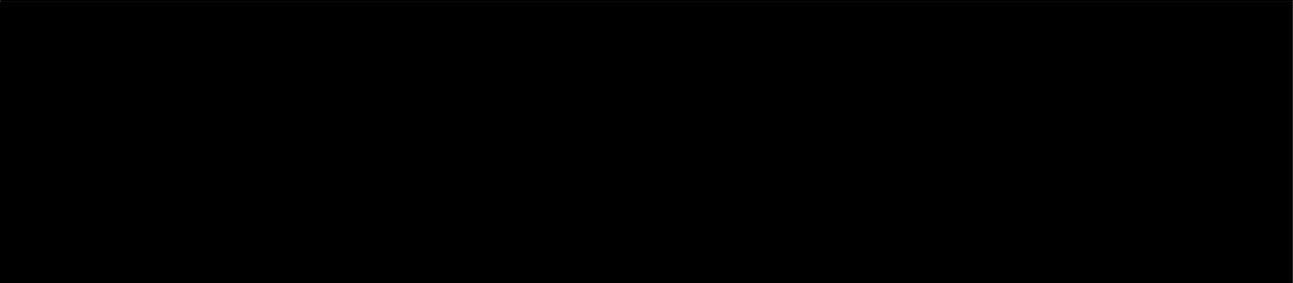
will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

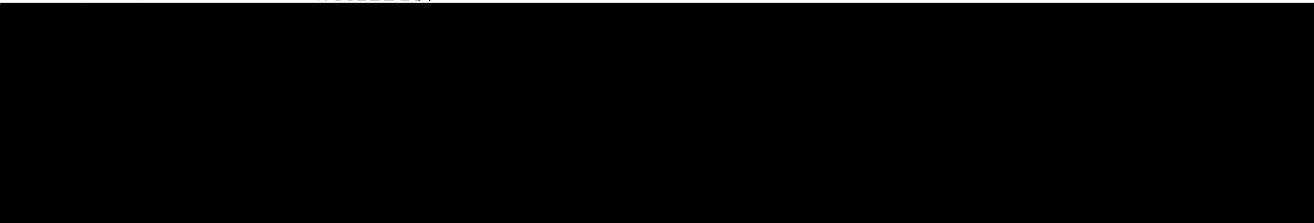
SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE ONE'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

a.



- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>
By:
Printed Name:
Title:
Address:
Phone: (228) 938-6613



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to
1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/07/2016 04:12AM PST

- Lake Ave Fire - 03-07-2016 05-12

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Business Services Agreement

Date: 03/07/2016

Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	Lake Ave Fire	Full Name:	Joe Huffman
Street Address:	1405 Lake Ave	Billing Telephone:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39567	Fax:	
Billing Address:	603 Watts Ave	Contact Number:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39567	Email Address:	
Cable One Account #:	2342111665501		

Taxes and Fees Not Included						
Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Office (100Mbps x 10Mbps)	1		3 Year	Data		\$0.00
Total:					\$110.50	

Telephone Line Details			
Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Agreement
 THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$110.50 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	X
Print	X
Date	X



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable

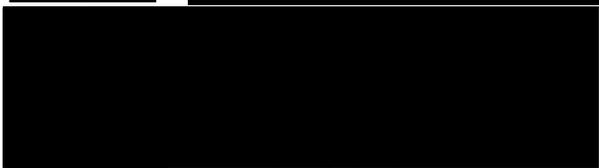
charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, in a timely manner, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act.



If Cable One receives notice under the



Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability.

Name: X _____

Company: Lake Ave Fire

Date: X _____

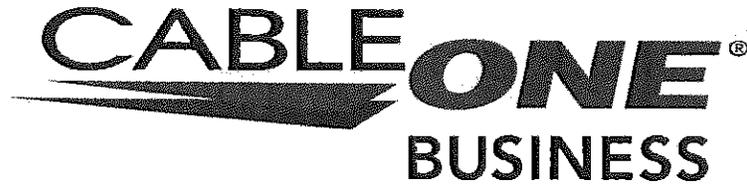


Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and

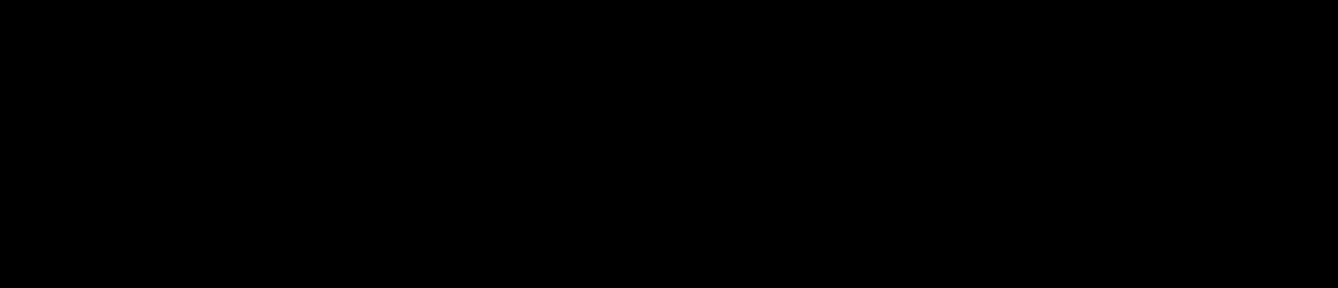
will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE'S* LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

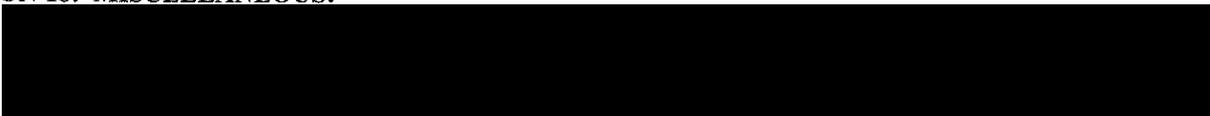
- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. 
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
X	By:
X	Printed Name:
X	Title:
	Address: 603 Watts Ave Pascagoula, MS 39567
	Phone: (228) 366-1554



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/07/2016 04:12AM PST

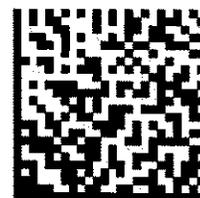
- Nature Center - Pascagoula - 03-07-

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**Business Services Agreement**

Date: 03/07/2016

Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	Nature Center - Pascagoula	Full Name:	Joe Huffman
Street Address:	3928 Nathan Hale Ave	Billing Telephone:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39581	Fax:	
Billing Address:	603 Watts Ave	Contact Number:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39567	Email Address:	
Cable One Account #:	2342113947601		

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Office (100Mbps x 10Mbps)	1		3 Year	Data		\$0.00
Total:					\$110.50	

Telephone Line Details

Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges

Description	Quantity	Unit Price	Total Fee

Special Conditions**Agreement**

THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$110.50 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	X	
Print	X	
Date	X	



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Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act.

If Cable One receives notice under the



Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability.

Name: X _____

Company: Nature Center - Pascagoula _____

Date: X _____

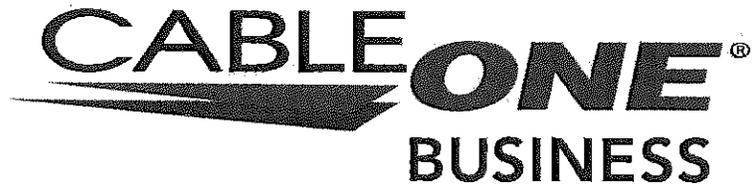


Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a **timely manner**, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

 If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and

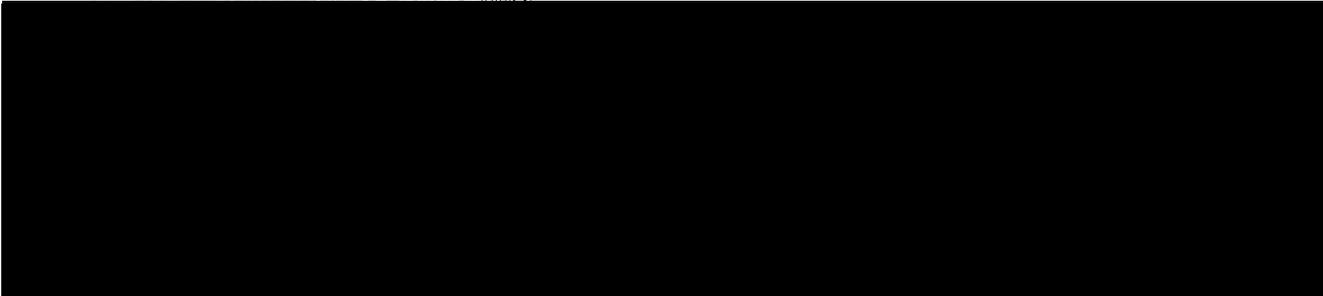
will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

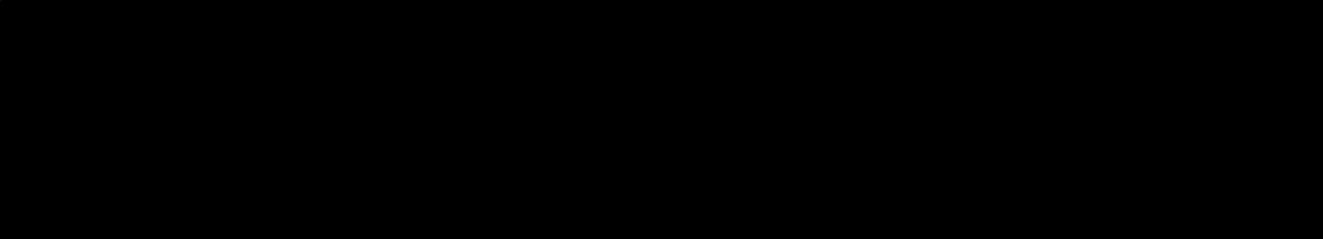
SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE'S* LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

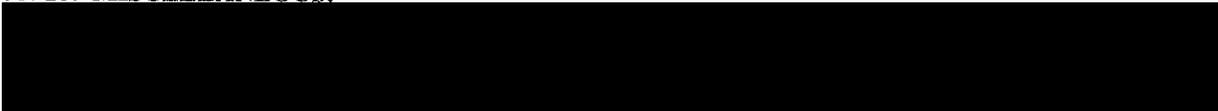
- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. 
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
X	By:
X	Printed Name:
X	Title:
Address: 603 Watts Ave Pascagoula, MS 39567	
Phone: (228) 366-1554	



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/07/2016 04:11AM PST

- PS Shooting Range - 03-07-2016 05-

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Business Services Agreement

Date: 03/07/2016

Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	PS Shooting Range	Full Name:	Joe Huffman
Street Address:	7804 Bayou Cumbest Rd	Billing Telephone:	(228) 762-1300
City/State/ZIP:	Moss Point, MS 39562	Fax:	
Billing Address:		Contact Number:	(228) 366-1554
City/State/ZIP:		Email Address:	
Cable One Account #:	2342114171101		

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Enterprise (200Mbps x 20Mbps)	1		3 Year	Data		\$0.00
Total:					\$255.00	

Telephone Line Details

Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges

Description	Quantity	Unit Price	Total Fee

Special Conditions

Agreement

THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$255.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	X
Print	X
Date	X



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable

charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

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If Cable One receives notice under the



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Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

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Limitation of Liability.

Name: _____

Company: PS Shooting Range

Date: _____

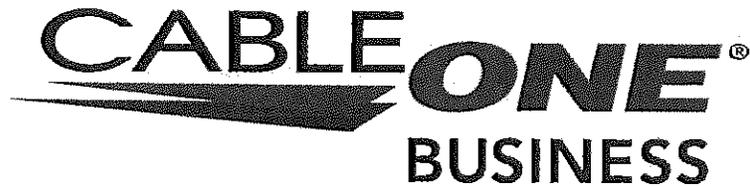


Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



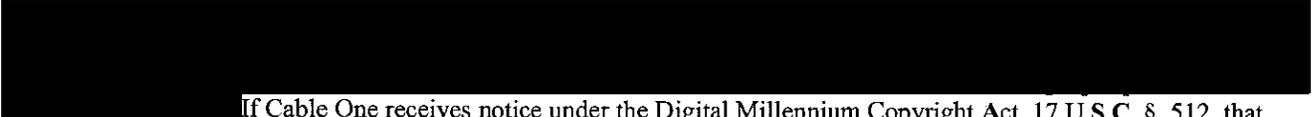
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

 If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and

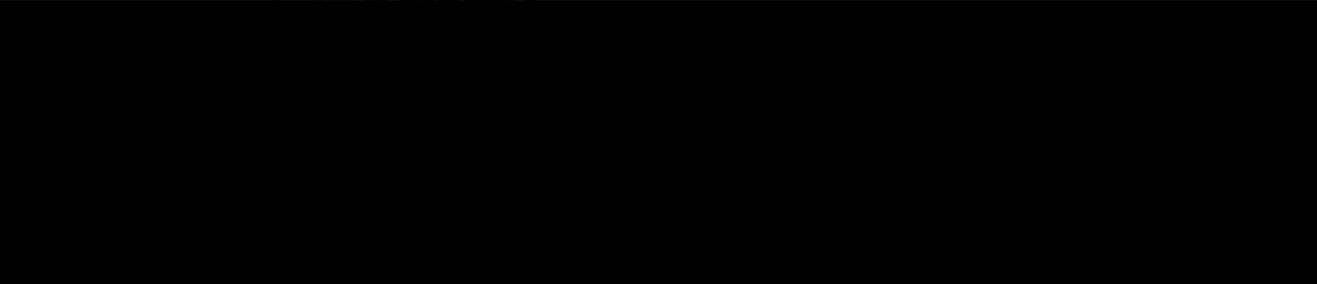
will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE*'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. 
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
X	By:
X	Printed Name:
X	Title:
X	Address:
	Phone: (228) 762-1300



You must use this as your coversheet



1. Sign your document if needed



2. Use this coversheet with your document & fax to

1 888 634 4320

Problem faxing to this number? Try 1 202 315 3320

To: Cable One Business Services

Re: Cable ONE Business Services Contract

Date: 03/07/2016 04:13AM PST

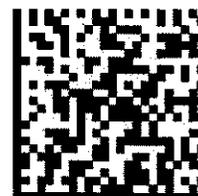
- Senior Center - Pascagoula - 03-07-

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Business Services Agreement

Date: 03/07/2016

Cable One Business Account Rep:	Norma Amburgey	Cable One System Address:
Phone Number:	(228) 355-4165	210 E Earll Drive
Fax Number:		Phoenix, AZ 85012

Customer Information:		Authorized Customer Representative	
Company Name:	Senior Center - Pascagoula	Full Name:	Joe Huffman
Street Address:	1912 Live Oak Ave	Billing Telephone:	(228) 366-1554
City/State/ZIP:	Pascagoula, MS 39567	Fax:	
Billing Address:	603 Watts Ave	Contact Number:	(228) 938-6613
City/State/ZIP:	Pascagoula, MS 39567	Email Address:	
Cable One Account #:	2342113551902		

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Years)	Type	Service Charges	
					Monthly Recurring	One Time & Setup Fees
D3 Office (100Mbps x 10Mbps)	1		3 Year	Data		\$0.00
Total:					\$110.50	

Telephone Line Details

Business Name Listed As:			
Description	Type	Telephone #	Voicemail

Equipment Charges

Description	Quantity	Unit Price	Total Fee

Special Conditions

Agreement

THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$110.50 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

Customer Authorized Signature	X	
Print	X	
Date	X	



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for applicable

charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, in a timely manner, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act.

If Cable One receives notice under the



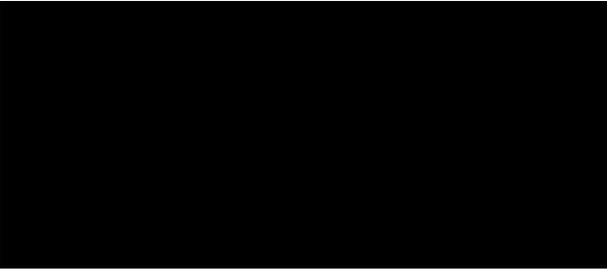
Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability.



Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

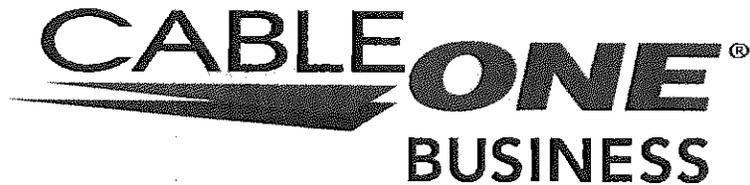
Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name: X _____

Company: Senior Center - Pascagoula

Date: X _____





CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, in a timely manner, when repair or maintenance is necessary.

Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;



- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

 If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.



SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and

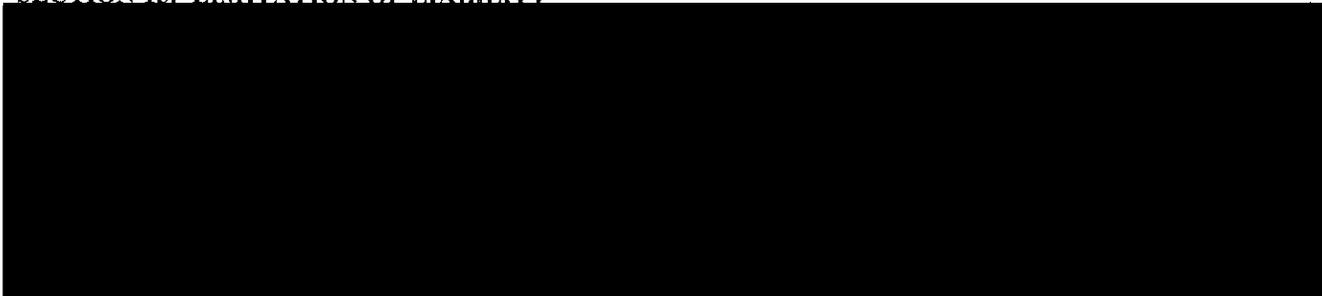
will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

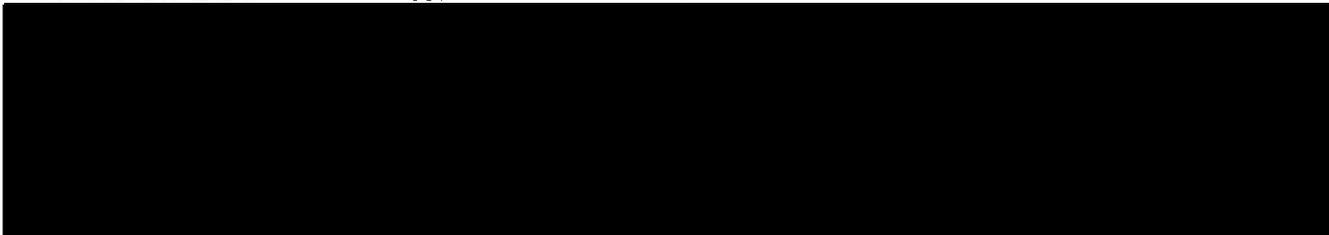
SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE *ONE'S* LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY



SECTION 16: INDEMNIFICATION



SECTION 17: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or



codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. 
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
X	By:
X	Printed Name:
X	Title:
	Address: 603 Watts Ave Pascagoula, MS 39567
	Phone: (228) 366-1554





AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Urban Youth Corps Program FY16 Application

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute the Urban Youth Corps Program FY16 application and approve the Order Establishing Willingness to Participate. The total project cost is \$43,750 of which \$35,000 (80%) is MDOT funding. The required match in the amount of \$8,750 (20%) is provided by the Beautification Department budget.

Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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

URBAN YOUTH CORPS PROJECT APPLICATION FORM

Date: March 15, 2016

Applicant: City of Pascagoula

Contact Person: Jen Dearman, Community and Economic
(Technical/Administrative, i.e. Engineer, Public Works Director, etc.)

Address: **(Must include the 4 digit extension on the ZIP code)**
P.O. Drawer 908, Pascagoula, MS 39568-0908

Telephone Number: 228-938-6651

Email Address: jdearman@cityofpascagoula.com

Project Description: The Highway 90 Eastern City Gateway Beautification Project will provide meaningful summer work for (5) participants ages 16 through 25. Participants will receive on-the-job training to include basic life skills and safety. A new welcome sign and landscaping is planned for the gateway and will provide participants with labor intensive public service work. The participants will develop civic values and hands-on skills through service to their community.

Projected Project Costs:	FEDERAL*	OTHER	TOTAL
	\$35,000	\$8,750	\$43,750

*Maximum Federal Share = 80% of Total Cost

Approvals

Applicant: Harry J. Blevins **Title:** Mayor
(Mayor, Pres. Board, or Agency Head)

Approved Eligible: _____ **Date:** _____
(MDOT)

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment A:
Description of Proposed Project

March 15, 2016

The City of Pascagoula seeks funding from the Urban Youth Corps Program to offer meaningful productive summer work for individuals between the ages of 16 and 25. Participants will receive on-the-job training in basic life skills, public service, horticulture, and safety through assisting the City' Beautification Department. The Highway 90 Eastern City Gateway Beautification Project will make improvements for approximately one mile west from the eastern City limit. Work will include a new Highway 90 welcome sign with landscaping. This corridor will receive new tree and plant installation as well. Additional, other sites will receive maintenance include River Park, the Pascagoula River Environmental Trail, and the Highway 90 median in Pascagoula. Project participants will complete labor intensive public service work to develop citizenship values and skills through service to their community.

Eligible participants for this program will receive education in a classroom setting as well as a field work setting. Education will include training in municipal operations including: the City Manager's office, human resources, public relations, accounting, information and technology, community and economic development, utilities, code enforcement, planning and building, parks and recreation, as well as beautification. Lessons will also be taught on money management, small business, and environmental stewardship. Safety training will include proper attire, tools, and equipment. Employer and employee interactions such as active listening and conflict resolution will develop a good work ethic. Improved awareness of the environment will be taught when the students assist in location, placement, and installation of trees and plant material in addition to tree maintenance.

The Urban Youth Corps Program project participants will assist the Beautification Department citywide with the beautification and maintenance of routes functionally classified as minor collectors or those included in the Federal Aid System. Collectors and routes include, but are not limited, to Market Street, Ingalls Avenue, Telephone Road (Hwy 613), Chicot Road, Old Mobile Highway, 14th Street, Hospital Road, Beach Boulevard, Orchard Road, and Louise Street. Participants will learn about maintaining the routes and collectors by litter remediation and landscaping. Work in the field will include removing invasive plant species and replanting indigenous plant species. Although the project area is citywide, the primary site will be the Highway 90 eastern City gateway welcome sign. Participants will be included throughout the process: site selection, design, quote solicitation, installation, and landscaping. The beautification improvements of this major west to east corridor will add to the aesthetics at the City's eastern gateway.

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment A:
Description of Proposed Project

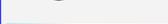
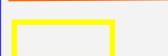
March 15, 2016

This project meets the landscaping and scenic beautification eligible activity requirements as well as maintaining and revitalizing existing landscaped sites. Additionally, the proposed project meets the program criteria in the following ways:

1. Life skills and project-based training will develop participant work .The project participants' work will be evident every time they travel the Highway 90 corridor.
2. The scenic beautification and landscaping project will be within the right-of-way or in view of a Federal Aid System route or a MDOT classified minor collector.
3. The project will include maintenance and revitalization of existing landscaped sites.
4. Five high school or college youth will be employed and receive meaningful training during the summer.
5. Pascagoula's 22,392 population, as recorded in the 2010 census, exceeds the guidelines' 10,000 population threshold. Further, Pascagoula is within an urbanized metropolitan area.
6. Pascagoula Pride, a local municipal beautification club, is providing up to \$25,000 in leveraged funding that will maximize grant dollars for the welcome sign and landscaping.
7. The project manager is experienced in successfully completing multiple previously awarded Urban Youth Corps Program grants. He is ready to start the project immediately and will advertise the employment opportunities for participants as soon as the grant is awarded.

Urban Youth Corps 2016 - City of Pascagoula Application
March 15, 2016
Attachment B1: Maps, Plans, and Photographs - Project Map

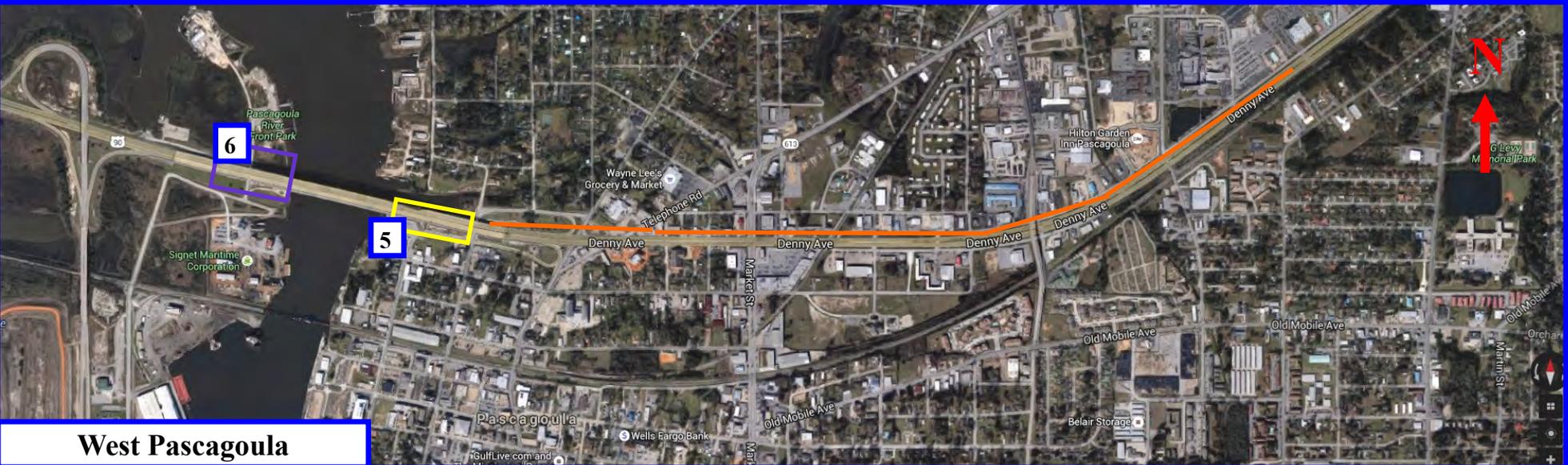
Legend

-  HWY 90 Eastern City Gateway - Approximately 1 Mile
-  Scenic Beautification Maintenance of Existing Landscaping
-  Pascagoula River Environmental Trail - MDOT ROW
-  River Park - Adjacent to HWY 90

The number correspond to pictures in attachment
 B2: Maps, Plans, and Photographs—Project Photographs



East Pascagoula



West Pascagoula

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment B2:
Maps, Plans, and Photographs
Project Photographs

March 15, 2016



Project Photograph 1: Highway 90 Eastern Gateway
Pascagoula city limits, eastbound lane facing west



Project Photograph 2: Highway 90 Eastern Gateway
eastbound lane facing west

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment B2:
Maps, Plans, and Photographs
Project Photographs

March 15, 2016



Project Photograph 3: Highway 90 Eastern Gateway
westbound lane facing west



Project Photograph 4: Highway 90 Eastern Gateway
westbound lane facing west

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment B2:
Maps, Plans, and Photographs
Project Photographs

March 15, 2016



Project Photograph 5: Pascagoula River Environmental Trail
facing east



Project Photograph 5: River Park
HWY 90 westbound facing north

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment C:
Environmental Review

March 15, 2016

The Highway 90 eastern City gateway is the primary project site. The scenic beautification and landscaping project will focus on approximately a mile from the eastern City limits. A new welcome sign will be installed. Trees, shrubs, and flowers will be planted along the designated gateway and near the welcome sign.

The median of Highway 90 is planted with crepe myrtle. Participants will perform routine maintenance: watering, trimming, and planting.

The Pascagoula River Environmental Trail is located in MDOT right-of-way underneath the east side the Highway 90 Pascagoula River high-rise bridge. Indigenous plants have been installed and maintenance of the existing landscaping will occur.

River Park is adjacent to the west side of the Highway 90 Pascagoula River high-rise bridge and includes buffer strips within the MDOT right-of-way. The buffers serve as catch basins for rainwater runoff in some locations of the proposed project area. The buffers are grassed and sparsely planted with two live oak trees and two mulberry trees. There are several existing pine trees located in the buffer along Clark Street.

This project has no anticipated environmental impacts.

City of Pascagoula Application
 MS Department of Transportation
 2016 Urban Youth Corps Program

Attachment D:
 Budget and Implementation Schedule

March 15, 2016

BUDGET				
		MDOT 80%	In-Kind Match 20%	Project Total
Personnel				
Project Supervisor	12 weeks		salary \$7,030	\$7,030
	10 hr / wk		fringe \$1,720	\$1,720
5 Project Participants	12 weeks	\$14,400		\$14,400
	30 hr / wk	\$2,830	fringe 19.65%	\$2,830
	\$8.00 / hr			
Training				
Training, Materials, and Supplies		\$250		\$250
Welcome Sign, Landscaping, and Equipment				
Welcome Sign and Landscaping		\$17,120		\$17,120
Safety Vests, Glasses, Gloves, etc.		\$400		\$400
		MDOT Total:	Match Total:	
		\$35,000	\$8,750	
			Project Total	\$43,750

IMPLEMENTATION SCHEDULE
Advertise for Employment: 2 weeks
Hire Students: 2 weeks
Implement Special Project: 12 weeks

City of Pascagoula Application
Mississippi Department of Transportation
2016 Urban Youth Corps Program

Attachment E:
Description of Life Skills

March 15, 2016

Participants will work Monday through Wednesday from 7:00 a.m. to 3:00 p.m. Life skills training will account for approximately 25% of the total project time. Weekly life skills classes will be held on Thursdays from 7:00 a.m. to 3:00 p.m. Education will include training on municipal operations of the City Manager's office, human resources, public relations, accounting, information and technology, community and economic development, utilities, code enforcement, planning and building and parks and recreation. Additional lessons in money management will be provided by a local bank. Education on the environment will be ascertained through field trips to Pascagoula River Audubon Center and Grand Bay National Estuarine Research Reserve. Lessons on small business operation will be garnered through a trip to a wholesale greenhouse nursery and a local dentist.

The Urban Youth Corps program project will have a positive impact on both the participants and the City of Pascagoula. Through the project, participants will gain both personal and professional achievement. The new Highway 90 eastern City gateway sign will represent their work every time a participant travels along Highway 90. The participants gain an employment opportunity in summer months. They will receive training and education in the landscaping and horticulture field by assisting the Beautification Department. They will also gain critical insights into City government including planning and development, knowledge of City projects, as well as the requirements of maintaining public property. Subsequently, they will become better stewards of the urban environment.

**ORDER ESTABLISHING WILLINGNESS TO PARTICIPATE
TRANSPORTATION ENHANCEMENT – URBAN YOUTH CORPS PROGRAM**

WHEREAS, the City of Pascagoula has been selected by the Mississippi Department of Transportation to participate in the Urban Youth Corps Program for over a decade; and

WHEREAS, the City Council authorizes the application to the Mississippi Department of Transportation Fiscal Year 2016 Transportation Enhancement Urban Youth Corps Program; and

WHEREAS, The City will provide a summer work program including life skills and on-the-job training for participants 16 through 25 years of age; and

WHEREAS, landscaping and scenic beautification projects within highway rights-of-way are eligible activities under the Program; and

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:

If awarded funding, the City will participate in the Program according to its terms and conditions, to ensure Federal and State Rules and Regulations are followed.



AGENDA ITEM REQUEST FORM

Meeting Date: 3/15/2016

Submitting Department or Individual: Public Relations

Contact Name: Anne Pitre Phone: _____

RFQ for the City Website Design, Development and Hosting

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Council approval to reject all received Statements of Qualifications due to a procedural error, and to re-advertise.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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: March 15, 2016

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: _____

Agenda Topic: Postage funds of \$3,000.00 for the direct debit/postage-on-call meter setting service with Neo-Post

Attach additional information as necessary

Action Requested:

Approve postage funds for City Hall

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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: 3-15-16

Submitting Department or Individual: _____

Contact Name: City Manager

Phone: 938-6614

Agenda Topic: Appointment to Pascagoula Public Library Board of Trustees

Attach additional information as necessary

Action Requested:

Carol Lewis-Jones' term on the Library Board will expire on April 4, 2016. She would like to serve a second term if reappointed by the City Council. She has been recommended for reappointment by library staff.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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: March 15, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

14th Street Bridge Approach Settlement Investigation and Remediation

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve the attached task order with Compton Engineering to assist with the investigation and remediation of the settlement of the bridge approaches on 14th Street. Five specific tasks are explained in the document, delineating the anticipated steps to complete the process. Also attached is the recommendation to award a quote for the initial coring process. Based on the engineer's recommendation, the critical nature of the concern, and the amount of the quote, a purchase order has been issued to initiate the process. Steps 2-5 in the attached proposal may require modification based on the results of the first step. Further information will be provided, as well, regarding quotes for the granular material and the process for retaining a remediation contractor as appropriate as the process develops. Funds were allocated in the FY2016 budget for improvements to 14th Street, and these funds will be used to complete this work, so no budget amendment is anticipated at this time. Authorize the City Manager to execute documents associated with this task order and the remediation process moving forward.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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

March 7, 2016

Ms. Jaclyn Turner, P.E., City Engineer
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: 14th Street Bridge Approach Settlement Investigation
(C.E. Job #: 213-008.060)

Dear Ms. Turner:

Please find attached two (2) originals of Task Order No. 060 for your review and comment or approval. Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Vice President

GJD:kl

attachments

PASCAGOULA

BILOXI

BAY ST. LOUIS

TASK ORDER No. 060
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: 14th Street Bridge Approach Settlement Investigation and Mitigation

Owner to identify desired services:

- | | | |
|--|--|--|
| <input type="checkbox"/> Concept Plan | <input checked="" type="checkbox"/> Conceptual Opinion of Cost | <input type="checkbox"/> Phase I ESA |
| <input type="checkbox"/> Phase II ESA | <input type="checkbox"/> Phase III ESA | <input type="checkbox"/> Wetlands Delineation |
| <input type="checkbox"/> Wetlands Permitting | <input type="checkbox"/> Cultural Resource Survey | <input type="checkbox"/> SWPPP Preparation |
| <input type="checkbox"/> Topographic Survey | <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Elevation Certificate | <input type="checkbox"/> Easement/ROW Exhibits |
| <input type="checkbox"/> Civil Design | <input type="checkbox"/> Structural Design | <input type="checkbox"/> Electrical Design |
| <input type="checkbox"/> Mechanical Design | <input type="checkbox"/> Architectural Design | <input type="checkbox"/> Landscape Architecture |
| <input type="checkbox"/> Contract Docs for Bid | <input type="checkbox"/> Contract Docs for quote | <input type="checkbox"/> Design Documents only |
| <input type="checkbox"/> Bid Administration | <input checked="" type="checkbox"/> Construction Admin. | <input checked="" type="checkbox"/> RPR Services |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Warranty Inspection |
| <input type="checkbox"/> Study / Report | <input type="checkbox"/> Grant Application Preparation | <input type="checkbox"/> Other (described below) |

Owner's General Description of Project: Investigate the limits of and develop a plan to mitigate the loss of foundation soils and the settlement that is occurring with the earthen supported concrete slabs on the north and south approaches to the 14th Street Bridge over the CSX Railroad and Highway 90 in Pascagoula, Mississippi.

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

Consultant to provide detailed proposed scope of work, with any applicable associated milestones, dates, and costs associated with phases of work:

Proposed Scope of Work:

1. CE shall obtain quotes to conduct approximately 96-1" diameter concrete cores through the existing earthen supported concrete slabs to investigate the limits of the foundation soil loss as shown on the attached Exhibit "A" 14th Street Bridge Approach Settlement Investigation and Mitigation Aerial Photograph. The quote for the concrete cores is per each hole so the number of cores can be adjusted in the field based on the findings as the cores are conducted. CE will provide a contractor recommendation to Owner based on quotes received. Owner will provide purchase order direct to contractor to expedite the core drilling and investigation activities.
2. CE shall provide preliminary engineering services to investigate the limits of foundation soil loss and prepare a proposed settlement mitigation plan for the areas shown on the attached Exhibit "A". CE investigation shall include monitoring the core drilling activities and provide measure downs at each core to determine the approximate depth and area of the apparent voids. In place strength testing of the existing foundation soils will be provided by URETEK, a soil lift, level, and stabilization contractor.
3. CE shall obtain quotes to fill voids beneath the concrete slab with a granular material as recommended by URETEK and coordinated with URETEK's product. CE will provide a contractor recommendation to Owner based on quotes received. Owner will provide purchase order direct to contractor to expedite the placement of the granular material.

- CE shall monitor the placement of the granular material to quantify the amount of the material utilized by the Contractor to fill the voids.
4. Owner to provide purchase order direct to URETEK. CE shall provide construction observation services to monitor and quantify the amount of the material utilized by URETEK to lift, level, and stabilize the soils and fill the voids. Upon completion of the project, CE will provide a survey to document the "as-built" slab elevation.
 5. CE shall provide recommendation to Owner to clean and reseal vertical joints in the retaining wall and horizontal joints between concrete slabs and along barrier wall and beam.

Timeline and Milestones: CE will begin work within 1 day of receipt of an executed agreement.

Cost and Method of Compensation:

1. CE shall provide the professional services as described in items 1 thru 5 above on a time and material basis not to exceed \$28,470.00 based on CE's hourly rates in the general services agreement.

CTD By initialing here, the Consultant agrees that the above described scope of work represents a complete scope of work consistent with the goals of the Owner and no additional tasks will be needed to accomplish the intent.

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated February 2, 2016.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: G. J. Russell

DATE: 3/7/16

COP RATE CALCULATOR ITEM 1-5

Title	Hourly Rate:	Hours	Total
Engineer Principal	\$ 145.00		\$ -
Senior Project Engineer	\$ 125.00	130.00	\$ 16,250.00
Project Engineer	\$ 105.00		\$ -
Geologist (P.G.)	\$ 94.00		\$ -
Engineer II (P.E.)	\$ 94.00		\$ -
Engineer I (E.I.)	\$ 78.00		\$ -
Architect Intern	\$ 78.00		\$ -
Senior Project Manager	\$ 105.00		\$ -
Project Manager	\$ 89.00		\$ -
Environmental Specialist	\$ 94.00		\$ -
Senior Engineering Assistant	\$ 84.00		\$ -
Engineering Assistant	\$ 68.00		\$ -
Senior Design Technician	\$ 78.00	40.00	\$ 3,120.00
Design Technician	\$ 68.00		\$ -
Resident Project Representative Manager	\$ 75.00		\$ -
Resident Project Representative	\$ 65.00	120.00	\$ 7,800.00
Business Manager	\$ 90.00		\$ -
Specification Writer	\$ 65.00		\$ -
Administrative Assistant	\$ 50.00		\$ -
Clerical	\$ 35.00		\$ -
Professional Land Surveyor	\$ 95.00	4.00	\$ 380.00
Senior Survey Technician	\$ 70.00		\$ -
Survey Technician	\$ 60.00		\$ -
Survey Crewman	\$ 42.00		\$ -
Two-Man Survey Crew	\$ 115.00	8.00	\$ 920.00
Three-Man Survey Crew	\$ 135.00		\$ -
GPS Survey Crew	\$ 155.00		\$ -
Subcontractors and Project Specific Expenses (Cost+10%)	\$ -		\$ -
Total:			\$ 28,470.00



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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March 7, 2016

Ms. Jaclyn Turner, P.E., City Engineer
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: 14th Street Bridge Approach Settlement Investigation
(C.E. Job #: 213-008.060)

Dear Ms. Turner:

Compton Engineering, Inc. (Compton) requested two quotes from local contractors, GT Development and Graham Construction, on Wednesday, February 24, 2016 and requested the quotes be returned by Friday, February 26, 2016. Compton received a quote from GT Development on Wednesday, February 24, 2016, but Graham Construction notified Compton that they would not be quoting the project. Compton then solicited a quote from Penhall Company, Biloxi, MS. The quote was received on Tuesday, March 1, 2016; however, the quote was not submitted on the appropriate form and excluded traffic control, water/slurry control, and layout. After Penhall was notified of the deficiencies in their quote, they agreed to include their exclusions and asked if they could have until Friday, March 4, 2016 to resubmit their quote. Compton called to check the status of their quote on Friday, March 4, 2016. As of Monday, March 7, 2016 by 12:00 pm, neither a quote nor a returned call had been received from Penhall.

Compton Engineering, Inc. has reviewed the quote received on the above referenced project and recommend award to the lowest responsive and responsible bidder **GT Development & Contracting, LLC** in the amount of Seventeen Thousand, Two Hundred Forty Dollars and Zero Cents (\$17,240.00).

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Vice President

GJD:kl

Enclosures

pc: GT Development & Contracting, LLC

PASCAGOULA

BILOXI

BAY ST. LOUIS

Quote form for concrete coring on the 14th Street Bridge Approach Settlement Investigation (CE Job No. 213-008.060)

2/24/2016

SCHEDULE 1 - 14TH STREET BRIDGE APPROACH SETTLEMENT INVESTIGATION

Item	Description	Unit	Qty.	Unit Price	Amount
1	Mobilization / Demobilization	LS	1	\$ 6,000. ⁰⁰	\$ 6,000. ⁰⁰
2	Traffic Control	LS	1	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
3	Layout of the core locations	LS	1	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
4	Core 1" diameter whole in the existing concrete slab (The construction plans indicate the existing concrete slab is 8" thick and limited field measurements vary from 9" to 10-1/2" in thickness. Ensure the coring equipment is capable of coring a concrete slab a minimum of 12" thick.)	EA	96	\$ 65. ⁰⁰	\$ 6,240. ⁰⁰
TOTAL SCHEDULE 1:				\$	\$ 17,240. ⁰⁰

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



CITY OF PASCAGOULA
 14TH STREET BRIDGE
 APPROACH SETTLEMENT INVESTIGATION
 AND MITIGATION AERIAL PHOTOGRAPH

SCALE: 1" = 60'
 JOB NO.: 213-008.060
 DATE: MARCH 2016
 DESIGN: KRY
 CHK. BY: KRY
 APD: KRY

SHEET 1 OF 1	
DATE	DESCRIPTION

EX-A



Exhibit "A" 14th Street Bridge Approach Settlement Investigation and Mitigation Aerial Photograph

15/07/16 ISSUED WITH PROFESSIONAL SERVICES AGREEMENT KRY KRY
 DATE DESCRIPTION

COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
1706 Convent Avenue
Pascagoula, Mississippi 39567
Phone: (228) 762-9970 Fax: (228) 769-9079
E-mail: compton@comptonengineering.com



CITY OF PASCAGOULA
14TH STREET BRIDGE
APPROACH SETTLEMENT INVESTIGATION
SOUTH APPROACH EXHIBIT

SCALE: 1" = 10'
JOB NO.: 213-008.060
DATE: FEBRUARY 2016
DSCN: KRY
DWG. BY: NMB/PDP
CHK.: KRY
APPD.:

VERIFY SCALES
CHECK FOR
CONSTRUCTION
DATE
DSCN
DWG. BY
CHK.
APPD.

EX-1
SHEET 1 OF 2

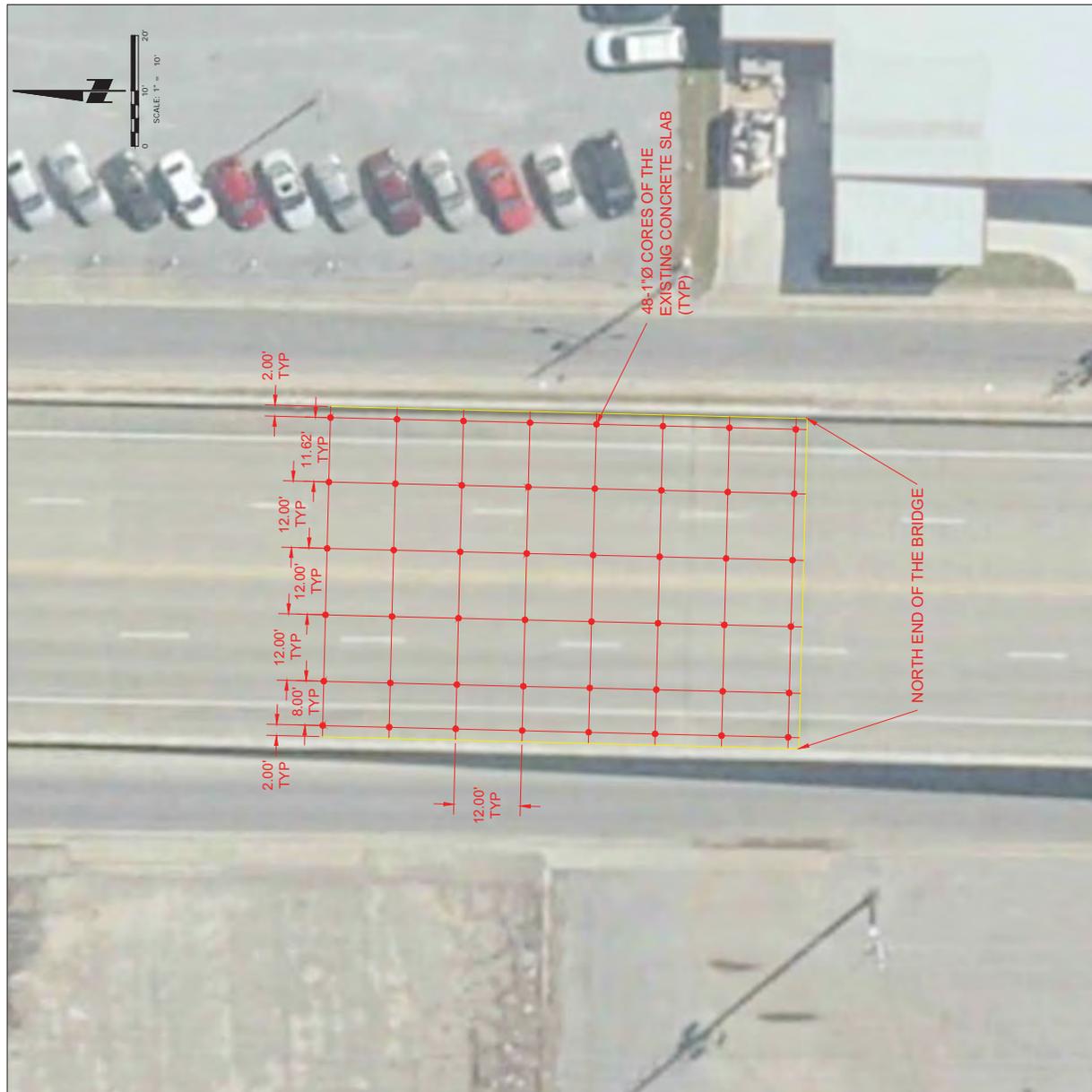


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SCALE:	1" = 10'
JOB NO.:	213-008-060
DATE:	FEBRUARY 2016
DESIGN:	KRY
DWG. BY:	NMB/PDP
CHECK:	KRY
APP'D.:	

VERIFY SCALES	
AS SHOWN	





AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: City Engineer

Contact Name: Jaci Turner

Phone: 228-938-6726

Resolution making a determination that a certain product is a single-source item.

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve resolution and authorize City Manager to effect purchase.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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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**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PASCAGOULA MAKING A DETERMINATION
THAT A CERTAIN PRODUCT IS A SINGLE-SOURCE ITEM
AND AUTHORIZING THE CITY MANAGER TO
EFFECT PURCHASE OF SAME.**

WHEREAS, the City Council has been advised by the City Engineer that an emergency situation exists with respect to the 14th Street overpass due to the subsidence of the soil beneath the approach ramp on the south end of the bridge; and

WHEREAS, immediate repair of the subsidence problem is needed in order to protect citizens traveling along the bridge and so that the same may remain open for emergency vehicles as well as the general flow of traffic; and

WHEREAS, the City Engineer has advised the City Council that it is necessary to purchase a product known as "Uretek" from Uretek USA, which product consists of an expanding polyurethane material used to underseal and raise slabs and pavements and increase the bearing capacity of soils and which will be used to remedy the subsidence situation on the south end of the 14th Street overpass; and

WHEREAS, at present, it is not known what quantity of this material will be needed but the cost is expected to exceed \$100,000.00; and

WHEREAS, there is attached hereto a letter from Robert D. Emfinger of Uretek Holdings, Inc. asserting that the product in question is in fact a single-source item; and

WHEREAS, Section 31-7-13(m)(viii) of the Mississippi Code exempts single-source items from the bid laws, but requires the governing authority to make a determination, spread upon its minutes, that the item in question is in fact a single-source item:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The statements set forth in the foregoing preambles are found to be true and accurate statements of facts.

SECTION 2. The City Council does hereby find that the product known as "Uretek" is in fact a single-source item and that the same is needed for the remediation of the subsidence issue under the 14th Street overpass and, as such, no bidding is necessary for this material.

SECTION 3. The City Council does hereby authorize the City Manager to purchase whatever quantities of this product that may be needed to correct the subsidence problem at the 14th Street overpass.



The URETEK Method™
Deep Injection™

April 21, 2015

Ms. Jaci Turner
City Engineer
City of Pascagoula
4015 14th Street
Pascagoula, MS 39567

Dear Ms. Turner:

This is to certify that URETEK USA, Inc. is the sole licensee for The URETEK Deep-Injection process in the United States of America. This process uses expanding polyurethane materials to underseal and raise slabs/pavements and increase the bearing capacity of soils by densification to depths of 30 feet and beyond. United States Patent Number 6,634,831 B2 protects this process.

Our Hydro-insensitive formulation of high-density polyurethane used in the above processes, URETEK 486 Star, is also protected by United States Patent Number 6,521,673.

The Patented URETEK processes and URETEK 486 Star material are available only from URETEK USA, Inc., headquartered in Tomball, Texas. URETEK USA, INC. has granted the license to the URETEK processes and URETEK 486 Star material for use in the State of Mississippi to URETEK Holdings, Inc. Therefore, in the State of Mississippi URETEK processes and material are available only from URETEK Holdings, Inc. and URETEK USA, Inc.

We appreciate the opportunity to propose our solution to your pavement and infrastructure problems and look forward to working with you.

Sincerely,

URETEK Holdings, Inc.

A handwritten signature in black ink that reads "Robert D. Emfinger".

Robert D. Emfinger



URETEK Holdings,
Inc.
482 Hannah Road
Newnan, GA 30263

(888) 621-7533
Fax (630) 839-0761
www.uretekicr.com

Controlling Concrete Lifting & Soil Stabilization



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

Agenda Topic: Budget amendment in the Community Development Fund for the CDBG Grant. BA 16.13.

Attach additional information as necessary

Action Requested:

Council approval of the attached budget amendment.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Mayor or Manager's Signature Required	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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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**City of Pascagoula
Budget Amendment # 16.13
March 15, 2016**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Community Development Fund</u>			
<u>Revenues:</u>			
<u>Grants:</u>			
BB Jennings Park Improvements 2015	-	13,000	13,000
I.G. Levy Park Improvements 2015	-	8,000	8,000
Round Island Lighthouse ADA 2015	-	50,000	50,000
MCC Park ADA Access Imprmts. 2015	-	10,000	10,000
Riverfront Dock 2015	-	80,381	80,381
Public Service Funding 2015	-	30,000	30,000
General Administration 2015	-	30,000	30,000
Total Revenues	-	221,381	221,381
<u>Expenditures:</u>			
<u>Community Development:</u>			
<u>Other Services & Charges:</u>			
BB Jennings Park Improvements	-	13,000	13,000
I.G. Levy Park Improvements 2015	-	8,000	8,000
Round Island Lighthouse ADA 2015	-	50,000	50,000
MCC Park ADA Access Imprmts 2015	-	10,000	10,000
Riverfront Dock 2015	-	80,381	80,381
Public Service Funding:			
Catholic Social & Comm. Services	-	9,000	9,000
Singing River Health System	-	7,000	7,000
Salvation Army	-	7,000	7,000
Gulf Coast Women's Ctr. For NV	-	7,000	7,000
General Administration	-	30,000	30,000
Total Expenditures	-	221,381	221,381
Net Change in Fund Balance - Community Development Fund		-	
To amend budget to provide expenditure authority for FY 2015 CDBG Grant and the related grant revenue as approved by Council on December 15, 2015.			



AGENDA ITEM REQUEST FORM

Meeting Date: 03-15-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Pascagoula Riverfront Boat Dock Permitting

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute Task Order No. 044 Rev 1 with Compton Engineering to perform the necessary permitting tasks related to the Pascagoula Riverfront Boat Dock.

Budgeted Item	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Contract Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Mayor or Manager's Signature Required	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

Source of Funding	<input checked="" type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<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

TASK ORDER No. 044 REV1
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Permitting for Riverfront Boat Dock

Owner to identify desired services:

- | | | |
|---|--|---|
| <input type="checkbox"/> Concept Plan | <input type="checkbox"/> Conceptual Opinion of Cost | <input type="checkbox"/> Phase I ESA |
| <input type="checkbox"/> Phase II ESA | <input type="checkbox"/> Phase III ESA | <input type="checkbox"/> Wetlands Delineation |
| <input checked="" type="checkbox"/> Wetlands Permitting | <input type="checkbox"/> Cultural Resource Survey | <input type="checkbox"/> SWPPP Preparation |
| <input type="checkbox"/> Topographic Survey | <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Elevation Certificate | <input type="checkbox"/> Easement/ROW Exhibits |
| <input type="checkbox"/> Civil Design | <input type="checkbox"/> Structural Design | <input type="checkbox"/> Electrical Design |
| <input type="checkbox"/> Mechanical Design | <input type="checkbox"/> Architectural Design | <input type="checkbox"/> Landscape Architecture |
| <input type="checkbox"/> Contract Docs for Bid | <input type="checkbox"/> Contract Docs for quote | <input type="checkbox"/> Design Documents only |
| <input type="checkbox"/> Bid Administration | <input type="checkbox"/> Construction Admin. | <input type="checkbox"/> RPR Services |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Warranty Inspection |
| <input type="checkbox"/> Study / Report | <input type="checkbox"/> Grant Application Preparation | <input checked="" type="checkbox"/> Other (described below) |

Owner's General Description of Project: Provide service for permitting of proposed fixed and floating dock improvements and installation on Riverfront property sw of intersection of Dock Street and Front Street.

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

Consultant to provide detailed proposed scope of work, with any applicable associated milestones, dates, and costs associated with phases of work:

Proposed Scope of Work: CE shall provide services to apply and obtain necessary permits for proposed floating boat dock, fixed pier and all associated appurtenances. Permits and actions include:

1. Section 10 permit for construction over water
2. Coastal Zone Consistency Determination
3. US Fish & Wildlife Concurrence Impacts to Endangered Species
4. Concurrence from Mississippi Department of Archives and History on cultural resources.
5. MDEQ Water Quality Certification
6. Secretary of State tideland Lease
7. Oyster Bed & SAV Survey
8. Dredging Permit for Maintenance Dredging.
- 9. Obtain Cultural Resources Survey and approval from MDAH**

Timeline and Milestones: CE will begin work within 3 days. CE will submit permit application(s) within 45 days.

Cost and Method of Compensation (Lump Sum or Hourly Rates): CE will provide permitting services as described on a time and material basis not to exceed \$12,500.00

§7DII By initialing here, the Consultant agrees that the above described scope of work represents a complete scope of work consistent with the goals of the Owner and no additional tasks will be needed to accomplish the intent.

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated February 4, 2015.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: *[Signature]*

DATE: 3/4/16



AGENDA ITEM REQUEST FORM

Meeting Date: March 15, 2016

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

Agenda Topic: Claims Docket for March 15, 2016

Attach additional information as necessary

Action Requested:

Approve Order for Docket of Claims

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

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 of February 26, 2016, through March 11, 2016, has been presented to the City Council for allowance and approval;
WHEREAS, the below claim numbers 02-02-01, 02-16-02 and 02-03 have also been presented to the City Council for allowance and approval:

February 02, 2016

Claim 02-02-01

010	General Fund	\$ 482,820.64
400	Pascagoula Utilities	<u>21,506.59</u>
	Total	<u>\$ 504,327.23</u>

February 16, 2016

Claim 02-16-02

010	General Fund	\$ 481,950.69
400	Pascagoula Utilities	<u>21,446.55</u>
	Total	<u>\$ 503,397.24</u>

Miscellaneous Claim

Claim 02-03

1000	City Share FICA	\$ 48,698.83
1100	City Share Medicare	11,389.23
7000	City Share PERS	<u>125,732.91</u>
	Total	<u>\$ 185,820.97</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.

CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
A & B DISCOUNT TIRES INC					
90993	TIRES/ST-52	01020170 - 552120		16001474	\$1,734.00
91134	FLAT REPAIR/ST DEPT	01020170 - 552120		16001371	\$31.00
91135	FLAT REPAIR/ST DEPT	01020170 - 552120		16001371	\$31.00
VENDOR TOTAL:					\$1,796.00
ABSOLUTE PROTECTION INC					
90994	MOTION SENSOR/KEYPADS SMMET	04215075 - 568100		16001548	\$1,727.00
90996	MONTHLY MONITORING/WATER	40067275 - 562880		16000117	\$190.00
VENDOR TOTAL:					\$1,917.00
ACCURATE CONTROL EQUIPMENT INC					
90995	QUARTERLY PMT/FOLDER/INSERTER	40065275 - 562095		16001695	\$1,549.11
VENDOR TOTAL:					\$1,549.11
ACTION PRINTING CENTER INC					
91210	BUSINESS CARDS/DUNN/SANABRIA	01011075 - 559000		16001076	\$95.00
VENDOR TOTAL:					\$95.00
AD2					
91137	EMAIL MARKETING	01007075 - 558500		16000122	\$59.10
VENDOR TOTAL:					\$59.10
AMAZON COM					
91090	LG ELECTRONICS USB	01008070 - 550100		16001205	\$143.08
91094	6 FT MINI DISPLAY	01008070 - 550100		16001205	\$163.96
91095	MONITORS	01008070 - 550100		16001205	\$259.98
91097	CABLE DISPLAYPORT	01008070 - 550100		16001205	\$89.95
91099	MONITOR/250GB SSD	01008070 - 550100		16001205	\$393.96
91101	FREESTANDING DUAL MOUNT	01008070 - 550100		16001205	\$49.96
91103	COMPUTER SUPPLIES	01008070 - 550100		16001205	\$344.70
91104	HIGH SPEED HDMI	01008070 - 550100		16001205	\$27.45
91105	COMPUTER SUPPLIES	01008070 - 550100		16001205	\$903.40
VENDOR TOTAL:					\$2,376.44
AMERICAN RED CROSS					
91209	FACILITY OPERATING FEE	01030170 - 551000		16001761	\$300.00
VENDOR TOTAL:					\$300.00
APPLEWHITE RECYCLING SYSTEM LLC					
91212	2/16 WASTE DISPOSAL	48068575 - 561150		16001798	\$1,299.00
VENDOR TOTAL:					\$1,299.00
ASSURED PARTNERS GULF COAST INS AGENCY L					

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91285	RENEWAL OF BOAT INSURANCE	01009975 - 560150		16001820	\$18,814.00
VENDOR TOTAL:					\$18,814.00
BARGAIN ANNEX					
90997	UNIFORM SHIRTS/ADAMS	01010070 - 551500		16000938	\$151.92
91222	UNIFORMS/T LEGGINS	01010070 - 551500		16001078	\$104.88
91223	UNIFORMS/K STEVENS	01010070 - 551500		16001078	\$49.98
VENDOR TOTAL:					\$306.78
BARNEYS POLICE SUPPLIES					
91087	PARTITION/NEW POLICE VEHICLE	04014880 - 578800		16000667	\$3,372.43
VENDOR TOTAL:					\$3,372.43
BAY AREA BLUEPRINT & REPROGRAPHICS					
91138	SCANNER DOCUMENT CARRIERS	40065070 - 550000		16001229	\$1,218.00
VENDOR TOTAL:					\$1,218.00
BAY CONCRETE					
91139	CONCRETE/CONVENT ST	01020175 - 562415		16001376	\$1,600.00
91140	CONCRETE/NAVAHO	01020175 - 562415		16001376	\$1,500.00
91141	CONCRETE/KREBS	01020175 - 562415		16001376	\$475.00
91142	CONCRETE/PROSPECT	01020175 - 562415		16001376	\$275.00
VENDOR TOTAL:					\$3,850.00
BELL AUTO PARTS					
91106	SHOP SUPPLIES/ MECHANIC SHOP	01024070 - 551900		16001468	\$128.85
91219	MISC AUTO PARTS/ST DEPT	01020170 - 552000		16001351	\$406.21
91220	EQUIPMENT PARTS/ST DEPT	01020170 - 552020		16001352	\$325.67
91221	OIL/OIL FILTER/FLUIDS/ST DEPT	01020175 - 562600		16001353	\$1,055.84
VENDOR TOTAL:					\$1,916.57
BOYER ABSTRACTING					
90998	TITLE SEARCH DILAPIDATED PROPE	01018075 - 555400		16001650	\$248.00
VENDOR TOTAL:					\$248.00
BOYS & GIRLS CLUB OF JACKSON COUNTY					
90991	ADVERTISING RESOURCES OF CITY	01000175 - 567000		16001740	\$100.00
VENDOR TOTAL:					\$100.00
BROWN, MITCHELL & ALEXANDER INC					
91281	RIGHT OF WAY SVC/HOSPITAL RD	01020180 - 578000	91201	16001804	\$15,975.00
91282	RIGHT OF WAY SVC/ HOSPITAL RD	01020180 - 578000	91201	16001804	\$11,250.00
VENDOR TOTAL:					\$27,225.00

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CLAIMS REPORT
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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
BSN SPORTS-SPORT SUPPLY GROUP INC					
91207	WIND SCREENS	01030170 - 552600		16001306	\$885.56
VENDOR TOTAL:					\$885.56
RODERICK BUFORD					
90999	REFEREE PAY	01030175 - 568950		16001732	\$72.00
VENDOR TOTAL:					\$72.00
DEBORAH BURTS					
91000	REFEREE PAY	01030175 - 568950		16001735	\$160.00
VENDOR TOTAL:					\$160.00
CAPITOL RESOURCES LLC					
91279	2/20-3/19/16 PROFESSIONAL SVC	40065575 - 555900		16001819	\$2,500.00
VENDOR TOTAL:					\$2,500.00
CENTRAL PIPE SUPPLY INC					
91001	FITTINGS / STOCK	40067270 - 552820		16000268	\$944.88
91002	FITTINGS / STOCK	40067270 - 552820		16000268	\$683.60
91004	CHECK VALVES/CURB STOPS/STOCK	40067270 - 552820		16000210	\$2,430.52
91005	CHECK VALVES/CURB STOPS/STOCK	40067270 - 552820		16000210	\$1,214.35
91006	8" X 6" FLANGED / TELEPHONE WE	40067270 - 552810		16000640	\$143.40
91007	FORD ADAPTERS/STOCK	40067270 - 552820		16000348	\$245.84
91008	NEW LAPTOP/TRIMBLE/METERS	40067080 - 578700		16000339	\$14,600.00
91009	BRASS COUPLINGS/STOCK	40067270 - 552820		16000597	\$760.16
91010	BRASS TEE	40067270 - 552820		16000597	\$10.90
91204	METER BOXES/STOCK	40067270 - 552800		16001659	\$1,729.28
91206	METER BOXES/STOCK	40067270 - 552800		16001659	\$246.00
VENDOR TOTAL:					\$23,008.93
CITY ELECTRIC SUPPLY CO					
91011	OUTSIDE LIGHTING/ PUBLIC WORKS	01024070 - 552200		16001646	\$242.41
91013	OUTSIDE LIGHTING/PUBLIC WORKS	01024070 - 552200		16001564	\$750.00
91143	ELECTRICAL SUPPLIES	01015570 - 552200		16001087	\$5.18
91144	ELECTRICAL SUPPLIES	01015570 - 552200		16001087	\$95.45
91145	BUILDING MATERIALS	01030170 - 552200		16001383	\$98.74
91146	BUILDING MATERIALS	01030170 - 552200		16001383	\$120.75
91147	BUILDING MATERIALS	01030170 - 552200		16001383	\$33.48
91148	BUILDING MATERIALS	01030170 - 552200		16001383	\$95.57
91012	LIGHTING/BC CHLORINE ROOM	40067275 - 562880		16001565	\$146.06
VENDOR TOTAL:					\$1,587.64
CITY OF MOSS POINT					
91014	12/21/15-1/20/16 WATER BILL/TS	48068575 - 562610		16001682	\$23.00

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CLAIMS REPORT
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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$23.00
CITY OF PASCAGOULA					
91079	3/16 GROUP HEALTH INS	01000165 - 541000			\$3,566.67
91079		01001065 - 541000			\$3,566.67
91079		01002065 - 541000			\$2,675.00
91079		01004065 - 541000			\$1,783.33
91079		01005065 - 541000			\$3,566.67
91079		01005565 - 541000			\$1,783.33
91079		01006065 - 541000			\$1,783.33
91079		01007065 - 541000			\$3,566.67
91079		01008065 - 541000			\$1,783.33
91079		01010065 - 541000			\$2,675.00
91079		01010565 - 541000			\$20,508.33
91079		01011065 - 541000			\$16,941.67
91079		01011265 - 541000			\$36,558.33
91079		01013065 - 541000			\$1,783.33
91079		01015565 - 541000			\$891.67
91079		01016065 - 541000			\$2,675.00
91079		01016165 - 541000			\$48,150.00
91079		01016265 - 541000			\$891.67
91079		01016565 - 541000			\$891.67
91079		01018065 - 541000			\$8,025.00
91079		01024165 - 541000			\$1,783.33
91079		01025065 - 541000			\$1,783.33
91079		01030065 - 541000			\$2,675.00
91079		01030165 - 541000			\$12,483.33
91079		01035565 - 541000			\$891.67
91079		01040265 - 541000			\$4,458.33
91079		01040465 - 541000			\$891.67
91079	3/16 GROUP HEALTH INS	40065065 - 541000			\$2,675.00
91079		40065265 - 541000			\$6,241.67
91079		40067165 - 541000			\$2,675.00
VENDOR TOTAL:					\$200,625.00
CITY SHOE SHOP INC #1					
91216	UNIFORM BOOTS/SHOES	01010070 - 551500		16001075	\$89.95
91217	UNIFORM BOOTS/SHOES	01010070 - 551500		16001075	\$89.95
91218	UNIFORM BOOTS/SHOES	01010070 - 551500		16001075	\$89.95
VENDOR TOTAL:					\$269.85
CONSOLIDATED PIPE & SUPPLY CO INC					
91018	REDUCERS/MONACO DR PROJECT	01020175 - 562400		16000796	\$380.00
91019	EROSION MATTING/STOCK	01020175 - 562400		16001651	\$1,276.00
91088	LIGHTHOUSE PARK BOLLARDS	01030170 - 552600		16001615	\$232.30
91015	AUX FIRE HYDRANT VALVE ASSY/ST	40067270 - 552780		16001620	\$4,104.00

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91016	WATER LINE REPAIR / MARTIN ST	40067270 - 552820		16001670	\$1,045.00
91017	TAPPING SLEEVES/STOCK	40067280 - 578300		16001652	\$2,220.00
VENDOR TOTAL:					\$9,257.30
<hr/>					
CONTROL SYSTEMS INC					
91149	DUPLEX LEVEL CONTROLLER	40067370 - 552850		16001655	\$4,935.16
VENDOR TOTAL:					\$4,935.16
<hr/>					
JASON C CRAWFORD					
91203	PER DIEM/FIRE SVC INSTRUCTOR	05016875 - 557000		16001769	\$164.00
VENDOR TOTAL:					\$164.00
<hr/>					
DADE PAPER CO					
91107	JANITORIAL SUPPLIES	01030170 - 551420		16001664	\$557.69
VENDOR TOTAL:					\$557.69
<hr/>					
DELTA SANITATION LLC					
91021	2/9/16 HAUL/4015 14TH ST	48068575 - 561400		16001683	\$200.00
91022	2/9/16 HAUL/4015 14TH ST	48068575 - 561400		16001683	\$270.00
91201	3/16 FRONTLOAD SVC	48068575 - 561400		16001800	\$1,341.38
91202	2/16 RESIDENTIAL SVC	48068575 - 561100		16001807	\$80,699.55
91202		48068575 - 561400		16001807	\$9,291.00
VENDOR TOTAL:					\$91,801.93
<hr/>					
DELTACOM					
91023	2/16 PHONE SVC	01009975 - 556040		16001685	\$623.89
91024	2/16 PHONE SVC	01009975 - 556040		16001685	\$1,797.19
VENDOR TOTAL:					\$2,421.08
<hr/>					
EAST BEACH SPECIALTIES INC					
91025	UNIFORM SHIRTS/UTILITIES	40067170 - 551500		16000899	\$243.75
VENDOR TOTAL:					\$243.75
<hr/>					
ECO-SYSTEMS, INC					
91214	CONSULTANTS/EPA BROWNFIELD	10041075 - 568440	21403	15003116	\$22,159.44
VENDOR TOTAL:					\$22,159.44
<hr/>					
FAMILY FROZEN FOODS INC					
91108	BASKETBALL CONCESSIONS	01030170 - 551900		16001380	\$104.50
91109	BASKETBALL CONCESSIONS	01030170 - 551900		16001380	\$86.60
91110	BASKETBALL CONCESSIONS	01030170 - 551900		16001380	\$27.87
91111	BASKETBALL CONCESSIONS	01030170 - 551900		16001380	\$52.79
VENDOR TOTAL:					\$271.76

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
ARCHIE FITCH					
91298	TUITION REIMBURSEMENT	01007075 - 557700		16001684	\$567.00
VENDOR TOTAL:					\$567.00
FOUR SEASONS GARDEN CENTER					
91026	FLOWER BASKETS	01024170 - 552300		16001447	\$258.00
91199	FLOWERS/BELAIR MEDIANS	01024170 - 552300		16001743	\$675.00
VENDOR TOTAL:					\$933.00
FUELMAN OF MS					
91027	2/22-28/16 FUEL USAGE	01000175 - 568440	15002	16001703	\$56.33
91027		01010070 - 551300		16001703	\$1,676.03
91027		01016070 - 551300		16001703	\$34.07
91027		01016170 - 551300		16001703	\$159.16
91027		01018070 - 551300		16001703	\$30.02
91027		01020170 - 551300		16001703	\$406.81
91027		01024070 - 551300		16001703	\$7.56
91027		01024170 - 551300		16001703	\$74.78
91027		01025070 - 551300		16001703	\$29.01
91027		01030070 - 551300		16001703	\$65.22
91027		01030170 - 551300		16001703	\$185.45
91200	2/29-3/6/16 FUEL USAGE	01000175 - 568440	15002	16001795	\$31.11
91200		01010070 - 551300		16001795	\$1,750.30
91200		01016070 - 551300		16001795	\$56.57
91200		01016170 - 551300		16001795	\$237.91
91200		01018070 - 551300		16001795	\$104.65
91200		01020170 - 551300		16001795	\$352.14
91200		01024070 - 551300		16001795	\$90.23
91200		01024170 - 551300		16001795	\$63.30
91200		01025070 - 551300		16001795	\$30.71
91200		01030070 - 551300		16001795	\$35.49
91200		01030170 - 551300		16001795	\$115.57
91027	2/22-28/16 FUEL USAGE	40065070 - 551300		16001703	\$23.09
91027		40067170 - 551300		16001703	\$57.12
91027		40067270 - 551300		16001703	\$324.84
91027		40067370 - 551300		16001703	\$120.05
91027		40067470 - 551300		16001703	\$239.60
91200	2/29-3/6/16 FUEL USAGE	40065070 - 551300		16001795	\$24.43
91200		40067170 - 551300		16001795	\$56.94
91200		40067270 - 551300		16001795	\$246.47
91200		40067370 - 551300		16001795	\$114.16
91200		40067470 - 551300		16001795	\$231.92
VENDOR TOTAL:					\$7,031.04
GEOGRAPHIC COMPUTER TECHNOLOGIES					
91197	3/16 GIS WEBSITE LICENSE FEES	01008075 - 555900		16000365	\$300.00

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$300.00
GOOD EARTH PRODUCTS INC					
91215	SEWER SOLVENT/STOCK	40067370 - 552850		16001360	\$2,499.25
91215		40067370 - 552860		16001360	\$2,499.25
VENDOR TOTAL:					\$4,998.50
GOODGAMES' INC					
91028	INVITATIONS/SARAH THOMAS	01002075 - 555900		16001629	\$128.61
91029	CITY SIGNAGE REPLACEMENT	01040470 - 551180		16001482	\$820.00
91030	PLAQUE/SARAH THOMAS BAILEY	01000175 - 568990		16001753	\$65.00
VENDOR TOTAL:					\$1,013.61
GRAHAM CONSTRUCTION COMPANY INC					
91211	BORES/MARTIN STREET BRIDGE	40067270 - 552820		16001239	\$16,900.00
91211		40067370 - 552860		16001239	\$12,900.00
91211		40067470 - 552840		16001239	\$6,200.00
VENDOR TOTAL:					\$36,000.00
PATRICE P GREEN					
91031	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001663	\$408.75
91032	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001739	\$285.00
91280	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001788	\$341.25
VENDOR TOTAL:					\$1,035.00
GT DEVELOPMENT & CONTRACTIN					
91198	CHEROKEE FOREST INFRASTRUCTURE	40067280 - 578300	91502	15003115	\$39,978.31
91198		40067380 - 578400	91502	15003115	\$6,175.50
VENDOR TOTAL:					\$46,153.81
GULF SALES & SUPPLY INC					
91034	WALKING GROOVER/EDGER/ST-48	01020170 - 553000		16001557	\$310.89
91036	TOOLS/THE MECHANIC SHOP	01016570 - 553000		16001543	\$190.00
91117	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$68.00
91118	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$20.11
91119	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$62.83
91120	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$99.00
91121	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$167.86
91122	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$39.90
91123	CONSTRUCTION MATERIAL/ST DEPT	01020170 - 552500		16001355	\$15.90
91035	TOMMY LIFT CABLE/W-19	40067275 - 562600		16001569	\$38.00
91114	HAMMER BIT/FLASHLIGHT	40067370 - 551900		16001356	\$312.21
91115	MISC SUPPLIES	40067370 - 551900		16001356	\$44.66
91116	DIGGING SHOVELS	40067370 - 551900		16001356	\$180.30

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$1,549.66
MICHAEL K HARBIN					
91196	PER DIEM/FIRE INVESTIGATOR	05016875 - 557000		16001768	\$328.00
VENDOR TOTAL:					\$328.00
HAYGOODS INDUSTRIAL ENGRAVERS					
91037	BASKETBALL TROPHIES	01030170 - 553100		16001598	\$465.00
91193	GYM DEDICATION SIGN/S THOMAS	01030175 - 568950		16001745	\$220.00
91195	NAME PLATES FOR OFFICE DOORS	01010075 - 559000		16001766	\$108.00
VENDOR TOTAL:					\$793.00
JAMES HICKS					
91038	EMT CARD REIMBURSEMENT	01016170 - 550120		16001744	\$15.00
VENDOR TOTAL:					\$15.00
INSTITUTE FOR COMPATIBLE DEVELOPMENT					
91039	QUARTERLY PLEDGE/JC SMALL BUSI	01000175 - 568615		16001640	\$2,500.00
VENDOR TOTAL:					\$2,500.00
JACKSON CO ADULT DETENTION CENTER					
91192	2/16 PRISONER HOUSING/MEDICATI	01011575 - 568950		16001803	\$8,722.55
VENDOR TOTAL:					\$8,722.55
JACOBY-COR MEASUREMENT & CONTROL LLC					
91040	YZ ODORIZER MAINT	40067470 - 552840		16000705	\$2,997.50
VENDOR TOTAL:					\$2,997.50
CHARLES JAMES JR					
91041	REFEREE PAY	01030175 - 568950		16001729	\$48.00
VENDOR TOTAL:					\$48.00
JIMS TIRE INC					
91043	TIE RODS/S-12	40067375 - 562600		16001420	\$345.59
VENDOR TOTAL:					\$345.59
KING'S INC					
91045	PARTS/FD-1	01016570 - 552020		16001618	\$126.57
VENDOR TOTAL:					\$126.57
LOCKARD & WILLIAMS INSUR SERV PA					
91283	2/23-3/8/16 CLAIMS RUN	50050075 - 568010			\$81,317.91
VENDOR TOTAL:					\$81,317.91

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CLAIMS REPORT
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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
LOWES HOME CENTERS INC					
91089	QUICKCRETE/PROMENADE	01030170 - 552600		16001445	\$148.54
91124	CONCRETE MIX/STOCK	01020170 - 552500		16001726	\$401.34
91125	DEPOT BUILDING MATERIALS	01024070 - 552200		16001367	\$444.70
91126	BLINDS/CITY HALL	01009070 - 552200		16001422	\$205.20
91127	BUILDING SUPPLIES	01015570 - 552200		16001215	\$27.53
91128	BUILDING SUPPLIES	01015570 - 552200		16001215	\$24.62
91129	BUILDING SUPPLIES	01015570 - 552200		16001215	\$43.60
91130	BUILDING SUPPLIES	01015570 - 552200		16001215	\$56.74
91131	BUILDING SUPPLIES	01015570 - 552200		16001215	\$26.56
91132	BUILDING SUPPLIES	01015570 - 552200		16001215	\$14.69
91133	BUILDING SUPPLIES	01015570 - 552200		16001215	\$34.02
91224	ROOF/SHEET ROCK REPAIRS/CITY H	01009070 - 552200		16000999	\$40.70
91225	ROOF/SHEET ROCK REPAIRS/CITY H	01009070 - 552200		16000999	\$320.78
91226	ROOF/SHEET ROCK REPAIRS/CITY H	01009070 - 552200		16000999	\$7.58
91227	ROOF/SHEET ROCK REPAIRS/CITY H	01009070 - 552200		16000999	\$30.20
91228	ROOF/SHEET ROCK REPAIRS/CITY H	01009070 - 552200		16000999	\$286.02
91229	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$7.35
91230	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$31.48
91231	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$15.04
91232	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$21.66
91233	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$17.34
91234	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$10.60
91235	BUILDING MATERIALS/PARK & REC	01030170 - 552200		16001386	\$16.87
91236	CONSTRUCTION MATERIALS/STOCK	01020170 - 552500		16001375	\$64.35
91237	CONSTRUCTION MATERIALS/STOCK	01020170 - 552500		16001375	\$22.18
91238	CONSTRUCTION MATERIALS/STOCK	01020170 - 552500		16001375	\$46.49
91239	CONSTRUCTION MATERIALS/STOCK	01020170 - 552500		16001375	\$141.22
91240	CONSTRUCTION MATERIALS/STOCK	01020170 - 552500		16001375	\$51.01
91242	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$13.28
91243	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$9.06
91244	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$32.25
91245	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$4.50
91246	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$47.34
91247	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$22.17
91248	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$18.92
91251	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$18.98
91252	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$22.16
91253	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$10.04
91254	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$38.41
91255	BUILDING MATERIALS/STOCK	01024070 - 552200		16001372	\$47.48
91256	FIELD/COURT SUPPLIES	01030170 - 552600		16001377	\$198.66
91257	FIELD/COURT SUPPLIES	01030170 - 552600		16001377	\$52.21
91258	FIELD/COURT SUPPLIES	01030170 - 552600		16001377	\$12.28
VENDOR TOTAL:					\$3,106.15

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
MACLAND ASH DISPOSAL INC					
91150	02/16 WASTE DISPOSAL	48068575 - 561150		16001605	\$66.00
91151	02/16 WASTE DISPOSAL	48068575 - 561150		16001605	\$20.00
91152	02/16 WASTE DISPOSAL	48068575 - 561150		16001605	\$11.75
91153	02/16 WASTE DISPOSAL	48068575 - 561150		16001605	\$34.50
VENDOR TOTAL:					\$132.25
MALLETTE BROTHERS CONSTRUCTION INC					
91154	02/16 ASPHALT	01020175 - 562420		16001364	\$2,021.03
VENDOR TOTAL:					\$2,021.03
JAMES D MASSEY					
91259	FBI ACADEMY	04014875 - 567000		16001828	\$2,800.00
VENDOR TOTAL:					\$2,800.00
MAX SUPPLY COMPANY					
91155	DEGREASER/SEWER DEPT	40067370 - 552850		16001558	\$2,315.00
VENDOR TOTAL:					\$2,315.00
MCCAIN UNIFORMS					
91175	UNIFORMS/POLICE DEPT	01010070 - 551500		16001794	\$1,570.10
91176	UNIFORMS/POLICE DEPT	01010070 - 551500		16001794	\$320.70
VENDOR TOTAL:					\$1,890.80
RODRICK MEANS					
91156	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001737	\$72.00
VENDOR TOTAL:					\$72.00
MIDSOUTH METER & REGULATOR					
91033	(9) METER TESTS/GAS DEPT	40067470 - 552830		16001612	\$1,450.00
91033		40067475 - 555900		16001612	\$1,155.00
VENDOR TOTAL:					\$2,605.00
MS DEPT OF INFORMATION TECHNOLOGY SVC					
91042	02/16 ETHERNET CIRCUIT	01009975 - 556040		16001713	\$3,736.96
91178	02/16 NCIC SERVICE/FEES	01010575 - 562610		16001777	\$224.00
91177	02/16 NCIC/SMMET	04215075 - 568100		16001778	\$224.00
VENDOR TOTAL:					\$4,184.96
MS GULF COAST REGIONAL WASTEWATER					
91044	03/16 WASTEWATER TREATMENT	40067375 - 561500		16001714	\$311,838.00
VENDOR TOTAL:					\$311,838.00
MS LAW JOURNAL INC					

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91046	2016 NEWSLETTER	01006070 - 550200		16001710	\$95.00
VENDOR TOTAL:					\$95.00
MS MUNICIPAL CLERKS ASSOCIATION					
91047	CERTIFICATION DESIGNATION/SUMM	01006075 - 557600		16001711	\$150.00
VENDOR TOTAL:					\$150.00
MS PRESS REGISTER INC					
91048	NOTICE:PLANNING/ROBERTSON	01009975 - 558000		16001747	\$52.92
VENDOR TOTAL:					\$52.92
MS STATE COUNCIL OF SHRM					
91049	MSHR CONF/V MOORE	01007075 - 557600		16001656	\$275.00
VENDOR TOTAL:					\$275.00
MS STATE FIRE ACADEMY					
91180	DRIVER/OPERATOR:GRIMME	01016075 - 557900		16001762	\$122.75
91181	DRIVER/OPERATOR:WOODS	01016075 - 557900		16001762	\$122.75
VENDOR TOTAL:					\$245.50
MUNICIPAL GAS AUTHORITY OF MS					
91050	01/16 NATURAL GAS SERVICE	40067475 - 574000		16001718	\$203,889.52
VENDOR TOTAL:					\$203,889.52
NATIONAL AUDUBON SOCIETY					
91260	URBAN FOREST GRANT/I G LEVY PA	10041075 - 568440	31501	16001811	\$9,062.00
VENDOR TOTAL:					\$9,062.00
BENJAMIN NEWTON					
91051	REIMB/EMT CARD	01016170 - 550120		16001717	\$15.00
VENDOR TOTAL:					\$15.00
NOTARY PUBLIC UNDERWRITERS INC					
91052	RENEWAL/E WILLIAMS	01006075 - 555400		16001755	\$108.00
VENDOR TOTAL:					\$108.00
OCCUPATIONAL HEALTH CENTER, INC.					
91053	NEW HIRE PHYSICALS/DRUG SCREEN	01007075 - 555500		16001687	\$65.00
91053		01007075 - 555510		16001687	\$30.00
VENDOR TOTAL:					\$95.00
OCEAN SPRINGS SAFE & LOCK SERVICE LLC					
91182	RE-KEY FIRING RGE/POLICE DEPT	01015575 - 562900		16001767	\$182.30

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$182.30
OFFICE DEPOT INC					
91157	OFFICE SUPPLIES/SMMET	04215075 - 568100		16001547	\$115.96
91183	OFFICE SUPPLIES/SMMET	04215075 - 568100		16001501	\$75.78
91158	OFFICE SUPPLIES/VARIOUS DEPTS	40065070 - 550000		16001582	\$29.66
VENDOR TOTAL:					\$221.40
O'REILLY AUTO PARTS					
91054	REPAIR PARTS/UNIT PB-1	01018075 - 562600		16001676	\$66.84
91055	ALTERNATOR/UNIT S-10	40067375 - 562610		16001575	\$171.14
91056	SWAY BAR/UNIT U-18	40067175 - 562600		16001730	\$41.00
VENDOR TOTAL:					\$278.98
PANDLE INC					
91159	02/16 ASPHALT	01020175 - 562420		16001365	\$3,686.20
VENDOR TOTAL:					\$3,686.20
PASCAGOULA DUGOUT CLUB					
91057	ADV RESOURCES/FULL PGE	01000175 - 567000		16001741	\$200.00
VENDOR TOTAL:					\$200.00
PASCAGOULA ROTARY CLUB					
91058	ADV RESOURCES/SPONSORSHIP	01000175 - 567000		16001742	\$250.00
VENDOR TOTAL:					\$250.00
PASCAGOULA TIRE AND SERVICE INC					
91060	AUTO MAINT/UNIT-14528	01010075 - 562600		16001637	\$33.54
91061	AUTO MAINT/UNIT-14141	01010075 - 562600		16001637	\$33.54
91062	AUTO MAIN/UNIT-14237	01010075 - 562600		16001637	\$33.54
91261	AUTO MAINT/UNIT-12638	01010075 - 562600		16001797	\$782.12
91262	AUTO MAINT/UNIT-14861	01010075 - 562600		16001797	\$33.54
91263	AUTO MAINT/UNIT-14866	01010075 - 562600		16001797	\$33.54
91264	AUTO MAINT/UNIT-14870	01010070 - 552100		16001797	\$558.77
91264		01010075 - 562600		16001797	\$32.49
91265	AUTO MAINT/UNIT-12133	01010075 - 562600		16001797	\$407.93
91266	AUTO MAINT/UNIT-12505	01010075 - 562600		16001797	\$256.92
91267	FLAT REPAIRS/POLICE DEPT	01010070 - 552100		16001797	\$246.81
91268	FLAT REPAIR/UNIT-12485	01010070 - 552100		16001797	\$16.99
91269	FLAT REPAIR/UNIT-14530	01010070 - 552100		16001797	\$14.29
91059	AUTO MAINT/UNIT W-27	40067275 - 562600		16001595	\$33.54
VENDOR TOTAL:					\$2,517.56
PERKINS TIRE & POLARIS					
91063	TIRE REPAIR/UNIT PM-12808	01024070 - 552100		16001562	\$19.50

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$19.50
<hr/>					
PUBLIC SAFETY ACADEMICS AND CONSULTING,					
91184	DISPATCHER TRAINING/COLLIER	01013075 - 567000		16001781	\$300.00
VENDOR TOTAL:					\$300.00
<hr/>					
PUGH'S FLORAL SHOP					
91270	DECORATING SUPPLIES/SR CENTER	01030075 - 567000		16001390	\$52.75
VENDOR TOTAL:					\$52.75
<hr/>					
SAINT VINCENT DE PAUL SOCIETY					
91064	01/16 PROJECT COPE	40000000 - 220515		16001750	\$426.47
VENDOR TOTAL:					\$426.47
<hr/>					
SCRANTON BROADCASTING CO LLC					
91065	02/16 COUNCIL MEETINGS	01002075 - 555900		16001751	\$600.00
VENDOR TOTAL:					\$600.00
<hr/>					
SERVICEMASTER ONE CALL					
91066	03/16 JANITORIAL SERVICES	01009075 - 562100		16000347	\$8,598.00
VENDOR TOTAL:					\$8,598.00
<hr/>					
SHERWIN WILLIAMS COMPANY					
91185	PAINT/POLICE DEPT	01015570 - 552200		16001772	\$51.67
91271	PAINT/POLICE DEPT	01015570 - 552200		16001570	\$51.67
91272	PAINT/POLICE DEPT	01015570 - 552200		16001570	\$33.83
91273	PAINT/POLICE DEPT	01015570 - 552200		16001570	\$307.30
VENDOR TOTAL:					\$444.47
<hr/>					
SHINDIGZ					
91067	ENCHANTMENT BALL/REC	01030175 - 567000		16001097	\$279.87
VENDOR TOTAL:					\$279.87
<hr/>					
SHRED IT					
91186	DOCUMENT SHREDDING/POLICE DEPT	01015575 - 562900		16001780	\$58.58
VENDOR TOTAL:					\$58.58
<hr/>					
SIMKINS BRENDA					
91069	MILEAGE REIMB/JCUA TASK FORCE	01000175 - 557000		16001707	\$203.04
VENDOR TOTAL:					\$203.04
<hr/>					
LARRY W SIMS					
91068	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001733	\$88.00

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$88.00
SINGING RIVER ELECTRIC POWER ASSOC					
91213	12/15 POWER BILL	01009975 - 561000		16001802	\$9,959.80
91213		01030075 - 561000		16001802	\$1,309.72
91213		01030175 - 561000		16001802	\$4,524.14
91213	12/15 POWER BILL	40065575 - 561000		16001802	\$16,496.27
VENDOR TOTAL:					\$32,289.93
SINGING RIVER GLASS LLC					
91161	WINDSHEILD REPAIR/POLICE DEPT	01010075 - 562600		16001545	\$190.00
VENDOR TOTAL:					\$190.00
FLOYD R SMITH					
91070	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001734	\$72.00
VENDOR TOTAL:					\$72.00
SOUTHERN FINANCIAL SYSTEMS INC					
91073	02/01-02/15 COURT FINE COLLECT	01000030 - 432800		16001622	\$92.24
VENDOR TOTAL:					\$92.24
SOUTHERN PIPE & SUPPLY CO INC					
91162	PLUMBING SUPPLIES/REC	01030170 - 552200		16001379	\$16.08
91163	PLUMBING SUPPLIES/REC	01030170 - 552200		16001379	\$44.48
VENDOR TOTAL:					\$60.56
STANDARD PARTS OF JACKSON CO INC					
91074	OIL & FILTERS/GAS DEPT VEHICLE	40067475 - 562600		16001667	\$151.50
VENDOR TOTAL:					\$151.50
STAR SERVICE INC					
91071	03/16 HVAC MAINT	01009075 - 562200		16000124	\$6,644.00
VENDOR TOTAL:					\$6,644.00
STEINER SAW & MOWER					
91072	CHAINS/STREET DEPT	01020170 - 553000		16001563	\$260.00
VENDOR TOTAL:					\$260.00
STRIBLING EQUIPMENT INC/EMPIRE					
91075	TEETH & PINS/ST-56 BACKHOE	01020175 - 562610		16001343	\$183.40
VENDOR TOTAL:					\$183.40
SUN COAST/CLAYS BUSINESS SUPPLY					
91076	COPY PAPER/FIRE DEPT	01016770 - 551420		16001631	\$56.50

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CLAIMS REPORT
WARRANT 031516

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91077	COPY PAPER/VARIOUS DEPTS	01004070 - 550020		16001572	\$142.11
91274	COPY PAPER/VARIOUS DEPTS	01004070 - 550020		16001702	\$312.50
VENDOR TOTAL:					\$511.11
THE SUN HERALD-GULF PUBLISHING CO					
91275	NOTICE:SCHOOL BOARD APPT	01009975 - 558000		16001815	\$438.24
91276	NOTICE:SCHOOL BOARD APPT	01009975 - 558000		16001815	\$435.24
91277	NOTICE:UTILITY RATES	01009975 - 558000		16001815	\$2,260.81
VENDOR TOTAL:					\$3,134.29
SUNCOAST INFRASTRUCTURE INC					
91078	SEWER EVAL/REHAB	40067380 - 578400	91507	15002481	\$366,742.87
VENDOR TOTAL:					\$366,742.87
TAPPER SECURITY INC					
91080	03/16 MONITORING/ART DEPOT	01030075 - 568006		16000109	\$10.00
91081	03/16 MONITORING/BEACH PRK	01030175 - 568006		16000205	\$23.00
91082	03/16 MONITORING/FIRING RGE	01015575 - 568006		16000123	\$15.00
91083	03/16 MONITORING/NATURE CTR	01035575 - 568006		16000110	\$15.00
91084	03/16 MONITORING/SR CTR	01030075 - 568006		16000111	\$26.00
VENDOR TOTAL:					\$89.00
TCS WARE INC					
91085	IN-CAR DVR & MONITOR/POLICE DE	04014880 - 578800		16001518	\$1,972.90
VENDOR TOTAL:					\$1,972.90
TEAM ONE COMMUNICATIONS INC					
91091	SHOULDER MICS/POLICE DEPT	01011270 - 551900		16000530	\$226.50
91187	RADIO REPAIR/POLICE DEPT	01010075 - 562610		16001771	\$193.00
VENDOR TOTAL:					\$419.50
FELICIA THOMAS					
91092	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001736	\$72.00
VENDOR TOTAL:					\$72.00
THOMSON WEST					
91093	01/16 ONLINE LEGAL RSCH	01006070 - 550000		16001712	\$457.90
VENDOR TOTAL:					\$457.90
TRANSUNION					
91188	02/16 BACKGRND SCH/POLICE DEPT	01010070 - 551000		16001783	\$110.00
VENDOR TOTAL:					\$110.00
TURF MASTERS					

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CLAIMS REPORT
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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91189	FLOWERS/VARIOUS LOCATIONS	01024170 - 552300		16001758	\$912.90
VENDOR TOTAL:					\$912.90
TYLER TECHNOLOGIES INC					
91096	03/16 COURT SOFTWARE MAINT	01008075 - 562010		16000392	\$939.33
VENDOR TOTAL:					\$939.33
UNITED STATES POSTMASTER					
91098	ANNUAL PERMIT FEE/1010	40065575 - 556500		16001691	\$225.00
VENDOR TOTAL:					\$225.00
THE UPS STORE					
91100	SHIPPING/GAS DEPT	40067475 - 557800		16001550	\$14.52
VENDOR TOTAL:					\$14.52
VERIZON WIRELESS, INC					
91190	01/21-02/20 CELL SERV/SMMET	04215075 - 568100		16001782	\$240.12
VENDOR TOTAL:					\$240.12
VISA					
91205	NATL LEAGUE CITIES CONF/SIMKIN	01000175 - 557600		16001689	\$400.00
91208	NATL LEAGUE CITIES CONF/SIMKIN	01000175 - 557000		16001689	\$18.00
VENDOR TOTAL:					\$418.00
W A REYNOLDS WHOLESALE CO					
91164	CONCESSIONS/BASKETBALL	01030170 - 551900		16001529	\$238.20
91165	CONCESSIONS/BASKETBALL	01030170 - 551900		16001529	\$84.05
VENDOR TOTAL:					\$322.25
WALMART COMMUNITY					
91166	CONCESSIONS/BASKETBALL	01030170 - 551900		16001531	\$150.53
91167	CONCESSIONS/BASKETBALL	01030170 - 551900		16001531	\$22.40
91168	TOUR OF LIGHTS/REC	01030175 - 567100		16000823	\$64.30
91169	TOUR OF LIGHTS/REC	01030170 - 551900		16000823	\$6.61
91170	SUPPLIES/NATURE CENTER	01030175 - 567100		16000823	\$13.90
91171	SUPPLIES/NATURE CENTER	01030170 - 551900		16000823	\$46.14
91172	DR. SEUSS SUPPLIES/REC	01030170 - 551900		16001701	\$12.50
91173	SUPPLIES/NATURE CENTER	01035570 - 551900		16001534	\$37.67
VENDOR TOTAL:					\$354.05
WATER & WASTE SPECIALTIES CO INC					
91102	FLUORIDE/WATER DEPT	40067270 - 552262		16001654	\$2,455.60
VENDOR TOTAL:					\$2,455.60

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CLAIMS REPORT
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WAYNE LEES GROCERY & MARKET INC					
91174	RAIN GEAR/POLICE DEPT	01011270 - 551490		16001602	\$98.99
91191	01/16 GROC/SR CENTER	01030075 - 567000		16001773	\$236.25
VENDOR TOTAL:					\$335.24

ROBIN WOOD					
91278	PER DIEM/PROCUREMENT MONTH	01005575 - 557000		16001817	\$41.00
VENDOR TOTAL:					\$41.00

GRAND TOTAL: \$1,607,233.72

GENERAL FUND	\$337,722.04
FORFIETURE & SEIZURE FUND	\$8,145.33
S MS METRO ENFORCEMENT TEAM	\$2,382.86
FIRE INSURANCE REBATE FUND	\$492.00
COMMUNITY DEVELOPMENT FUND	\$31,221.44
PASCAGOULA UTILITIES	\$1,052,695.96
SOLID WASTE MANAGEMENT FUND	\$93,256.18
PASCAGOULA GROUP INSURANCE	\$81,317.91
GRAND TOTAL	\$1,607,233.72