

PASCAGOULA CITY COUNCIL

REGULAR MEETING – TUESDAY, OCTOBER 4, 2016, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Hill

PLEDGE OF ALLEGIANCE: Councilman Pickett

PROCLAMATION:

1. Domestic Violence Awareness Month
2. Fire Prevention Month

CONSENT AGENDA:*

3. Minutes of the recessed regular Council meetings of September 15, 20 & 26, 2016
Recommended Action: *adopt and approve minutes.*
4. Minutes of the Pascagoula Redevelopment Authority meetings of July 14, 2016, August 11, 2016 and of September 2 & 8, 2016.
Recommended Action: *acknowledge receipt of minutes.*
5. Minutes of the Pascagoula Mayor's Youth Council meetings of August 8, 2016 and September 12, 2016.
Recommended Action: *acknowledge receipt of minutes.*
6. Minutes of the Recreation Commission meeting of August 3, 2016
Recommended Action: *acknowledge receipt of minutes.*
7. Advertise the resources of the City - Church in the Park & Light the Night
Recommended Action: *advertise the resources of the City for a Church in the Park event on Sunday, October 30, 2016, by providing electricity and access to the park amenities and traffic control. Also, advertise the resources of the City for Light the Night on Monday, October 31, 2016, by providing \$500.00, barricades, light plants, traffic control, trash barrels, EMT/Fire Department services and use of IG Levy Park.*
8. Request to Jackson County for use of a bucket truck and a driver to install cameras on top of the Lighthouse.
Recommended Action: *approve and authorize the Mayor to present a letter of request to Jackson County for the use of the Jackson County Recreation Department's bucket truck and a driver to install cameras on top of the Lighthouse.*

9. Contract for services by the Boys and Girls Club of Jackson County
Recommended Action: *approve contract for services at the Andrew Johnson Recreation Center by the Boys and Girls Club of Jackson County, Inc., in the amount of \$30,000.00 for the period from October 1, 2016 through September 30, 2017. Authorize the Mayor to execute the related documents.*
10. MEC's 15th Annual Hobnob MS
Recommended Action: *approve travel and registration for the City Council to attend the 15th Annual Hobnob MS in Jackson, MS, on October 26, 2016.*
11. Recommendation to Award Annual Concrete Bid #361
Recommended Action: *award Annual Concrete Bid #361 to the low bidder, Bay Concrete, Mobile, AL, with Bayou Concrete of Pascagoula, MS, being the secondary. The contract dates will be October 5, 2016 – October 4, 2017.*
12. Recommendation to Award Annual Sand Bid #364
Recommended Action: *award Annual Sand Bid #364 to the low bidder Miller Contracting, Pascagoula, MS, at a rate of \$7.25 per yard for 1000 yards or less, and \$6.75 per yard for over 1000 yards. Contract dates will be October 5, 2016 – October 4, 2017.*
13. Recreational Trails Program FY 2016 Award Rejection
Recommended Action: *approve and authorize the Mayor to execute the letter rejecting the Recreational Trails Program FY 2016 award.*
14. FY 2016 Justice Assistance Grant
Recommended Action: *approve request to accept the award documents for the 2016 Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$17,786.00 with no match. Authorize the Mayor to execute the related documents. The Police Department plans to apply the funds to the purchase of updated front interior and rear lighting for police vehicles.*
15. Miscellaneous Engineering Services RFP Solicitation
Recommended Action: *authorize the City Clerk to advertise for proposals for Miscellaneous Engineering Services. The contracts in place currently will expire in February 2017, and will reflect 4 years under contract. Proposals will be solicited and evaluated, and a recommendation will be brought to Council for approval, followed by contracts to be executed.*
16. Amendment No. 1 to Task Order No. 5 with BMA regarding utility improvements along Hospital Road
Recommended Action: *approve Amendment No. 1 to Task Order No. 5 with BMA reflecting an increase in scope and cost relative to the utility design work associated with the Hospital Road MDOT project. The increase is directly related to CSX permitting activities and with an unanticipated design of a relocated sewer lift station. Authorize the City Manager to execute the related documents.*

17. Amendment No. 4 with BMA regarding the contract for MDOT Hospital Road Project

Recommended Action: *approve Amendment No. 4 with BMA regarding the MDOT LPA funded Hospital Road project. This amendment reflects additional scope relative to preparation of two separate bid documents and managing two separate design and bid evaluation efforts. The project was broken into two phases to get the southern portion completed more expeditiously. Phase I will be constructed sooner, including the area from Old Mobile Highway north to Tupelo. The section north of there, which includes required CSX permitting efforts, will be completed subsequently. Authorize the City Manager to execute the related documents.*

18. Task Order No. 8 with BMA to complete investigation steps toward storm drain and sanitary sewer improvements around Buena Vista and Williams Street

Recommended Action: *approve Task Order No. 8 with BMA to complete investigative and modeling services associated with storm drain and sanitary sewer systems around Buena Vista and Williams Street. The task order will be modified to include full design services based on the scope defined at the conclusion of this task order. Funding is programmed through bond fund proceeds. Authorize the City Manager to execute the related documents.*

CITY MANAGER

19. Appointment to the Jackson County Board of Supervisors-Project Coordination Committee for the Jackson County Bicycle and Pedestrian Plan

Recommended Action: *direct the City Manager to designate a staff member to serve on the Coordination Committee.*

CITY CLERK/COMPTROLLER

20. Renewal of Flood Insurance for 8 City locations

Recommended Action: *approve renewal of flood insurance for 8 City locations. Manual check approval is requested for a timely payment to Lemon-Mohler Insurance. The decrease in the premium cost from last year is \$3,961.00.*

COMMUNITY AND ECONOMIC DEVELOPMENT

21. Resolution Authorizing Preliminary Approval of Tax Abatement Request

Recommended Action: *adopt Resolution providing preliminary approval for a tax abatement request by Gulf Coast Sav-Rex.*

PARKS AND RECREATION

22. Ground Maintenance Agreement Amendment and Extension Request

Recommended Action: *approve and authorize the City Manager to execute an amendment of the Grounds Maintenance Agreement with Turf Masters Lawn Care, Inc. to reflect a 2.5% reduction in the costs associated with the agreement effective immediately. Also, authorize the City Manager to execute an extension of the Grounds Maintenance Agreement with TurfMastersLawnCare, Inc., for two years starting on August 1, 2017 and ending on July 31, 2019. The amount of the agreement shall be \$706,591.69. This includes a total reduction in charges of 2.5% or \$18,117.74 per year.*

23. Park Facility Lighting Agreements

Recommended Action: *approve and authorize the City Manager to execute the related documents with MS Power for upgraded park security lighting and tennis court lighting at Beach Park, IG Levy North and South, IG Levy Tennis, Pascagoula Recreation Center and Pascagoula Inner Harbor.*

24. Ball Field Maintenance Agreement

Recommended Action: *approve and authorize the City Manager to execute Ball Field Maintenance Agreement with Turf Masters Lawn Care, Inc., for three years starting on November 6, 2016 and ending on November 5, 2019. The amount of the current agreement is \$33,675.00 plus ball field lining at approximately \$20,325.00. The new agreement holds all prices at the same rates but includes an increase for the addition of the Point Park Amphitheater area for \$3,700.00 per year.*

CLAIMS DOCKET

25. Order for Docket of Claims for October 4, 2016

Recommended Action: *approve Order for Docket of Claims.*

26. EXECUTIVE SESSION: Settlement of a litigation matter, purchase of real property and personnel matter.

27. RECESS

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



AGENDA ITEM REQUEST FORM

Meeting Date: 10/4/16

Submitting Department or Individual: City Manager

Contact Name: Stacey Meyers

Phone: 205-4502

Agenda Topic: Proclamation for Domestic Violence Awareness Month

Attach additional information as necessary

Action Requested:

Present Proclamation that October is declared Domestic Violence Awareness 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, violence against women and children continues to become more prevalent as a social problem attributable to the imbalance of power due to gender and age; and

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

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

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

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

WHEREAS, it is domestic violence victims themselves who have been in the forefront of efforts to bring peace and equality to the home;

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

Domestic Violence Awareness Month

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

Harry J. Blevins
Mayor


AGENDA ITEM REQUEST FORM

Agenda Number : 2

Meeting Date: 10/4/16

Submitting Department or Individual: Ravin Floyd/Public Relations Specialist

Contact Name: Ravin Floyd

Phone: 228.334.2482

Agenda Topic: Proclamation Fire Prevention Month

Attach additional information as necessary

Action Requested:

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

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PROCLAMATION

WHEREAS, the City of Pascagoula is committed to ensuring the safety and security of all those living in and visiting Pascagoula. Fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, U.S. fire departments responded to 365,500 home fires in 2015, according to the National Fire Protection Association (NFPA); and

WHEREAS, U.S. home fires resulted in 2,560 civilian deaths in 2015, representing the majority of all U.S. fire deaths; and

WHEREAS, in one-fifth of all homes with smoke alarms, the smoke alarms are not working and three out of five home fire deaths result from fires in properties without smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and many Americans do not know how old the smoke alarms in their homes are, or how often they need to be replaced. All smoke alarms should be replaced at least once every ten years. The age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

WHEREAS, Pascagoula's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Pascagoula's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2016 Fire Prevention Week theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

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

Fire Prevention Month

in the City of Pascagoula.

Harry J. Blevins

Date



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Asst. City Clerk

Contact Name: Karen Kennedy

Phone: _____

Agenda Topic: Minutes of recessed regular meetings of September 15, 20 and 26, 2016

Attach additional information as necessary

Action Requested:

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

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**RECESSED REGULAR MEETING OF THE CITY COUNCIL
THURSDAY, SEPTEMBER 15, 2016, AT 11:00 A. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the City Hall in a recessed regular meeting on Thursday, September 15, 2016, at 11:00 a.m. Mayor Blevins called the meeting to order with the following officials present:

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

City Manager Joe Huffman
City Attorney Eddie Williams
City Clerk/Comptroller Robert J. Parker
Asst. City Clerk Karen Kennedy

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Tadlock and the pledge of allegiance was led by Councilwoman Simkins.

Mayor Blevins requested that Items #5, #6 and #7 be addressed first.

The first item of business was an Order to adopt part of the Jackson County Ad Valorem Tax Assessment Rolls as the assessment rolls for the City and Pascagoula School District for the year 2016.

The Order is spread on the minutes as follows:

**ORDER ADOPTING PART OF JACKSON COUNTY, MISSISSIPPI, AD
VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT
ROLLS FOR THE CITY OF PASCAGOULA AND THE PASCAGOULA
SCHOOL DISTRICT FOR THE YEAR 2014**

WHEREAS, the 2014 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2014 Jackson County assessment roll containing the property located within the City of Pascagoula and the property located within the added territory of the Pascagoula School District; and

WHEREAS, the total assessed value of the real property within the City of Pascagoula is \$151,136,167; and

WHEREAS, the total assessed value of all personal property within the City of Pascagoula is \$72,410,937; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Pascagoula is \$223,547,104; and

WHEREAS, the total assessed value of the real property located in the added territory of the Pascagoula School District \$96,184,679; and

WHEREAS, the total assessed value of the personal property located within the added territory of the Pascagoula School District is \$598,492,973; and

WHEREAS, the total assessed value of all property, both real and personal, located within the added territory of the Pascagoula School District is \$694,677,652; and

WHEREAS, the grand total assessed value of all property, both real and personal, in the entire Pascagoula School District, including the City of Pascagoula and the added territory, is \$918,224,756:

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Pascagoula and the Pascagoula School District for the year 2014.

The above Order was introduced by Councilman Tadlock, seconded for adoption 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". The Mayor then declared the Order adopted on the 15th day of September, 2016.

The next item for consideration was a Resolution fixing the levy of the ad valorem taxes upon the taxable property in the City and in the Pascagoula-Gautier School District for the year 2016 as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION FIXING THE LEVY OF AD VALOREM TAXES UPON
THE TAXABLE PROPERTY IN THE CITY OF PASCAGOULA AND IN THE
PASCAGOULA-GAUTIER SCHOOL DISTRICT FOR THE YEAR 2016-2017
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PASCAGOULA, MISSISSIPPI, AS FOLLOWS:**

That the following ad valorem tax rates, expressed in mills or a fraction of a mill, be, and the same are hereby levied and ordered to be collected upon each dollar of assessed value upon all taxable property within the City of Pascagoula and upon all taxable property within the Pascagoula-Gautier School District for the year 2016-2017.

For general revenue purposes and for general improvements as provided in Section 27-39-307, Mississippi Code of 1972, Annotated, on all taxable property within the corporate limits of the City of Pascagoula,

32.17 mills on the dollar;

For a disability and relief fund for firemen and policemen, on all taxable property within the corporate limits of the City of Pascagoula as provided in Section 21-29-117, Mississippi Code of 1972, Annotated,

3.00 mills on the dollar;

For maintenance and operation of a public library, on all taxable property within the corporate limits of the City of Pascagoula as is provided in Section 39-3-7, Mississippi Code of 1972, Annotated, together with any other pertinent statutes,

1.14 mills on the dollar;

For payment of principal and interest upon all bonds of the City of Pascagoula as provided in Section 21-33-87, Mississippi Code of 1972, Annotated, upon all taxable property within the corporate limits of the City of Pascagoula,

4.74 mills on the dollar;

For maintenance and operation of a garbage and rubbish collection and disposal system on all taxable property within the corporate limits of the City of Pascagoula as provided in Section 21-19-2, Mississippi Code of 1972, Annotated,

1.00 mills on the dollar;

For the purpose of supplementing teachers' salaries, extending school terms, buying furniture, supplies and materials, and for other lawful operating and incidental expenses of the Pascagoula-Gautier School District as provided in Section 37-57-105, Mississippi Code of 1972, on all taxable property within the Pascagoula-Gautier School District,
45.88 mills on the dollar;

That the Tax Collector for the County is authorized to collect all taxes hereby levied upon the property located within the City and the added territory of the School District.

The above Resolution was introduced by Councilwoman Simkins, seconded for adoption 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 Mayor then declared the Order adopted on the 15th day of September, 2016.

The next item for business was a Resolution to adopt and approve the budget for 2016-2017.

The Resolution is spread on the minutes as follows:

**RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE
CITY OF PASCAGOULA FOR THE 2016-2017 FISCAL YEAR**

WHEREAS, the City Council of the City of Pascagoula, Mississippi, has prepared a complete budget of the municipal revenues and expenses estimated for the fiscal year 2016-2017 and has caused a statement to be prepared showing the aggregate revenues collected during the current fiscal year in the municipality and the statement showing certain other matters as required by Sections 21-35-3, et seq., of the Mississippi code of 1972, Annotated; and

WHEREAS, the City Council has studied and considered the budget, a copy of which is annexed hereto as Exhibit A, and finds that the budget is prepared and adequate according to law for the fiscal year aforesaid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.



CITY OF PASCAGOULA
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

TABLE OF CONTENTS

GENERAL FUNDS	3 - 5
COMMUNITY DEVELOPMENT FUND	6
BOND & INTEREST FUND	6
PUBLIC UTILITY FUND	7
SOLID WASTE FUND	8
FIRE and POLICE DISABILITY & RELIEF FUND	9
ALL FUNDS	10

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS

FUNDS AVAILABLE FROM BEG. FUND BALANCE **\$ 3,749,951**

REVENUE

<i>TAXES</i>	9,217,852
<i>LICENSES AND PERMITS</i>	1,904,124
<i>GRANTS</i>	313,725
<i>INTERGOVERNMENTAL REVENUES</i>	9,661,047
<i>CHARGES FOR SERVICES</i>	2,163,090
<i>FINES AND FORFEITS</i>	1,134,400
<i>INTEREST</i>	69,200
<i>RENTS</i>	105,250
<i>MISCELLANEOUS</i>	348,100
<i>TRANSFERS IN</i>	1,224,097
<i>OTHER FINANCING SOURCES</i>	8,302,700
TOTAL REVENUES	<u>34,443,585</u>

TOTAL FUNDS AVAILABLE **38,193,536**

EXPENDITURES

GENERAL GOVERNMENT

<i>PERSONAL SERVICES</i>	1,702,213
<i>SUPPLIES</i>	113,125
<i>OTHER SERVICES AND CHARGES</i>	851,046
<i>CAPITAL OUTLAY</i>	379,272
	<u>3,045,656</u>

GENERAL ADMINISTRATION

<i>PERSONAL SERVICES</i>	-
<i>SUPPLIES</i>	7,300
<i>OTHER SERVICES AND CHARGES</i>	1,795,168
<i>TRANSFERS OUT</i>	0
<i>CAPITAL OUTLAY</i>	153,000
	<u>1,955,468</u>

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS (cont'd)

PUBLIC SAFETY

POLICE:

<i>PERSONAL SERVICES</i>	7,305,841
<i>SUPPLIES</i>	333,300
<i>OTHER SERVICES AND CHARGES</i>	471,945
<i>CAPITAL OUTLAY</i>	985,080
<i>DEBT SERVICE</i>	8,200
	9,104,366

FIRE:

<i>PERSONAL SERVICES</i>	4,450,095
<i>SUPPLIES</i>	173,450
<i>OTHER SERVICES AND CHARGES</i>	77,525
<i>CAPITAL OUTLAY</i>	-
<i>DEBT SERVICE</i>	112,000
	4,813,070

TOTAL PUBLIC SAFETY

13,917,436

PLANNING, BUILDING AND CODE ENFORCEMENT:

<i>PERSONAL SERVICES</i>	573,615
<i>SUPPLIES</i>	53,600
<i>OTHER SERVICES AND CHARGES</i>	293,590
<i>CAPITAL OUTLAY</i>	32,500
	953,305

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS (cont'd)

<u>PUBLIC WORKS</u>	
<i>PERSONAL SERVICES</i>	-
<i>SUPPLIES</i>	347,950
<i>OTHER SERVICES AND CHARGES</i>	2,570,849
<i>CAPITAL OUTLAY</i>	6,110,579
	9,029,378
<u>HEALTH AND WELFARE</u>	
<i>PERSONAL SERVICES</i>	209,191
<i>SUPPLIES</i>	15,550
<i>OTHER SERVICES AND CHARGES</i>	45,350
<i>CAPITAL OUTLAY</i>	11,000
	282,091
<u>CULTURE and RECREATION</u>	
<i>PERSONAL SERVICES</i>	1,379,668
<i>SUPPLIES</i>	266,200
<i>OTHER SERVICES AND CHARGES</i>	1,368,550
<i>CAPITAL OUTLAY</i>	324,300
	3,338,718
<u>ECONOMIC & COMMUNITY DEVELOPMENT</u>	
<i>PERSONAL SERVICES</i>	458,461
<i>SUPPLIES</i>	26,000
<i>OTHER SERVICES AND CHARGES</i>	252,175
<i>CAPITAL OUTLAY</i>	3,000
	739,636
TOTAL EXPENDITURES	33,261,688
ENDING FUND BALANCE	\$ 4,931,848

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

COMMUNITY DEVELOPMENT FUND

REVENUE

<i>GRANTS</i>	\$ 4,942,830
<i>TRANSFERS IN</i>	-
TOTAL REVENUES	<u>4,942,830</u>

EXPENDITURES

<i>OTHER SERVICES AND CHARGES</i>	5,235,720
TOTAL EXPENDITURES	<u>5,235,720</u>
ENDING FUND BALANCE	<u>\$ (292,889)</u>

BOND & INTEREST FUND

<i>FUNDS AVAILABLE FROM BEG. FUND BALANCE</i>	\$ <u>1,445,769</u>
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REVENUE

<i>TAXES</i>	1,177,563
<i>INTERGOVERNMENTAL REVENUES</i>	40,000
TOTAL REVENUE	<u>1,217,563</u>
TOTAL FUNDS AVAILABLE	<u>2,663,332</u>

EXPENDITURES

<i>DEBT SERVICE</i>	1,198,620
TOTAL EXPENDITURES	<u>1,198,620</u>
ENDING FUND BALANCE	<u>\$ 1,464,712</u>

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

PUBLIC UTILITY FUND

<i>FUNDS AVAILABLE FROM BEG. FUND BALANCE</i>	\$ 8,128,725
<u>REVENUE</u>	
<i>INTEREST</i>	31,900
<i>MISCELLANEOUS</i>	12,000
<i>INTERGOVERNMENTAL REVENUES</i>	83,300
<i>CHARGES FOR SERVICES</i>	15,952,200
<i>OTHER FINANCING SOURCES</i>	5,877,000
	<hr/>
TOTAL REVENUES	21,956,400
	<hr/>
TOTAL FUNDS AVAILABLE	30,085,125
<u>EXPENDITURES</u>	
<i>PERSONAL SERVICES</i>	1,118,349
<i>SUPPLIES</i>	887,950
<i>OTHER SERVICES AND CHARGES</i>	10,572,325
<i>DEBT SERVICE</i>	1,302,713
<i>CAPITAL OUTLAY</i>	6,005,500
<i>TRANSFERS OUT</i>	974,097
	<hr/>
TOTAL EXPENDITURES	20,860,934
	<hr/>
ENDING FUND BALANCE	\$ 9,224,191
	<hr/>

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

SOLID WASTE FUND

<i>FUNDS AVAILABLE FROM BEG. FUND BALANCE</i>		<u>\$ 929,550</u>
<u>REVENUE</u>		
<i>INTEREST</i>		2,800
<i>TAXES</i>		251,882
<i>INTERGOVERNMENTAL REVENUES</i>		9,570
<i>CHARGES FOR SERVICES</i>		1,255,100
		<hr/>
TOTAL REVENUES		<u>1,519,352</u>
		<hr/>
TOTAL FUNDS AVAILABLE		<u>2,448,902</u>
<u>EXPENDITURES</u>		
<i>PERSONAL SERVICES</i>		-
<i>OTHER SERVICES AND CHARGES</i>		1,369,734
		<hr/>
TOTAL EXPENDITURES		<u>1,369,734</u>
		<hr/>
ENDING FUND BALANCE		<u>\$ 1,079,168</u>

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
Budget -
Fiscal Year
2017*

FIRE and POLICE DISABILITY & RELIEF FUND

REVENUE

TAXES

\$ 755,644

INTERGOVERNMENTAL REVENUES

25,341

TOTAL REVENUES

780,985

EXPENDITURES

OTHER SERVICES & CHARGES

723,462

TOTAL EXPENDITURES

723,462

ENDING FUND BALANCE

\$ 57,523

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
Budget -
Fiscal Year
2017*

All Funds

TOTAL BUDGET SURPLUS (DEFICIT)	<u>\$ 2,210,557</u>
TOTAL BUDGET SURPLUS (DEFICIT) PLUS BEGINNING FUND BAL	<u>\$ 16,464,552</u>

The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Pickett, 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 Resolution adopted on the 15th day of September, 2016.

Councilwoman Simkins requested removal of Item #3 from the consent agenda. Mayor Blevins requested removal of Items #1 and #2 from the consent agenda. These items will be addressed separately.

The consent agenda was considered at this time.

The first item for consideration was a Contract for Hire for GIS and other Engineering/CAD Support, as recommended by Jaci Turner, City Engineer.



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") between The City of Pascagoula (the "City"), and _____ (the "Contractor") (collectively, the "Parties").

The City requests the Contractor to perform services for it and may request the Contractor to perform other services in the future.

The Parties therefore agree as follows:

1.0 Term and Termination.

- 1.1 This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the contractor has completed the Services (the "Term"), unless earlier terminated under this Section 1.
- 1.2 Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.
- 1.3 Either party may terminate this agreement without cause on thirty-days written notice.

2.0 Contractor Services.

- 2.1 During the Term, the City hereby engages the Contractor to provide the following services as assigned (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable): Drafting, Data Entry, Field Data Collections, Software Development and Implementation and other related duties.
- 2.2 The Contractor shall provide the necessary equipment to perform the Services.
- 2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the "Work Product").
- 2.4 The Contractor shall notify the City of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than 30 days prior to such change(s). If the Contractor becomes aware of such change(s) within the 30 day period, the Contractor shall promptly notify the City of such change(s) within a reasonable amount of time.
- 2.5 The work performed by the Contractor shall be performed at the following rate: \$40.00/hour. The Contractor shall issue invoices to the City's Accounts Payable Department within 10 days of completing the Services, unless otherwise instructed by the City, and provide documentation as instructed by the City's Engineering Department and Accounts Payable Department. The City shall remit payment to the Contractor within 45 days of receiving the invoice from the Contractor.

2.6 The City shall not be responsible for Federal, State and local taxes derived from the Contractor's income, or for the withholding and payment of any Federal, State and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor. All payments to the Contractor shall be reported on a Form 1099-MISC, Miscellaneous Income at the close of the calendar year.

3.0 Independent Contractor Status.

3.1 The Parties intend that the Contractor be engaged as an independent contractor of the City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Parties.

3.2 The Contractor shall not act as agent for, or on behalf of, the City, or represent the City or bind the City in any manner.

3.3 The Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the City.

4.0 **Ownership.** The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire or as otherwise necessary to ensure the City's complete ownership of all rights, title and interest in the Work Product, the Contractor shall transfer and assign to the City all right, title and interest throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the City sees fit.

5.0 **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0 **Indemnification.** The Contractor shall indemnify and hold harmless the City, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under the Agreement.

7.0 Confidential Information.

7.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

7.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.3 Contractor understands that the City is a public entity subject to disclosure laws at the local, State and Federal level. City will consult with Contractor before releasing any data that the Contractor may deem confidential.

8.0 Miscellaneous Provisions.

- 8.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- 8.2 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.
- 8.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified, if possible, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 8.4 This Agreement shall not be assigned by either Party, in whole or in part, without the express written consent of the other Party.
- 8.5 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver of such right, power or privilege in the future.
- 8.6 This Agreement is to be governed by and construed in accordance with the laws of the State of Mississippi without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable Federal or State courts having jurisdiction in the State of Mississippi. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF MISSISSIPPI, COUNTY OF JACKSON.
- 8.7 The Point of Contact for the Contractor will be the City Engineer, Jaci Turner, who may be reached at (228) 938-6728.

The Parties are signing this Agreement on the date stated in the introductory clause.

City of Pascagoula

Contractor

Date: 9-12-16

Date: _____

Name: Jacqui De...

Name: _____

Witness: Karen Strickland

Witness: _____

Councilwoman Simkins made a motion to ratify the agreement to provide for a contract hire situation to support GIS, CAD and blighted property data acquisition. Funds will be used from those allocated in the budget for temporary help and for GIS program development. If the blighted property grant opportunity is implemented, administrative funds from the grant will be used as well. 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 9-15-16).

The next item for consideration was the Recreational Trails Program Documents and Agreement, as recommended by Jen Dearman, Community and Economic Development Director.

After a lengthy discussion, Councilwoman Simkins made a motion to not accept the grant award for the Recreational Trails Program and send a letter of explanation for the rejection. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE", Councilmen Hill "AYE", Jackson "NAY", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-15-16).

The next item for consideration was a Resolution calling for Referendum on the Prepared Food Tax to be held on November 1, 2016, as recommended by Eddie Williams, City Attorney.

**RESOLUTION CALLING AND PROVIDING FOR THE HOLDING
OF A REFERENDUM WITHIN THE CITY OF PASCAGOULA,
MISSISSIPPI, AT WHICH THERE SHALL BE SUBMITTED TO
THE QUALIFIED ELECTORS OF THE CITY A PROPOSAL TO
LEVY A TAX UPON THE GROSS PROCEEDS DERIVED FROM
THE SALE OF PREPARED FOODS BY RESTAURANTS IN THE
CITY FOR THE PURPOSE OF RAISING MONEY TO
IMPLEMENT A COMPREHENSIVE PARKS AND RECREATION
MASTER PLAN ADOPTED BY THE CITY**

WHEREAS, Senate Bill 2921, passed in the 2013 Regular Session of the Mississippi Legislature, authorized the City Council of the City of Pascagoula,

Mississippi (City) to levy a tax not to exceed two percent (2%) upon the gross proceeds derived from sale of prepared foods by restaurants in the City, the proceeds of which tax are to be used for the purpose of implementing a comprehensive Parks & Recreation Master Plan which was adopted by the City on October 16, 2012; and

WHEREAS, Senate Bill 2921 was further extended by Senate Bill 2904, which was passed in the 2015 Regular Session of the Mississippi Legislature; and

WHEREAS, the Senate Bill provides that before the tax is imposed, there shall be held a referendum on the question of levying the tax, at which at least sixty percent (60%) of the qualified electors who vote in the referendum must vote in favor of the tax; and

WHEREAS, pursuant to the Senate Bill the City Council is required to adopt a resolution declaring its intention to levy the tax, setting forth the amount of the tax to be levied and the date such tax shall become effective, and calling for the question of levying the tax to be voted upon by the qualified electors of the City at an election to be held on the 1st day of November, 2016:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pascagoula, Mississippi, as follows:

SECTION 1. That all recitations hereinabove are found and adjudicated to be true and correct.

SECTION 2. That the City Council intends to levy a tax of two percent (2%) upon the gross proceeds derived from the sale of prepared foods by restaurants in the City as defined within Senate Bills referred to hereinabove.

SECTION 3. That the City intends for the effective date of the levy of the tax to be 1st day of January, 2017.

SECTION 4. That a referendum shall be and is hereby ordered to be held within the City for the purpose of submitting to the qualified electors of the City the proposition as set forth in the form of "Notice of Election" in Section 6 of this Resolution.

SECTION 5. That the proposition shall appear on the ballot for the election to be held on Tuesday, the 1st day of November, 2016, which shall be presented to the City's qualified electors at the polling places designated for municipal general elections. The polling places will be open from the hour of seven o'clock A.M. until the hour of seven o'clock P.M. on that date, and all qualified electors of the City shall be entitled to vote in the election.

SECTION 6. That notice of the referendum shall be given by publication once a week for not less than three (3) consecutive weeks in *The Mississippi Press*, and the *Sun Herald*, newspapers published and having a general circulation in the City. The first of such publications shall be made not less than twenty-one (21) days prior to the date of the referendum and the last of the publications shall be made not more than seven (7)

days prior to the date of the referendum. Notice shall be published on or about the following dates: October 5, 2016, October 12, 2016, October 19, 2016, and October 26, 2016. The notice shall be in substantially the following form, to-wit:

**NOTICE OF ELECTION
CITY OF PASCAGOULA, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Pascagoula, Mississippi, that a special referendum will be held in the City on

Tuesday, the 1st day of November, 2016

for the purpose of submitting to the qualified electors of the City the following proposition, to wit:

PROPOSITION

SHALL THE CITY OF PASCAGOULA, MISSISSIPPI, LEVY A TAX UPON THE GROSS PROCEEDS DERIVED FROM SALE OF PREPARED FOODS IN RESTAURANTS IN THE CITY IN THE AMOUNT OF TWO PERCENT (2%) OF SUCH GROSS PROCEEDS FOR IMPLEMENTATION OF A COMPREHENSIVE PARKS & RECREATION MASTER PLAN PREVIOUSLY ADOPTED BY THE CITY ON OCTOBER 16, 2012.

FOR THE TAX
 AGAINST THE TAX

The proposition will be set forth on the ballot for the Election which will be held at the customary polling places within the City of Pascagoula, Mississippi, which have been or will be advertised by the City as provided by law.

The polling places shall be open from the hour of seven o'clock A.M. until the hour of seven o'clock P.M. on the date of the election. All qualified electors of the City shall be entitled to vote in the referendum.

The tax described in the foregoing proposition shall be levied if, and only if, at least three-fifths (3/5) of the qualified electors who vote on the proposition in the election shall vote in favor of the imposition of the taxes for the purpose set forth in the proposition.

Done by order of the City Council of the City of Pascagoula, Mississippi, this the 15th day of September, 2016.

CITY OF PASCAGOULA, MISSISSIPPI

By: /s/ Harry J. Blevins
MAYOR

ATTEST: /s/ Robert Parker
CITY CLERK

SECTION 7. That the referendum shall be held and conducted by the Election Commission of the City. After the close of the polls on the date of the referendum the Election Commission shall proceed to canvass the results of the referendum and to certify same to the City Council of the City.

SECTION 8. That if at least sixty percent (60%) of the qualified electors voting in the referendum vote in favor of the tax it shall be levied beginning on the 1st day of January, 2017.

SECTION 9. That the Mayor and City Clerk are hereby authorized and directed forthwith to prepare a true and correct copy of this Resolution and to certify the same to the Election Commissioners within and for the City, as and for their warrant and authority for the conduct of the referendum, as herein provided and as required by the laws of the State of Mississippi, and the Chairman of the Election Commission of the City is hereby designated to have the proposition described herein set forth on the ballots for the election.

Councilmember Simkins moved the adoption of the foregoing resolution, which was seconded by Councilmember Tadlock and the vote thereupon was as follows:

Mayor Harry J. Blevins	voted: Aye
Councilmember Brenda H. Simkins	voted: Aye
Councilmember Marvin L. Pickett, Sr.	voted: Aye
Councilmember Freddy L. Jackson	voted: Aye
Councilmember David Tadlock	voted: Aye
Councilmember Burton L. Hill	voted: Aye
Councilmember Scott Tipton	voted: Aye

The motion having received the foregoing vote of the City Council, the Mayor declared the motion carried and the Resolution adopted, on this the 15th day of September, 2016.

CITY OF PASCAGOULA, MISSISSIPPI

By: /s/ Harry J. Blevins
Harry J. Blevins, Mayor

ATTEST:

/s/ Robert J. Parker
Robert J. Parker, City Clerk

Please publish only the Notice of Election in *The Mississippi Press and the Sun Herald* on October 5, 2016, October 12, 2016, October 19, 2016, and October 26, 2016.

The above Resolution was introduced by Councilwoman Simkins, 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 Resolution adopted on the 15th day of September, 2016.

The next item for consideration was the Jackson County Election Commission contract for a Referendum to be held on November 1, 2016 for the Prepared Food Tax, as recommended by Eddie Williams, City Attorney.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362

Danny_Glaskox@co.jackson.ms.us

Jerry Sims
Commissioner, District 2
(228) 769-3006

Michael Dickinson
Commissioner, District 4
(228) 769-3261



Debbie Hodges
Commissioner, District 5
(228) 769-3008

Tamara Vidrine
Commissioner, District 5
(228) 769-3007

TO: CITY OF PASCAGOULA

DATE: 9/12/2016

SUB: CITY SPECIAL ELECTION CONTRACT

Danny Glaskox, Debbie Hodges and Jerry Sims of the Jackson County Election Commission agrees to provide assistance for the City of Pascagoula's Special Referendum Election to be held on November 1, 2016. Danny Glaskox will build the election in SEMS and prepare you a "master" paper ballot for "hand counted" absentee and affidavit ballots; be available for assistance the entire day of the election; upload your election results at the end of the day into our GEMS system and give you an "Unofficial" count on the night of the election. You will receive an update of the final count with absentee and affidavit ballots counted after the election and at that time we will give you an "Official" results afterwards. The total cost to the city of Pascagoula will not exceed \$4240.00 for our services.

We will test the machines, deliver and pick-up the TSX voting machines with the assistance of city workers and a city vehicle and be available for technical assistance on election day. The associated cost of an adequate number of poll managers, receiving and returning managers and any other cost associated with the election is the responsibility of the city of Pascagoula.

The city agrees to:

- Provide a city vehicle and city workers to transport the TSX machines to the precinct prior to the election and pick up the TSX machines after the election.
- Provide a safe and secure facility for the TSX voting machines prior to, during, and after the election.
- Provide a Receiving & Returning Manager to pick up TSX memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the "UNOFFICIAL" results after the election.
- Provide a resolution board to handle any disputes in any absentee ballot determination.
- Have Municipal Election Commissioners finalize results after all absentee and affidavit ballots are counted.
- **The city further agrees to be liable for any damages to any county owned equipment.**

Danny Glaskox _____

Date: _____

Joe Huffman _____

Date: _____

Councilwoman Simkins made a motion to approve the contract 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 9-15-16).

The next item for consideration was the IT Complete Care Agreement with AGJ Systems, as recommended by Valerie More, H.R. Director.

Additional information is spread on the minutes as follows:



Complete Care Agreement

1. Terms of Agreement

This Agreement between **The City of Pascagoula, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for one year. Additions can be made to this contract per Appendix B.

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding public holidays). Coverage will be provided to the **Pascagoula Police Department and Fire Department 24/7/365** (24 hours/day) Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement. **All Pascagoula sites should fall within this radius of our Moss Point office.**

Service outside Normal Working Hours

Emergency services not included in this agreement and performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, Cisco phone system, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	15
Helpdesk/Reactive Support Team (remote/onsite)	Yes	250 users
vCIO, Network Admin, Central Services	Yes	250 users
BDR (Backup and DR server)	Yes	See BDR Agreement
Mobile Device Mgmt Software (MDM)	No	
Office 365 (Exchange Only)	No	
Antivirus, Antispam, Antimalware Software	Yes	250 users
PC/Laptop Recycling Services	Yes	250 users
Web filtering/protection	Yes	250 users
Security Awareness Training and Notices (electronic)	Yes	250 users
Remote PC Access	Yes	250 users

Phone System Support	Yes	250 users
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4. Backup Protected Equipment and Retention Policy

	Qty	TB used locally	Retention
Servers	Up to 52 (see BDR agreement)	14 TB	12 months
Desktops and Laptops	0		

5. Additional Services

Hardware/System Support

AGJ shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement.*

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc...) can be provided at Client's request (at no additional charge).

Virtual CIO

AGJ Systems will schedule quarterly or annual business reviews (depending on which the Client prefers) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections needs.

6. Excluded Services

Service rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antispyware software are included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).*
- 6) Mail security for non-Exchange environments.

*New computers will be installed at no charge if purchased from AGJ.

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Authorized Signature

Client

Date

Effective Date



Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. (Tier 1) 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Managed Server Backups 8am-5pm M-F	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours and Weekends	INCLUDED
Remote Printer Management (Tier 1) After Hours and Weekends	INCLUDED
Remote Network Management After Hours and Weekends	INCLUDED
Remote Server Management After Hours and Weekends	INCLUDED
Managed Server Backups After Hours and Weekends	INCLUDED
Onsite Labor After Hours and Weekends	INCLUDED
Server Installations and Projects	\$100/hour
After Hours Server, Software, Misc. Projects	\$124/hour
Software Deployment Projects	\$100/hour
New PC Installations* purchased from AGJ	INCLUDED
New PC Installations* purchased from other vendors	\$100/hour
Project Manager	\$100/hour or \$124 After Hours
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased through AGJ will be installed at no charge. Clients may purchase PCs or other equipment through other vendors (clients will be charged at hourly rate above for equipment not purchased through AGJ).

We ask that Client sends specifications of any technology equipment to AGJ for a review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase them through another vendor.

We are your trusted IT provider, and we always strive to offer the best prices while guaranteeing that the products we sell are warranted and will work with your network.

Appendix B

Optional Add-Ons

Item	Rate
Hosted Exchange Mailbox - 50 GB storage with antispam	\$4.50/month
Hosted Exchange Distribution List	\$0
Add one additional employee to Complete Care (1 user)	\$115/month

Councilman Tadlock made a motion to approve the agreement 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 9-15-16).

The next item for consideration was the Backup and Disaster Recovery Agreement with AGJ Systems, as recommended by Valerie More, H.R. Director.



**Backup and Disaster Recovery
Agreement
For Managed
Clients**

1. Terms of Agreement

This Agreement between **City of Pascagoula, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. is effective upon the date signed and shall remain in force for a period of one (1) year. Should modifications be required that change the monthly fees associated with this Agreement, these changes will be discussed with the Client in advance.

- a) If either party terminates this Agreement, AGJ Systems will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ Systems the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client per their Complete Care Agreement.

- a. Backup agreement covers the monitoring and support of the backup activity on the selected PCs, servers, and the backup appliance (BDR) listed in section 4 below.
- b. Backup agreement covers maintenance of backup appliance (BDR).
- c. Data restoration is not included in this agreement.

Limitation of Liability

In no event shall AGJ Systems be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Monitoring Services

AGJ Systems will provide ongoing monitoring of the backup solution indicated in section 4 (below). AGJ Systems will document and monitor all critical alerts, scans, and event resolutions related to the backup solution.

3. Backup Hardware/Software

AGJ Systems will monitor, manage, test, and maintain a local backup and disaster recovery solution that provides local and offsite (cloud) image-based backups for the covered equipment (listed below). AGJ will maintain the warranty on the backup solution hardware provided. Restoration of files and other data recovery is not included in this contract.

All data is fully encrypted during transmission and while stored off-site. Data connection speeds of 5 mb/s or greater are recommended for optimal off-site data transmission. Off-site transmission will be configured for off-peak hours (at night) when possible. Retention is subject to the capacity of the hardware and the amount of data generated by the client. AGJ estimates future capacity based on industry best practices.

4. Protected Equipment and Retention

LeapVault is AGJ's most economical image-based backup solution. It includes a local appliance and onsite backups (as often as hourly if needed) with continual monitoring. This appliance cannot provide failover capabilities.

LeapVault Plus is AGJ's mid-tier image-based backup solution. It includes a local server and onsite backups (as often as hourly if needed) with continual monitoring. This server can provide failover, and AGJ performs quarterly backup restorations.

LeapVault Pro is AGJ's highest level of backup support. It includes a local server and onsite backups (as often as hourly if needed) with continual monitoring. Backups are also sent offsite nightly. This server can provide failover, and AGJ performs quarterly backup restorations with business continuity testing.

AGJ Plan	Appliance Qty	Cloud Capacit	Local Capacity	Equipment Covered	Retention
LeapVault Pro	Up to 52 SeiVeIS	14TB	14TB	52 servers and no PCs	12 months

5. Fees and Payment Schedule

Fees are \$3000/month with a Complete Care Maintenance Plan.

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." Hardware/software purchase amount is due upon installation.

It is understood that any and all services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

6. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

C Ryan Giles

Accepted by:

_____		8/26/16
Ryan Giles	AGJ Systems	Date

Authorized Signature	Client	Date
_____		Effective Date

Councilwoman Simkins made a motion to approve the agreement 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 9-15-16).

There being no further business to come before the Council tonight, Councilman Hill made a motion to recess until Tuesday, September 20, 2016, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”.

The meeting ended at 11:43 a.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Karen Kennedy, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 20, 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 recessed regular meeting on Tuesday, September 20, 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
City Clerk/Comptroller Robert J. Parker
Assistant City Clerk Karen Kennedy

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

Mayor Blevins recognized Mayor's Youth Council members, Will Baumhauer, a Sophomore at Resurrection High School and Lorelei Mitchell, a Sophomore at Pascagoula High School. Mayor Blevins also recognized two 3rd grade students from Beach Elementary in attendance to learn about municipal government.

Opening remarks were given by several councilmembers. Councilwoman Simkins spoke about the "Let's Lighten Up Pascagoula" program that encourages exercise and weight loss and begins September 26th.

Councilman Pickett recognized a group of parents from the Jackson County Civic Action Head Start.

Councilman Tipton thanked the City staff for their help in honoring the 1976 State Championship football team at their 40th Reunion with the reception held at the at the Senior Citizens Center.

Councilman Tadlock explained the Flagship Award that will recognize and acknowledge citizens whose efforts and achievements help make Pascagoula a better place to live, work and play. He explained nominations will be made by the Council but the public can make recommendations on who should be nominated. Citizens can send recommendations to City Hall by October 7 at 5:00 p.m. More information regarding the process can be found on the City website as well as on Facebook. He also commented on the Hispanic festival held last Saturday at River Park. It was a fun event, well attended, and offered a variety of great food.

Mayor Blevins reported that the Third Friday event in downtown Pascagoula was another awesome event. He also announced new businesses that opened in the City, Hall's Motorsports, Southern Safety Professionals and Susie's Boutique, as well as a ribbon cutting for Singing River Art Association.

Councilwoman Simkins commended the staff as well as the City's insurance carrier, Lemon Mohler Insurance, for their work on developing a comprehensive spreadsheet detailing all of the City's properties to determine they are properly valued and have sufficient insurance coverage.

Joe Huffman, City Manager, reported the team has been working with Councilman Tipton and Councilwoman Simkins along with Charles Rivers from Lemon Mohler Insurance Company and reviewing the insurance coverage on the City's facilities to determine adequate coverage and a cost benefit approach. The team has determined some costs savings for the City.

The Mayor read and presented a Proclamation to Al Brimm recognizing October 22, 2016 as Mississippi Coastal Cleanup Day.

The Proclamation is spread on the minutes as follows:

Proclamation

WHEREAS, the Mississippi Gulf coast is home to some of the nation's most productive finfish and shellfish waters and their supporting coastal wetlands and is rich in natural resources on which many generations of our citizens have depended for their livelihoods; and

WHEREAS, marine debris in our coastal waterways poses serious threats to marine wildlife and navigation and to our communities, residents, and visitors; and

WHEREAS, the Mississippi coastal cleanup is the largest, single-day volunteer cleanup of Mississippi's beaches, barrier islands, and waterways; and

WHEREAS, the Mississippi Coastal Cleanup is an integral part of the International Coastal Cleanup (ICC), sponsored by Ocean Conservancy, and is co-led by the Mississippi Marine Debris Task Force and Mississippi State University Extension Service in cooperation with the Mississippi Department of Marine Resources and the Mississippi Department of Environmental Quality; and

WHEREAS, during the 2015 coastal cleanup 1,904 volunteers picked up 16 tons of trash at 55 sites along 166 miles of waterways in coastal Mississippi as reported by the state ICC coordinator; and

WHEREAS, over the past 28 years, more than 68,000 volunteers have removed approximately 816 tons of marine debris from Mississippi's coastal waterways and shorelines; and

WHEREAS, the Mississippi Marine Debris Task Force looks forward to a productive Coastal Cleanup event in 2016 that will benefit the environment and educate the public about the importance of being good stewards of our coastal marine and estuarine resources.

NOW, THEREFORE, I, Mayor Harry J. Blevins, by the authority vested in me as Mayor of the City of Pascagoula, do hereby proclaim October 22, 2016, as

Mississippi Coastal Cleanup Day

in the City of
Pascagoula.

Harry J. Blevins
Mayor

Mark Everson addressed the Council concerning the handling of the Moss Point Police Chief matter. He encouraged the Council to further investigate this matter. The Mayor thanked Mr. Everson for his comments.

Minutes of the Planning Board meeting held on September 14, 2016, were filed by Donovan Scruggs, City Planner, and receipt was acknowledged by the Council. The minutes are spread as follows:

REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, SEPTEMBER 14, 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, September 14, 2016 at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Joseph Odom
Stephen Parker (Vice-Chairman)

Jimmy Krebs

Official(s) not present:

Mike Gilly
Wesley Smith (Chairman)
Stewart P. Keene

Other officials present:

Eddie Williams, City Attorney
Donovan Scrivges, City Planner
Angelia Kimbrough, Permit Technician

A. **PUBLIC HEARINGS:**

1. Kenneth M. Watson on behalf of Steven R. Whitehead
4508 Lanier Avenue The request is for a Special Use permit to allow the conversion of a multi-family development into a two-family residential development in a Single Family Residential 6 (SFR 6) district.

The City Planner presented the request indicating that the applicant plan is to convert an existing set of five (5) four-plex (multifamily units) in to five (5) duplex units, which would reduce the number of dwelling units from 20 to 10. According to the applicant/property owners, the property was purchased as an investment, and for retirement income purposes.

The staff finds the request and use of two-family residential not consistent with the area. Potential violations of flood hazard prevention ordinance exist. Additional compliance with special use provisions of UDO could be an issue. The staff made a recommendation to "Deny" the request.

Steve Whitehead and Kenneth Watson were present to hear the request. After Steve Whitehead spoke, questions and concerns were addressed by the applicant and planning board members as to cost and construction repairs to the units. Also addressed were the 50 percent guidelines by Ferna that must be enforced by the City of Pascagoula.

After hearing the staff's report, a motion was made by Joseph Odom to "APPROVE" the application. The motion was seconded by Jimmy Krebs with a vote followed by Linda Tillman "NAYE", Stephen Parker "NAYE". The 2-2 tie vote results in a "no recommendation" from the Planning Board.

The application will go to the City Council with "No Recommendation".

There being no further business to discuss the meeting was adjourned at 7:00 p.m.

Councilman Tadlock made a motion to accept the minutes of the Planning Board meeting of September 14, 2016, 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 9-20-16)

A public hearing was held regarding a request from Steve Whitehead for a Special Use Permit that will allow the applicant to convert a 20 Unit Multifamily development into 10 Two Family Units for property situated in a Single Family Residential (SFR 6) District at 4508 Lanier Avenue. The Planning Board on a motion to approve the application voted 2-2. This tie vote results in a “no recommendation” from the Planning Board.

Donovan Scruggs, City Planner, presented the request of the applicant to convert an existing set of five (5) four-plex (multifamily units) in to five (5) duplex units, resulting in the reduction of the number of dwelling units from 20 to 10.

Mr. Steve Whitehead gave a presentation concerning his request for a Special Use Permit for property located at 4508 Lanier Avenue.

After a lengthy discussion, Councilman Tadlock made a motion to accept the recommendation of Donovan Scruggs, City Planner, to deny the application for a Special Use Permit to convert multifamily residential complex into two family units. Motion failed due to lack of a second to the motion.

Councilman Tipton made a motion to approve the request for a Special Use Permit to allow the conversion of a multi-family development into a two-family residential development in a Single Family Residential 6 (SFR 6) district with the requirement of installing individual meters. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “NAY”, and Tipton “AYE”. (Approved 9-20-16)

The consent agenda was considered at this time:

The first item for consideration was minutes of the regular Council meeting of September 6, 2016, as recommended by Karen Kennedy, Asst. City Clerk.

Councilman Hill made a motion to adopt and approve minutes of the regular Council meetings of September 6, 2016, as recommended. 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”. (Approved 9-20-16)

The next item for consideration was an Order for the Petty Cash Fund for FY 2017 as recommended by Cathy Turner, Account Specialist.

The Order is spread on the minutes as follows:

ORDER

WHEREAS, a need exists to establish a Petty Cash Fund for Fiscal Year 2017;

NOW, THEREFORE IT IS ORDERED, that a Petty Cash Fund is hereby established with the following amounts allocated as shown under the care and custody of those persons listed:

City Hall (Accounting)	\$500.00	Karen Pittman
Police Department	\$200.00	Kenny Johnson
Recreation Department	\$100.00	Clare Stegall

The above Order was introduced by Councilman Hill, seconded for adoption 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 Mayor then declared the Order adopted on the 20th day of September, 2016.

The next item for consideration was a request to adopt the Resolution for Pascagoula Pride Mail-Out as a means of advertising the resources of the City, as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

RESOLUTION

WHEREAS, Pascagoula Pride is a nonprofit civic organization dedicated to the beautification of the City of Pascagoula; and

WHEREAS, Pascagoula Pride hosts an annual membership drive and fundraising event at different locations throughout the City; and

WHEREAS, Pascagoula Pride has requested permission to use the City's postal meter to mail out invitations to members and prospective members in support of their membership and fundraising efforts; and

WHEREAS, over the years, Pascagoula Pride has raised and invested in the City of Pascagoula in excess of \$500,000.00 for beautification projects throughout the City; and

WHEREAS, the City Council finds that the support of the efforts of this organization is in the best interest of the citizens of this community and constitutes a means of advertising the resources of the City for a proper municipal purpose;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The representatives of Pascagoula Pride shall be allowed access to the City postal meter for the purpose of mailing out their membership and fundraising requests.

SECTION 2. The amount of postage that may be used by Pascagoula Pride in this effort shall not exceed the sum of \$125.00.

SECTION 3. The City Manager shall designate a City employee who is familiar with the operation of the postal meter to assist Pascagoula Pride in the mail-out of these materials.

The above Resolution was introduced by Councilman Hill, seconded for adoption 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 Mayor then declared the Resolution adopted on the 20th day of September, 2016.

The next item for consideration was a request to advertise the resources of the City through the Jackson County Chamber of Commerce 2016 Annual Meeting on October 25, 2016, for \$550.00 (reserved table of 10), as recommended by Eddie Williams, City Attorney.



September 9, 2016

Mayor Jim Blevins
City of Pascagoula

Dear Mayor Blevins:

The Jackson County Chamber of Commerce will finish its annual year on September 30, 2016. The year has been very successful by all measures. The Issue Manager Groups: Regional Strategy, Membership, Small Business Development, Community Relations and Education have worked extremely hard to accomplish their goals as set forth at the Retreat in 2015.

A few of their accomplishments include: Anchor AWARDS (honoring small businesses and non-profits), Explosion of Excellence (honoring the top 10% of high school seniors), Small Business Grant Program (awarding 5 \$2,500.00 grants at the Annual Meeting), Summer Learning Series (monthly training for small businesses), Entrepreneurship 101: Small Business Seminars (monthly training for small businesses), Jackson County Industrial Trade Show (an annual event with 100 exhibitors and 1800 visitors), Jackson County Industrial Suppliers Association (bi-monthly meetings to help area industrial suppliers), Taste of Jackson County, Small Business Façade Grants, and Leadership Jackson County (a nine month training program with 663 graduates). This is only a brief synopsis of the Chamber's involvement in the communities during this past year.

On Tuesday, October 25th, at the Hilton Garden Inn Pascagoula, the Jackson County Chamber of Commerce will hold its 2016 Annual Meeting. During this event, leadership of the Chamber will change hands, the Jolly P. McCarty Award for Excellence in Leadership will be awarded, the Ambassador of the Year will be recognized and the recipients of the Small Business Grant Program for 2016 will be recognized. The Chamber members will also use this opportunity to network with each other at the luncheon.

We cordially invite your company to consider becoming an **Annual Meeting Presenting Sponsor**. The details are outlined on the attached form.

This support will help the Jackson County Chamber of Commerce continue its Program of Work and efforts toward a stronger and more prosperous Jackson County.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Carla Todd'.

Carla G. Todd, President & CEO, IOM
Jackson County Chamber of Commerce

Please email your response to johnsonl@icchamber.com or call 228-762-3391



2016 ANNUAL CHAMBER MEMBERSHIP MEETING
Tuesday, October 25, 2016 | 11:30 a.m. until 1:00 p.m.
Hilton Garden Inn Pascagoula
2703 Denny Avenue | Pascagoula, Mississippi

Company Name: _____

Contact Person: _____

Luncheon Options:

Presenting Sponsor: \$1,000 - Table of Ten

Reserved Table of Ten (\$550)

_____ Ticket(s) - \$45 Per Ticket

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Method of Payment: Cash Check Invoice

Visa Mastercard

Credit Card Number: _____

Expiration: ____ / ____

Signature: _____



Please Return Form To:
Jackson County Chamber of
Commerce
720 Krebs Ave. | P.O. Box 480
Pascagoula, MS 39568
Email: Membership@jcchamber.com
Phone: 228.762.3391
Fax: 228.769.1726

*Please submit sponsorship and ticket reservations by
October 12, 2016.*



Councilman Hill made a motion to approve the advertising request as recommended. 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". (Approved 9-20-16)

The next item for consideration was the Renewal of Premier Provider Agreement for the City of Pascagoula Employees' Group Health Plan for the contract period of October 1, 2016, through September 30, 2019, as recommended by Brenda Germany, Human Resource Generalist.

Additional information is spread on the minutes as follows:

AMENDMENT TO PREFERRED PROVIDER AGREEMENT

This is an Amendment to the Preferred Provider Agreement between the City of Pascagoula and Premier Health, Inc., which will have an Effective Date of 10/1/2016 through 09/30/2019.

WHEREAS, the parties wish to continue their Agreement for a period of time based on the terms and conditions set forth below;

- I. This Amendment shall take effect on the Amendment Effective Date above. The term of this Amendment shall be for a period of three years from the Effective Date. If the parties are unable to reach a new agreement by 10/1/2019, this Amendment will be extended until such agreement is able to be made.
- II. Exhibit B effective 10/1/2011 through 09/30/2016 is deleted in its entirety and replaced by Exhibit B effective 10/1/2016 attached to this Amendment.

City of Pascagoula

Premier Health, Inc.

_____ Title

_____ Title

_____ Date

_____ Date

Councilman Hill made a motion to approve the Premier Health Preferred Provider Agreement for the City of Pascagoula Employees' Group Health Plan for the contract period October 1, 2016, through September 30, 2019, as recommended and authorize the City Manager to execute the contract. 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". (Approved 9-20-16)

The next item for consideration was the Blue Cross and Blue Shield of Mississippi Foundation Healthy Heroes Initiative Agreement, as recommended by Jen Dearman, Community and Economic Development Director. There is no match associated with the grant.

Additional information is spread on the minutes as follows:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION
GRANT AGREEMENT

This Grant Agreement is entered into by and between the Grantee and Grantor as of the Effective Date. All capitalized terms not defined herein shall have the meaning set forth on the Schedule of Definitions attached hereto.

1. General

- (a) Purpose. The Grant Award from the Grantor to the Grantee will be used for, and only for, the purposes and manner described in the grant application and proposal submitted to the Grantor by the Grantee Representative on the Grant Application Date.
- (b) Grant Term. This Grant Agreement shall remain in effect from the Effective Date until the Final Report Date, unless earlier terminated as provided herein.
- (c) Grant Award Number. The parties shall refer to the Grant Award Number and Grant Project on all correspondence between them relating to the Grant Award and/or this Grant Agreement.
- (d) Incorporation of Grant Application - The parties agree that all terms and provisions of the Grant Application, including responses to the Grant Application provided by Grantee, are incorporated into and form a part of this Grant Agreement.

2. Grantee Responsibilities

- (a) Administration. The conduct and administration of the Grant Project as well as all aspects of the fiscal management of this grant and compliance with the terms of this agreement are the sole responsibility and under the sole control of the Grantee. No member, director, officer, or employee of the Grantor shall be involved in decisions concerning the disposition or control of the Grant Award after delivery of the funds to Grantee.

The Grant Project shall be implemented as indicated in the Guidelines for Implementing the Healthy Heroes Initiative which are attached hereto as a part of Exhibit A.

- (b) Self-Dealing. The Grant Award shall not be used to benefit directly or indirectly any individual, corporation, partnership, business association, organization, trust, or any other entity that would be described by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "Code"), as a "disqualified person" with respect to the Grantor. "Disqualified persons" include the members, directors, officers, and employees of the Grantor.

- (c) Compliance. The Grantee shall comply with all federal, state and local rules and regulations concerning the activity for which the grant proceeds are used.
- (d) Lobbying. The Grant Award shall not be used in any way to carry on propaganda, influence a political campaign or otherwise attempt to influence legislation, except as permitted by the Code.
- (e) Tax Exempt Status. Grantee certifies that it is an organization classified by the Internal Revenue Service as exempt from federal taxes under Sections 501(c)(3) or 501(a) of the Code or is a governmental unit described in Section 170(c)(1) of the Code. In the event this status changes, the Grantee shall notify the Grantor immediately.
- (f) Foundation Status. Grantee certifies that it is not a private foundation as defined in the Code, or if so classified is an exempt operating foundation under Section 4940(d)(2). In the event the Grantee is so classified in the future, the Grantee shall notify the Grantor immediately.
- (g) Return of Funds. All Grant Funds (or the unused portion thereof) shall be returned to the Grantor upon the occurrence of any of the following events:
 - (i) The Grant period ends and all Grant Funds have not been used unless a subsequent use is approved by the Grantor as described below;
 - (ii) The Grantee ceases to be an exempt organization under Sections 501(c)(3) or 501(a) of the Code;
 - (iii) The Grantee discontinues the Grant Project or activity for which the Grant Award was intended to be used; or,
 - (iv) The Grantee violates any term of this Grant Agreement or the Grant Application.

In the event the Grantee does not utilize all of Grant Award, the Grantee may request in writing approval to utilize any unused portion of the Grant Award for purposes other than or different from those outlined in the Grantee's original Grant Application or this Agreement. This written request shall include a proposed budget, a detailed description of the intended use, and reporting obligations. Grantor shall not be obligated to agree to Grantee's request in whole or in part. Should the parties be unable to agree on the prospective use of the then remaining funds contained in the Grant Award, Grantor shall have the right to terminate this Grant Agreement and Grantee shall return any unused portion of the Grant Award to Grantor.

- (h) Property or Equipment Acquisition. Provided expenditures for capital acquisition are specifically included in this Grant Agreement, Grantee may utilize Grant Award funds for such purposes. At the close of the Grant Term,

title to all equipment acquired by Grantee in accordance with the terms of this Grant Agreement shall remain vested in Grantee.

- (i) Other Sources of Funding. Prior to the execution of this Grant Agreement, Grantee shall disclose to Grantor all other sources of funding as well as all pending grant applications for the project outlined in the Grant Application and this Grant Agreement. Grantee shall supplement such disclosure, as appropriate, during the Grant Term.
- (j) Public Disclosure and Announcements. Public disclosures of the Grant Award made herein may not be made by the Grantee without the written approval of Grantor.

ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS MUST BE PRESENTED FOR APPROVAL AT LEAST THIRTY (30) DAYS PRIOR TO USE. THE APPROVAL OF THE USE OF GRANTOR'S NAME, SYMBOLS OR TRADEMARKS IS SOLELY IN THE DISCRETION OF THE GRANTOR.

- (k) Financial Accounting. Grantee shall submit and Grantor shall rely upon the specific financial accounting requirements of this grant in accordance with the financial reports attached hereto and made a part of this agreement as Exhibit A. Any request to reclassify budget line item amounts must be submitted to the Foundation in writing with detailed justification, and prior to expenditure of grant funds related to such proposed reclassification. Budget line item amounts may not be reclassified by the Grantee without the written approval of Grantor, and Grant funds for which reclassification is requested cannot be expended until such reclassification is approved in writing by Grantor.
- (l) Objectives and Outcomes. The performance of Grantee in accomplishing the purposes of the Grant Award will be measured and evaluated relative to the achievement of specific objectives and outcomes. Grantor reserves the right at any time during the Grant Term to terminate this Agreement following a thirty (30) day written notice to Grantee of the Grantor's determination, in its sole discretion, of the failure or likely failure of the funded program to attain the objectives and/or outcomes or benefits anticipated or that the program outcomes are significantly fewer or less than expected. In the event of such termination, the Grantor will have no further obligation to provide any undistributed portion of the Grant Award.
- (m) Reporting of Grant Activity. During the Grant Term, Grantee shall furnish Grantor with progress reports outlining grant activity and progress toward objectives in accordance with Exhibit A of this Grant Agreement. Progress reports will be due on the Progress Report Dates.

Grantor may from time to time contact Grantee in order to review a previously submitted progress report or arrange a visit to Grantee offices and/or locations to review grant activities.

On the Final Report Date, Grantee shall submit a final Grant Report which shall review the performance and activities over the course of the entire Grant Term. The final Grant Report shall include a financial statement accounting for the use of all Grant Award funds, which statement shall be certified as true, complete and accurate by the chief executive officer or chief financial officer of Grantee or, at Grantor's request, audited in accordance with generally accepted auditing standards by a certified public accountant reasonably acceptable to Grantor. If funds remain unused as of the Final Report Date, Grantee may request permission to use any unused portion of the Grant Award as provided for in Section 2(g) above.

- (n) Confidentiality. Grantee agrees that, unless expressly authorized by Grantor to do so, Grantee shall not, either during or after the Grant Term, except as provided for herein, (a) disclose to any third party, (b) use for Grantee's benefit or the benefit of others, or (c) publish information that is secret or confidential to Grantor (hereinafter "Information"). Such Information includes, but is not limited to, information disclosed by Grantor to Grantee in connection with the Grant Award and information compiled by Grantee in implementation of the project supported in whole or in part by the Grant Award, whether written, oral, or obtained by viewing Grantee's premises, data, reports, project designs, outcomes, and information generated as a result of the Grant, computer programs, knowledge, and data relating to processes, formulae, research efforts, owned, controlled, or possessed by Grantor. This obligation of confidentiality and nonuse shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by Grantee; (c) Information that Grantee can establish by reasonable proof was in Grantee's possession at the time of disclosure; or (d) Information that Grantee receives from a third party who has a right to disclose it to Grantee.
- (o) Ownership of Materials. Grantee agrees that items (including, but not limited to, data, reports, expertise, knowledge or outcomes) created or generated as a direct result of the Grant Award shall at all times be recognized as the exclusive property of Grantor. Grantee further agrees that at no time, without express authorization from Grantor, shall Grantee make such items available to third parties.

3. Grantor Responsibilities

- (a) Upon execution of the Grant Agreement, the Grant Award will be distributed by Grantor under the terms of this Grant Agreement and according to the Grant Distribution Schedule.

4. Miscellaneous

- (a) Entire Agreement. This Grant Agreement, including the Grant Application, documents, exhibits and schedules referred to herein, constitutes the entire agreement between the Grantor and Grantee and supersedes any prior

understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

- (b) Publicity. Grantor reserves the right to the control and use of its name, symbols, trademarks, trade names, service marks, and copyrights presently existing or later established. Grantee shall not use Grantor's name, symbols, trademarks, trade names, or service marks in advertising, promotional materials, publications, interviews, or otherwise, without the prior written consent of Grantor. In the event Grantee breaches the terms of this provision, Grantee will be liable to Grantor for any indirect, special or consequential damages, including without limitation lost profits. Additionally, in the event of a breach of this provision, Grantor will have the right to terminate this Agreement immediately without prior notice and the Grant Award shall be returned to the Grantor immediately.
- (c) Governing Law. This Grant Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice or conflict of law, provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.
- (d) Survivability. Sections 2(g), 2(i), 2(n), 2(o) and 2(b) shall survive the termination of this Grant Agreement.

5. Definitions

- (a) "Progress Report Dates" shall mean the dates on which the progress reports for the Grant Project must be submitted to the Grantor, which shall be the following dates:
 - October 1, 2016; December 1, 2016; March 1, 2017; June 1, 2017;
 - September 1, 2017; October 31, 2017; and November 30, 2017
- (b) "Effective Date" shall mean September 1, 2016.
- (c) "Final Report Date" shall mean November 30, 2017.
- (d) "Grant Agreement" shall mean this agreement between the Grantor and Grantee, including all schedules and exhibits attached hereto.
- (e) "Grant Application Date" shall mean July 15, 2016.
- (f) "Grant Award" shall mean a Grant issued pursuant to the Grant Agreement in the amount of \$41,292.
- (g) "Grant Award Number" shall mean BCBSMSF-2016-012.
- (h) "Grant Distribution Schedule" shall mean the distribution of the Grant Award in the amounts and on the dates as follows:

Distribution Date Distribution Amount

September 1, 2016 \$41,292

- (i) "Grant Term" shall mean the term beginning on September 1, 2016, and ending on October 31, 2017.
- (j) "Grantee" shall mean City of Pascagoula.
- (k) "Grantee Representative" shall mean Joseph R. Huffman, Manager, City of Pascagoula.
- (l) "Grantor" shall mean Blue Cross & Blue Shield of Mississippi Foundation.
- (m) "Grant Project" shall mean City of Pascagoula Healthy Heroes Initiative.

GRANTOR

Blue Cross & Blue Shield of Mississippi Foundation

By: _____
Thomas C. Fenter, M.D.
Chairman of the Board of Directors

Date: _____

The Grantee hereby accepts this grant and agrees to abide by all conditions under which it is made as stated in this Grant Agreement. I have full authority to accept on behalf of the Grantee this Grant Agreement and all conditions therein.

GRANTEE

By: _____

Title: _____

Date: _____

Councilman Hill made a motion to authorize the City Manager to execute the Blue Cross and Blue Shield of Mississippi Foundation Healthy Heroes Initiative grant agreement as recommended. 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". (Approved 9-20-16)

The next item for consideration was a request to approve the Safe Routes to School Jackson Elementary Project, Construction, Engineering and Inspection Services Contract with Compton Engineering, Inc., as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Hill made a motion to approve the Safe Routes to School Jackson Elementary Project, Construction, Engineering and Inspection Services Contract with Compton Engineering, Inc., as recommended and authorize the City Manager to execute the related documents. 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". (Approved 9-20-16)

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

Next for consideration was a request to approve the HOME Investment Partnership Homeowner Rehabilitation and Reconstruction Application, as recommended by Jen Dearman, Community and Economic Development Director. The contract's application portion is contingent upon a phase II application invitation. The contract's administration services portion is contingent upon the grant award. If the grant is not awarded, the contract's application portion will be paid with city funds, not to exceed \$5,000.00.

Additional information is spread on the minutes as follows:

**Proposal of Professional Services for
Phase II Application Preparation and Administration of the
2016 HOME Investment Partnership Program**

Submitted to:
**Honorable Mayor and City Council
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908**

Submitted by:
GREENTAPE COMPLIANCE, LLC
**P.O. Box 562
Greenwood, MS 38935-0562
662-299-9996
GreenTapeCom@gmail.com**

August 23, 2016

PROPOSAL OF PROFESSIONAL SERVICES

GREENTAPE COMPLIANCE, LLC, P.O. Box 562, Greenwood, Mississippi (hereinafter referred to as "Consultant"), hereby submits the following proposal to the City of Pascagoula, Mississippi (hereinafter referred to as "Local Public Agency"). The proposal includes duties necessary for Phase II application preparation, general project administration, and financial management of the 2016 Home Investment Partnership (HOME) Program for Homeowner Rehabilitation/ Reconstruction activities. The premises for this proposal are as follows:

Whereas, the Local Public Agency has submitted a Phase I application for participation in the 2016 HOME Program as set forth by the U.S. Department of Housing and Urban Development (HUD) and administered by the Mississippi Home Corporation (MHC); and

Whereas, Phase II application preparation is contingent upon MHC invitation to apply, and the subsequent administration of the HOME project is contingent upon award of funding; and

Whereas, the Local Public Agency desires to retain professional services necessary for the Phase II application preparation and subsequent administration of the 2016 HOME project;

Now, therefore, the professional services proposed by the Consultant are as follows:

1. Terms – The Consultant, if selected, will begin performance of professional services upon mutual agreement by both the Consultant and the Local Public Agency. If the Consultant is selected, a Contract of Services between the Consultant and the Local Public Agency shall be executed. The project will be administered and completed according to the terms of the Contract of Services.
2. Compensation – If the Consultant is selected, a reasonable fee will be negotiated by both the Consultant and the Local Public Agency. The fee will be within the budget set forth by MHC in the 2016 HOME program guidelines. Payments to the Consultant for grant administration will be paid out of the HOME funds received from the grant award, and there will be no additional funds required from the Local Public Agency for grant administration.
3. Right to Audit – The Consultant shall maintain records and documents relating directly to the receipt and disbursement of 2016 HOME funds. Authorized representatives of MHC, the State of Mississippi, HUD, and the Comptroller General of the United States shall, at reasonable times, have access to inspect, copy, audit, and examine all books, records and documents of the Consultant that are directly related to the administration of the 2016 HOME program until completion of all close-out procedures and conclusion of all issues arising out of the Local Public Agency's 2016 HOME project.
4. Record Retention – The Consultant shall maintain all books, records and documents directly related to the administration of the Local Public Agency's 2016 HOME project for a period of five (5) years after the project is closed-out as required by HUD and MHC.

SCOPE OF SERVICES

Phase II Application Preparation: The Consultant, if selected, will perform necessary services for Phase II Application Preparation.

1. **Timeliness** – Following notification that the Local Public Agency has been invited to submit a Phase II Application, the Local Public Agency and the Consultant will be allowed four (4) weeks to submit information specific to Phase II of the application process. The Consultant will promptly begin compiling the application information in order to assure timely application submittal to MHC.
2. **MHC Application Requirements** – The Consultant will thoroughly review the Phase II application requirements upon their establishment and will follow application guidelines in order to create a competitive application for submittal to MHC. The application will aim to fulfill all 2016 HOME program goals, objectives, and policies. The Consultant will assume the duties of compiling beneficiary information, fulfilling citizen participation requirements, developing the project budget, and identifying housing activities.
3. **Citizen Participation** – The Consultant will assist the Local Public Agency in preparing notices of public hearings or other publications that are required to be published in the local circulating newspaper. The Consultant will assist the Local Public Agency in scheduling and conducting necessary public hearings that are directly related to the Phase II application.
4. **Budget** – The Consultant, if selected, will work with third party contractors or contractors appointed by MHC, such as architects, appraisers, and/or attorneys, if necessary to determine accurate housing activity costs.
5. **Identification of Eligible Homeowners and Housing Activities** – The Consultant will assist the Local Public Agency in identifying the proposed homeowner housing units for assistance as well as alternates. Eligible homeowners shall be identified based on income qualifications, size of the households, and the location of the housing units as specified by MHC. The necessary housing rehabilitation or reconstruction activities shall be determined by MHC guidelines. If necessary, the Consultant will assist the Local Public Agency in conducting confidential homeowner eligibility surveys to determine the income and housing conditions of homeowner applicants.
6. **Document Preparation** – In the event that Local Public Agency resolutions or minutes are required for the application, the Consultant will assist in the writing of necessary resolutions or minutes and the submittal of such documents to the Local Public Agency for approval. Furthermore, the Consultant will assist in the preparation of documents needed for the 2016 HOME project.
7. **Communication** – Upon reasonable notification, the Consultant shall attend Local Public Agency meetings or other special meetings related to the administration of the 2016 HOME project as deemed necessary by the Consultant and the Local Public Agency. The Consultant will be accessible to the Local Public Agency in the form of in-person meetings or by correspondence through telephone, mail or email. The Consultant will maintain

communication with MHC throughout the application process and will serve as liaison between the Local Public Agency and MHC as needed.

8. Organization – The application will be organized in an intuitive manner that will be easy to follow by MHC representatives who will grade the application. As specified by MHC, all application documents will be bound neatly in a 8.5 x 11" folder, and all sections of the application will be separated by tabs identifying the information contained in each section. All necessary maps, surveys and attachments will be included in the application.

Project Administration: Upon award of grant funding from MHC for the Local Public Agency's 2016 HOME project, the Consultant, if selected, will perform necessary services for Project Administration.

1. File System – All documents, files, financial and support information will be kept in a detailed file system set up at the Consultant's office. The file system will be organized based on MHC guidelines for program compliance.
2. Financial Management – The Consultant will maintain financial records in the form of a general ledger and will compile all bank statements, canceled checks, and deposit slips. The Consultant will be responsible for submitting contractor invoices and Requests for Reimbursements to the Local Public Agency for approval. Upon request, the Consultant will provide financial status reports on the 2016 HOME project to the Local Public Agency.
3. Compliance – Federal and state laws that apply to the 2016 HOME project will be reviewed. The Consultant will assist the Local Public Agency in complying with federal and state laws that directly relate to the implementation of the 2016 HOME project. The federal laws that apply to the 2016 HOME program include but are not limited to:
 - a. Cranston-Gonzalez National Affordable Housing Act of 1990
 - b. Title VI of the Civil Rights Act of 1964
 - c. Fair Housing Act or Title VIII of the Civil Rights Act of 1968
 - d. Section 504 of the Rehabilitation Act of 1973
 - e. Americans with Disabilities Act (ADA)
 - f. National Environmental Policy Act and 24 CFR Part 58

The Consultant will be responsible for meeting compliance reporting deadlines and submitting satisfactory reports to MHC.

4. Environmental – The Consultant will be responsible for obtaining environmental clearance from MHC. Project activities that are subject to environmental review cannot be started until environmental clearance is obtained.
5. Citizen Participation – The Consultant will assist the Local Public Agency in preparing notices of public hearings or other publications that are required to be published in the local

- circulating newspaper. The Consultant will assist the Local Public Agency in scheduling and conducting necessary public hearings that are directly related to the 2016 HOME project.
6. Fair Housing and Equal Opportunity – The Consultant will ensure compliance with federal Fair Housing and Equal Opportunity guidelines as they relate to the 2016 HOME project. The Consultant will conduct a public Compliance Workshop that will address Fair Housing and Equal Opportunity guidelines. The public will be notified by publication in the local circulating newspaper.
 7. Section 3 – The Consultant will ensure compliance with federal Section 3 guidelines as they relate to the 2016 HOME project. The Consultant will conduct a public Compliance Workshop that will address Section 3 guidelines. The public will be notified by publication in the local circulating newspaper. The Consultant will be responsible for meeting compliance reporting deadlines and submitting satisfactory reports to MHC.
 8. Project Monitoring and Close-Out – The Consultant will meet with MHC representative(s) to assist in MHC’s monitoring of project activities and records. Once the project activities are complete, the Consultant will prepare the necessary documents to submit to MHC for final project close-out.
 9. Document Preparation – In the event that Local Public Agency resolutions or minutes are required for the 2016 HOME project, the Consultant will assist in the writing of necessary resolutions or minutes and the submittal of such documents to the Local Public Agency for approval. Furthermore, the Consultant will assist in the writing of documents needed for the 2016 HOME project.
 10. Communication – Upon reasonable notification, the Consultant shall attend Local Public Agency meetings or other special meetings related to the administration of the 2016 HOME project as deemed necessary by the Consultant and the Local Public Agency. The Consultant will be accessible to the Local Public Agency in the form of in-person meetings or by correspondence through telephone, mail or email. The Consultant will maintain communication with MHC throughout the implementation of the 2016 HOME Project and will serve as liaison between the Local Public Agency and MHC as needed.

EXPERIENCE

GreenTape Compliance, LLC is a consulting firm offering comprehensive grant application preparation and project administration to public governing entities. President of GreenTape Compliance, LLC, Mary Annette Morgan Smith, MPPA, has over seven years of experience in application preparation and project administration of both federal and state grant programs. Since 2009, Ms. Smith has helped to obtain and successfully administer over \$4,567,314 in United States Department of Housing and Urban Development (HUD) Home Investment Partnership (HOME) Program funds for homeowner rehabilitation/reconstruction projects. Ms. Smith has helped to obtain and successfully administer over \$5,952,684 in HUD Community Development Block Grant (CDBG) Public Facility funds for public sewer and water infrastructure improvement projects. In addition, Ms. Smith has experience in application preparation and administration of CDBG Economic Development projects and has secured grant funding for municipalities through the United States Department of Agriculture Rural Development Community Facilities Grant Program.

Mary Annette Morgan Smith will be the primary individual performing application preparation and administrative services. Ms. Smith has hands-on experience as Project Manager on a total of sixteen (16) HOME projects since 2009. The HOME projects that Ms. Smith has worked on have involved rehabilitation/reconstruction of homeowner housing units to create safe, affordable, code-standard housing for qualified low-income homeowners. Ms. Smith has extensive hands-on experience with HUD requirements and compliance. Her areas of knowledge in HUD regulation compliance include National Environmental Protection Act (NEPA) compliance, Fair Housing and Equal Opportunity compliance, Section 3 compliance, state procurement compliance, and Labor Standards compliance.

QUALIFICATIONS

Ms. Smith obtained a Master of Public Policy and Administration Degree from Mississippi State University. Studying under Dr. Gerald A. Emison, a former senior executive of the Environmental Protection Agency, Ms. Smith focused her graduate studies on environmental policy. Ms. Smith's education gives her a unique understanding of programming, data analysis, and community planning which she now applies to her work at GreenTape Compliance, LLC. Ms. Smith's résumé is attached for your review.

GreenTape Compliance, LLC is 100% woman-owned-and-operated and is currently seeking certification as a Women Business Enterprise (WBE) through the Mississippi Development Authority Minority Business Enterprise/Women Business Enterprise Directory.

Our goal at GreenTape Compliance, LLC is to help clients create sustainable development by utilizing available grant programs. What sets GreenTape Compliance, LLC apart from other consulting firms is our promise to ensure environmental consciousness through responsible project implementation. We look forward to the opportunity to serve your City. If you desire additional information about specific projects, please feel free to contact Mary Annette Morgan Smith by phone at 662-299-9996 or by email at GreenTapeCom@gmail.com.

CAPACITY

GreenTape Compliance, LLC is located in Mississippi and maintains ready access to reliable transportation allowing for project site visits as needed. For your convenience, President of GreenTape Compliance, LLC, Mary Annette Morgan Smith, is readily accessible by phone or email.

GreenTape Compliance, LLC has the technical capacity and the resources needed to complete the Phase II Application and to administer the subsequent 2016 HOME project in a timely manner. Through the use of email, we will be able to send and receive time-sensitive documents with ease. Currently, our workload will allow for primary concentration on the Local Public Entity's 2016 HOME project.

GreenTape Compliance, LLC also has the capacity to bring in other professionals on a consultant basis as the project requires.

MARY ANNETTE MORGAN SMITH

EDUCATION

Master of Public Policy and Administration, Mississippi State University, Starkville, MS. 2007 – 2009,
GPA: 3.92/4.00

Bachelor of Arts in Political Science, Mississippi State University, Starkville, MS. 2003 – 2007,
GPA: 3.72/4.00

EXPERIENCE

Grant Writer and Project Manager, November 2009 – Present

Gregory and Associates, Inc., Greenwood, MS

- Prepare grant applications for federal, state and non-profit funding programs
- Manage economic development projects, public facilities projects and affordable housing projects
- Process invoices and grant payments on behalf of cities and county governments
- Maintain precise financial records and systematic project files
- Monitor multiple ongoing projects to ensure compliance with federal and state regulations
- Schedule appointments and maintain up-to-the-minute correspondence with clients
- Present proposals of services, resolutions and project status reports before governing boards

Graduate Intern, June 2009 – August 2009

Natural Resource Conservation Service, Greenwood, MS

- Performed daily office duties to support agency officials and clients
- Helped to develop and oversee execution of federal program contracts
- Monitored projects to evaluate program performance and federal compliance
- Worked to coordinate local events and a statewide public education event

Graduate Assistant, August 2007 – May 2009

Department of Political Science and Public Administration, Mississippi State University, Starkville, MS

- Contributed research for academic projects and publications
- Collaborated with graduate assistants to create the department's first alumni newsletter
- Helped undergraduate students schedule their upcoming courses
- Served as stand-in instructor for international relations courses
- Prepared and administered tests and graded students' tests and essays

Summer Intern, May 2007 – July 2007

Cornerstone Government Affairs, Washington, D.C.

- Scheduled appointments and assisted with legislative staff meetings
- Attended Congressional hearings and reported pertinent information to office superiors
- Compiled a comprehensive data report through phone interviews with state agency officials

PROFICIENCIES, CERTIFICATIONS & AWARDS

Greenwood Commonwealth's Top 30 Under 40 Award, March 2013

Delta Regional Authority's Delta Leadership Institute Executive Academy, October 2011 – June 2012

Mississippi Development Authority's Environmental Technical Assistance Workshop, February 2012

John C. Stennis Institute of Government's YourTown MS Planning and Design Workshop, May 2011

Notary Public of the State of Mississippi, January 2010 – January 2014

Microsoft Office Suite: Word, Excel, PowerPoint, Publisher, Outlook

Adobe Acrobat and Adobe Reader XI

AFFILIATIONS & ACTIVITIES

Greenwood-Leflore County Chamber of Commerce 2016 Board of Directors, Member
Greenwood-Leflore County Chamber of Commerce 2013 Leadership Greenwood Class, Member
Greenwood-Leflore County Chamber of Commerce Bikes, Blues & Bayous Committee, Member
Greenwood-Leflore County Chamber of Commerce Agriculture Committee, Member
Greenwood-Leflore Young Professionals, Member and Past Membership Chairperson
Delta Regional Authority's Delta Leadership Network, Member
Itta Bena-Morgan City Rotary Club, Grants Chairperson and Past President
Junior Auxiliary of Greenwood, Alumni and Past Cotton Ball Auction Committee Co-Chairperson
Greenwood Mentoring Center, Volunteer
Delta Garden Club of Mississippi, Member and Past President
Pillow Academy Alumni Association, Member and Past Class Representative
Phi Delta Chapter of Chi Omega Sorority, Alumni
Morgan City Baptist Church, Member and Children's Sunday School Teacher

REFERENCES

References are available upon request.

Councilman Hill made a motion to approve the Green Tape Compliance, LLC for the City's HOME Investment Partnership Homeowner Rehabilitation and Reconstruction Application Services and, if awarded, Administrative Services 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 9-20-16)

Next for consideration was the Justice Assistance Grant for the South MS Metro Enforcement Team and to authorize the Mayor to execute related documents, as recommended by Kenny Johnson, Police Chief. Final reimbursement request has been submitted as recommended

Councilman Hill made a motion to authorize the Mayor to execute the Sub-grantee Closeout Form for the Multi-jurisdictional Narcotics Task Force Justice Assistance Grant 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 9-20-16)

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

The year-to-date revenue and expenditure reports for August 2016 were filed by Sherria Trosclair, Assistant Comptroller, and acknowledged by the Council.

The next item for consideration was the Supplemental Agreement #1 with Brown, Mitchell & Alexander, Inc. (BMA) regarding Right of Way (ROW) acquisition for Hospital Road project, as recommended by Jaci Turner, City Engineer. Preliminary review has been completed, and final review by MDOT is currently underway. The change reflects a decrease in overall maximum cost of \$13,546.00.

Councilman Hill made a motion to approve the Supplemental Agreement, contingent upon final MDOT approval, and authorize the City Manager to execute the related documents, as recommended. 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". (Approved 9-20-16)

(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:

The first item for consideration was a letter of support for the Gulf Coast Shooting Range, as recommended by Jen Dearman, Community and Economic Development Director.

Additional information is spread on the minutes as follows:

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 228-762-1020
FAX 228-372-6851

September 20, 2016

Dr. Tyler Sexton and Shawn Panni
Pascagoula, MS

RE: Gulf Coast Shooting Range

Dear Dr. Sexton and Mr. Panni,

On behalf of the City Council of Pascagoula, I would like to express the City's support for your proposed new business, the Gulf Coast Shooting Range, on Market Street. Not only are you dedicated to gun safety and education for our community, but this project perfectly aligns with the City's vision of new development and revitalization on Market Street. We look forward to working with you as this project develops including future Council consideration of necessary Municipal Code modifications. Please feel free to contact me at (228) 938-6614 with any questions. Thank you.

Sincerely,

Harry J. Blevins
Mayor

Councilman Tipton made a motion to authorize the Mayor to execute a letter expressing the City's support for a proposed Gulf Coast Shooting Range 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 9-20-16)

The next item for consideration was a request to ratify a letter of support for Community Heritage Preservation Grant – Round 12 for the LaPointe-Krebs House Rehabilitation Project – Phase IV, as recommended by Eddie Williams, City Attorney.

Additional information is spread on the minutes as follows:

HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY CLERK

EDDIE WILLIAMS
ATTORNEY



CITY COUNCIL

MARVIN PICKETT, SR. (Mayor) 2011-2015
FREDDY JACKSON (Councilman) 2012-2015
DAVID TADLOCK (Councilman) 2012-2015
BURT HILL (Councilman) 2012-2015
SCOTT TIPTON (Councilman) 2012-2015
BRENDA H. SIMKINS (Council Member At-Large) 2012-2015

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

September 20, 2016

Board of Trustees
Mississippi Department of Archives and History
Historic Preservation Division
P.O. Box 571
Jackson, MS 39205

RE: Community Heritage Preservation Grant- Round 12 Letter of Support
LaPointe-Krebs House Rehabilitation Project- Phase IV

Dear Members of the Board of Trustees:

I would like to express the City of Pascagoula's support as a Certified Local Government for Jackson County's Community Heritage Preservation Grant Round 12 application for the LaPointe-Krebs House (aka the Old Spanish Fort). If awarded, this will be the fourth installment of Community Heritage Preservation grant funding received for this project. This funding has been vital to the repair and historically-accurate renovation of the house which has been determined to be over two hundred and fifty years old. The LaPointe-Krebs House is now considered the oldest standing structure in the Mississippi River Valley. The funding received to-date has made significant progress in stabilizing the structure. If this application is fully funded, the grant award will be used to complete the interior and exterior repairs needed in order for the home to once again be open to the public along with the newly re-opened LaPointe-Krebs Museum.

As you know, the LaPointe-Krebs House presents a unique view on French Colonial history, not only in Mississippi, but in the entire United States. The LaPointe-Krebs House is an irreplaceable asset in Pascagoula. We hope you will see the value in this living piece of history as we do and assist Jackson County and the LaPointe-Krebs Foundation in preserving it for future generations.

If you should have any questions, please feel free to call me at (228) 938-6614. Thank you for your consideration of this important request.

Sincerely,

Harry J. Blevins
Mayor

Councilwoman Simkins made a motion to authorize the Mayor to execute the letter of support for Community Heritage Preservation Grant – Round 12, LaPointe-Krebs House Rehabilitation Project – Phase IV, as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-20-16)

Next for consideration was a request to approve Agreement with Interurban Housing Corporation for redevelopment of derelict property, as recommended by Eddie Williams, City Attorney.

AGREEMENT

THIS AGREEMENT is entered into the 11th day of August, 2016, by and between City of Pascagoula (hereinafter "City") and Interurban Housing Corporation (hereinafter "Developer").

WHEREAS, the Developer is the owner of certain real property located at 2306 Catalpa Avenue, Pascagoula, Mississippi, 39567 (hereinafter "subject property"); and

WHEREAS, the City passed a resolution on September 1, 2015, to demolish certain improvements on the subject property; and

WHEREAS, the Developer filed a notice of appeal of the resolution, with intentions of filing a bill of exception with the Circuit Court of Jackson County, Mississippi (the "Appeal"); and

WHEREAS, the Developer and City have agreed to certain terms and conditions that must be completed to resolve the Appeal for the Developer to construct other improvements on the subject property, and to avoid the demolition of the subject property.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confess, City and Developer agree intending to be legally bound as follows:

1. The City will provide the Developer a period of sixty (60) calendar days from August 11, 2016, (the "extension period") during which time the Developer will submit to the City preliminary site plans and floor plans for the division of the subject property into nine (9) town home units required to comply with the permitted use "SFR6" zoning for the subject property. The Developer is not required to submit complete architectural approved drawings or plans related to the same, and the City has agreed to review floor plans and site plans prepared by a draftsman and/or other appropriate party.

2. The parties agree that the extension period will expire on October 11, 2016, unless otherwise amended by written agreement of the City and Developer.
3. Within fifteen (15) days following the date upon which the City has approved the proposed site plans and floor plans, the Developer will make application for the required permits with the City to construct said town homes, and will pay all permits fees related thereto.
4. Within thirty (30) days of issuance of permits for construction by the City, the Developer will commence construction of the nine (9) town homes described herein.
5. Provided the foregoing matters are completed by the Developer, the City and Developer will jointly dismiss the Appeal precluding and prohibiting the demolition of the subject property as was previously resolved to occur.
6. In the event the Developer does not complete its requirements during the extension period, the Developer will agree to voluntarily dismiss the Appeal, so that the City may complete the demolition of the subject property.
7. Each party represents that it has been duly authorized to execute this agreement on behalf of the respective party.
8. This agreement shall be governed in accordance with the laws of the State of Mississippi.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed as an instrument on the day and year set out below, effective as of the 11th day of August, 2016.

THE CITY OF PASCAGOULA, MISSISSIPPI

DONOVAN SCRUGGS, City Planner

SIGNED BEFORE ME THIS _____ DAY OF AUGUST, 2016.

Notary Public
My Commission Expires: _____

(Seal)

IN WITNESS WHEREOF, this Agreement has been executed as an instrument on the day and year set out below, effective as of the 11th day of August, 2016.

INTERURBAN HOUSING CORPORATION

Artie Fletcher
By: ARTIE FLETCHER, President

SIGNED BEFORE ME THIS 19th September DAY OF ~~AUGUST~~, 2016.

Connie Arbour
Notary Public
My Commission Expires: life



(Seal)

Councilwoman Simkins made a motion to approve the Agreement with Interurban Housing Corporation and authorize Donovan Scruggs, City Planner, to execute on behalf of the City 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 9-20-16)

The next item for consideration was a request to approve Task Order No. 062 for public awareness effort for Market Street, as recommended by Jaci Turner, City Engineer. Some time was included in project-specific task orders, but it did not include the level of scope requested during this effort. This is described as Time and Materials charge rates, so the actual amount spent will depend on the amount of time and effort requested



1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568
Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

September 14, 2016

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

Re: Market Street Improvements Public Interaction
(C.L. Job #: 213-008.062)

Dear Ms. Turner:

Please find attached two (2) originals of Task Order No. 062 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:kt

attachments

PASCAGOULA



BILOXI



BAY ST. LOUIS

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TASK ORDER No. 062
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Market Street Improvements Public Interaction

Owner to identify desired services:

- | | | |
|--|--|--|
| <input checked="" 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 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: The consultant shall provide support to City staff for Public Presentations and Interaction. Presentations could include updated concept plans and opinion of costs.

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 provide technical support to City Staff for public presentation of proposed improvements and interaction with property owners and tenants interested in the proposed improvements through one-on-one site visits/meetings, and public meetings.
2. CE shall provide a revised concept plan, one version, based on final determination of surface improvements by the City.

Timeline and Milestones: CE will begin work upon receipt of an executed agreement. CE will complete the services in a timely manner receiving direction from the City. Timeline is contingent on public meetings input, public request for information, and direction by City staff.

Cost and Method of Compensation:

1. CE shall provide the technical support services as described in Item 1 above on a time and material basis, not to exceed \$25,000 based on CE's hourly rates in the general services agreement.
2. CE shall provide services as described in Item 2 above for a lump sum fee of \$2,500.00. Additional revisions or versions of the concept plan can be provided upon written request by the City for \$800 per revision (Revised drawings will take 3 to 5 days to produce).

The proposed professional services in this agreement exclude services associated with any right-of-way acquisition. It is the intent of the design to avoid the need for right-of-way acquisition. Should the design require additional rights-of-way then additional professional services shall be required via a separate agreement to prepare contract documents for bid and construction of the actual proposed improvements.

SIDM 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: [Signature]

DATE: 9/14/16

Councilman Jackson made a motion to approve Task Order No. 062 with Compton Engineering for increased scope due to public interaction related to the Market Street effort as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to approve Task Order No. 057 for preliminary design and permitting efforts associated with Market Street improvements at the railroad crossings, as recommended by Jaci Turner, City Engineer. Councilman Jackson requested to delay the consideration of this item until after #19 (Discussion of Market Street) was discussed.

The next item for consideration was an open discussion concerning options and determining what sections of Market Street and which configurations are ready for design to move forward, as presented by Jaci Turner, City Engineer.

The next item for consideration is an open discussion to determine which sections of Market Street that the City wishes to move forward along with a general guideline for roundabouts, traffic signals, 2-lanes, 4-lanes and bike lanes.

After a lengthy discussion, Councilman Tipton made a motion to keep Market Street as 4 lanes from Beach Boulevard to Telephone Road. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "NAY", Pickett "AYE", Simkins "NAY", Tadlock "NAY", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to approve Task Order No. 057 for preliminary design and permitting efforts associated with Market Street improvements at the railroad crossings, as recommended by Jaci Turner, City Engineer. Permitting efforts can take considerable time and this take order gets that effort moving forward in anticipation of future construction in that area.

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

September 8, 2016

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

Re: Market Street Improvements AREA 6 -
Old Mobile Highway to Live Oak Avenue
(C.E. Job #: 213-008.057)

Dear Ms. Turner:

Please find attached two (2) originals of Task Order No. 057 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.


J. Byron Houston, P.E.
Project Engineer

JBH:kl

attachments

PASCAGOULA
■
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■
BAY ST. LOUIS

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TASK ORDER No. 057
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Market Street Improvements AREA 6 – Old Mobile Highway to Live Oak Avenue

Owner to identify desired services:

† Concept Plan	† Conceptual Opinion of Cost	† Phase I ESA
† Phase II ESA	† Phase III ESA	† Wetlands Delineation
† Wetlands Permitting	† Cultural Resource Survey	† SWPPP Preparation
† Topographic Survey	† Boundary Survey	† Preliminary Plat
† Final Plat	† Elevation Certificate	† Easement/ROW Exhibits
⌘ Civil Design	† Structural Design	† Electrical Design
† Mechanical Design	† Architectural Design	† Landscape Architecture
† Contract Docs for Bid	† Contract Docs for quote	† Design Documents only
† Bid Administration	† Construction Admin.	† RPR Services
† Record Drawings	† O&M Manuals	† Warranty Inspection
† Study / Report	† Grant Application Preparation	⌘ Other (described below)

Owner's General Description of Project: The consultant shall provide design and construction documents for the approved conceptual design of Market Street Improvements Area 6 from a point no greater than 100' south of Old Mobile Highway to a point no greater than 100' south of Live Oak Avenue.

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. Compton Engineering (CE) shall provide design services to prepare construction documents to acquire permits from CSX Railroad and MSE Railroad for proposed improvements as shown on the attached Exhibit A "Proposed Market Street Improvements – Old Mobile Highway to Live Oak Avenue". Thirty percent (30%) of the proposed total design shall be accomplished to submit the railroad permit application.
2. CE shall prepare and submit applications to permit utility, drainage, roadway, and pedestrian pathways to cross and abut CSX and MSE Railroads. The work does not include grade crossing designs and permitting.

Timeline and Milestones: CE will begin work within 30 days of receipt of an executed agreement. CE will complete the services within 180 days thereafter.

Cost and Method of Compensation:

1. CE shall provide 30% of the design services as described in Item 1 above for a lump sum fee based on a percentage of the construction cost from the fee curve 40/log C, whereas "C" is the construction cost. The estimated fee for design services to accomplish the permitting for CSX and MSE Railroads is \$29,807.00 based on an estimated cost of construction of \$1,623,820.00, less 5% for conceptual design under

Page 1 of 2

COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.057:

separate contract. The actual fee shall be adjusted based on the actual bid price for the proposed improvements at the time the contract is awarded by issuing an amendment to this agreement.

2. CE shall prepare and submit applications for permitting as described in Item 2 above on a time and material basis per the current General Services Consulting Contract for a not-to-exceed fee of \$10,000.00.

JCH

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: [Signature]
DATE: 9-18-16

Councilman Jackson made a motion to approve Task Order No. 057 with Compton Engineering for preliminary design and permitting efforts relating to utility crossings under the rail rights-of-way on Market Street as recommended and authorize the City Manager to execute

the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was requests for authorization to create a job description of Director of Residential and Business Recruitment (Item #20) and Director of Community Development and Business Retention (Item #21), as recommended by Valerie Moore, Human Resource Director.

Councilwoman Simkins made a motion to "TABLE" Items #20 and #21 until the Council meeting on October 18, 2016. 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 9-20-16)

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

ORDER

WHEREAS, the attached docket of claims for the period of September 2, 2016, through September 16, 2016, has been presented to the City Council for allowance and approval;

WHEREAS, the below claim numbers 08-12-01, 08-29-02 and 08-03 have also been presented to the City Council for allowance and approval:

<u>August 12, 2016</u>		<u>Claim # 08-12-01</u>
010	General Fund	\$ 475,104.44
400	Pascagoula Utilities	25,382.26
	Total	<u>\$ 500,486.70</u>

<u>August 29, 2016</u>		<u>Claim 08-29-02</u>
010	General Fund	\$ 462,287.29
400	Pascagoula Utilities	27,148.23
	Total	<u>\$ 489,435.52</u>

<u>Miscellaneous Claim</u>		<u>Claim 08-03</u>
1000	City Share FICA	\$ 47,804.47
1100	City Share Medicare	11,180.07
7000	City Share PERS	<u>124,284.31</u>
	Total	<u>\$ 183,268.85</u>

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

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

The above Order was introduced by Councilman Jackson, seconded for adoption 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 Mayor then declared the Order adopted on the 20th day of September, 2016.

Councilman Pickett made a motion to close the meeting to determine the need for an executive session. 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".

Councilwoman Simkins made a motion to go into executive session for the purpose of discussing potential litigation with Knowles Construction Co. and Section 42 issues and a personnel matter. 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", after which the Mayor announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

During executive session and after comments from Eddie Williams, City Attorney, Mayor Blevins made a motion authorizing the City Attorney to make counteroffer to Knowles Construction Co. 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 9-20-16)

Councilman Jackson made a motion to authorize Eddie Williams, City Attorney, to work in conjunction with the Pascagoula-Gautier School Board concerning the Section 42 issue. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

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

There being no further business to come before the Council tonight, Councilman Jackson made a motion to recess until Monday, September 26, 2016, at 11:00 a.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Pickett 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 8:46 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Karen Kennedy, Asst. City Clerk

RECESSED REGULAR MEETING OF THE CITY COUNCIL

MONDAY, SEPTEMBER 26, 2016, AT 11:00 A. M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Monday, September 26, 2016, at 11:00 a.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.
Councilman David Tadlock

City Attorney Eddie Williams
Comptroller/City Clerk Robert J. Parker
Asst. City Clerk Karen Kennedy

Councilwoman Brenda Simkins was absent.
Councilman Scott Tipton was absent.
City Manager Joe Huffman was absent.

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

The following new business item was considered at this time:

The following item for consideration was Budget Amendment 16.22 for various funds to reallocate budget provisions at the end of the fiscal year as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread upon the minutes as follows:

City of Pascagoula
 Budget Amendment # 15.38
 September 28, 2015

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>GENERAL FUND</u>	-	-	
	-	-	
	-	-	
<u>Expenditures:</u>			
<u>Economic Development:</u>			
<u>Other Services & Charges:</u>			
Consulting Services	45,885	(2,100)	43,785
<u>Capital Outlay:</u>			
Improvements - Anchor Square	27,000	2,100	29,100
<u>Beautification:</u>			
<u>Other Services & Charges:</u>			
Grass Cutting Contract	770,855	60,850	831,705
<u>Capital Outlay:</u>			
Mobile Equipment	40,000	(40,000)	-
<u>Supplies:</u>			
Gas & Oil	15,000	(3,950)	11,050
Landscaping Supplies	50,000	(12,100)	37,900
Tree Planting	8,000	(4,800)	3,200
Total Expenditures	956,740	-	956,740
Net Change in Fund Balance - General Fund		-	

<u>FIRE INSURANCE REBATE FUND</u>			
Expenditures:			
<u>Fire Insurance Rebate:</u>			
<u>Other Services & Charges:</u>			
Training - Fire Academy	11,000	(1,350)	9,650
<u>Capital Outlay:</u>			
Mobile Equipment	32,000	1,350	33,350
Total Expenditures	43,000	-	43,000
Net Change in Fund Balance - Fire Insurance Rebate Fund		-	
To amend the budget in order to reallocate budget provisions as needed at year end.			

Councilman Jackson made a motion to approve Budget Amendment 16.22 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 "ABSENT", Tadlock "AYE", and Tipton "ABSENT". (Approved 9-20-16)

Councilman Hill made a motion to close the meeting to consider the need for an executive session. 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".

Councilman Hill made a motion to go into executive session for the purpose of discussing a personnel matter. The motion was seconded by Councilman Pickett, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "ABSENT", and Tipton "ABSENT". Mayor Blevins announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

During executive session, the City Attorney gave a brief presentation concerning a personnel matter. No action was taken.

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

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

The meeting ended at 11:23 a.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Karen Kennedy, Asst. City Clerk



Agenda Number: 4

AGENDA ITEM REQUEST FORM

Meeting Date: 10-4-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: LaLinda Grace

Phone: 228-938-2352

Agenda Topic: Pascagoula Redevelopment Authority Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes of PRA meetings: 7-14-2016, 8-11-,2016, 9-2-2016 and 9-8-2016.

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



REGULAR MEETING
10:00 AM Thursday, July 14, 2016
JCEDF, 3033 Pascagoula Street, Pascagoula, Mississippi

The Pascagoula Redevelopment Authority met at JCEDF in a regular meeting on Thursday, July 14, 2016, at 10:00 AM. Henry Fox, Chairman, called the meeting to order at 10:07 AM with the following present:

Chairman, Henry Fox
Vice Chairman, Alan Sudduth
Secretary/Treasurer, Alice Walker
Board Member, Jim Estabrook

PRA Executive Director, Jen Dearman
PRA Attorney, Taylor McNeel
Economic Development Specialist, LaLinda Grace
GCR Inc., Seth Magden
Coldwell Banker, Tim Welford
City of Pascagoula, Zoie Mestayer

PRA Chairman Fox welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meeting held on June 6, 2016, and June 30, 2016, as recommended by Alice Walker, Secretary/Treasurer.

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

All present Board members were in favor.

The next item for consideration was the financial report.

After review, Sudduth moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue a manual check for Anchor Square rent revenue, legal services, PRA website renewal, and Anchor Square deposit refund for Mary Gilly. The motion was seconded by Walker.

All present Board members were in favor.

The next item for consideration was the Anchor Square lease renewal for Casey Martin. After discussion, Walker moved to approve the lease. The motion was seconded by Sudduth.

All present Board Members were in favor.

Tee McCovey joined the meeting at 10:18AM.

The next item for consideration was the Anchor Square 5th Annual Block Party. After discussion, Sudduth moved to approval the expenditures for the entertainment, bounce house, and face painter. The motion was seconded by Estabrook.

All present Board Members were in favor.

A discussion was held in regards to the Commercial Development Incentive Program. No action was required of the Board.

Jackie Grimes joined the meeting at 10:45AM.

A discussion was held in regards to the Housing Assessment Study. No action was required of the Board.

Alan Sudduth left the meeting at 11:48AM.

Tim Welford left the meeting at 11:54AM.

Seth Magden and Tee McCovey left the meeting at 12:00PM.

Estabrook moved to close the meeting to consider going into Executive Session. The motion was seconded by Grimes.

All present Board members were in favor.

Walker moved to go into Executive Session for the location, relocation, or expansion of business or industry. The motion was seconded by Grimes.

All present Board members were in favor.

Walker moved to end Executive Session and return to open session. The motion was seconded by Grimes.

All present Board members were in favor.

There being no further business to come before the Board, Grimes moved to adjourn the meeting. The motion was seconded by Estabrook.

All present Board members were in favor.

The meeting ended at 12:45 PM.



REGULAR MEETING
9:00 AM Thursday, August 11, 2016
JCEDF, 3033 Pascagoula Street, Pascagoula, Mississippi

The Pascagoula Redevelopment Authority met at JCEDF in a regular meeting on Thursday, August 11, 2016, at 9:00 AM. Henry Fox, Chairman, called the meeting to order at 9:00 AM with the following present:

Chairman, Henry Fox
Vice Chairman, Alan Sudduth
Secretary/Treasurer, Alice Walker
Board Member, Jim Estabrook
Board Member, Jackie Grimes

PRA Executive Director, Jen Dearman
PRA Attorney, Taylor McNeel
Economic Development Specialist, LaLinda Grace
JCEDF, Christine Pate
Chevron, Bobby Patton

PRA Chairman Fox welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meeting held on July 14, 2016, as recommended by Alice Walker, Secretary/Treasurer.

After review, Sudduth moved to approve and adopt the minutes as amended. The motion was seconded by Estabrook.

All Board members were in favor.

The next item for consideration was the financial report.

After review, Estabrook moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue a manual check for Anchor Square rent revenue, legal services, legal notice advertisement, professional services, and Anchor Square Block party entertainment, face painting and bounce house. The motion was seconded by Walker.

All Board members were in favor.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Office of the State Treasurer (hereinafter the "OST") and the Pascagoula Redevelopment Authority in Pascagoula, Mississippi (hereinafter the "PRA") for the purpose of establishing the agreed upon conditions under which the OST may disburse funds to the PRA for the "revitalization of Downtown Pascagoula" (the "Project") pursuant to Section 14 of Senate Bill 2924, 2016 Regular Session, Laws of 2016 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of, the Act, which authorizes an amount not to exceed One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000.00), for the Project.

RECITALS

WHEREAS, the Act directs the disbursement of the funds to the Pascagoula Redevelopment Authority; and

WHEREAS, pursuant to the Act, the disbursement of the funds is contingent upon the BP Settlement Funds being deposited to the Budget Contingency Fund, a fund maintained and operated by the OST; and

WHEREAS, the Act authorizes the allocation of the funds in the Budget Contingency Fund in a manner as determined by the OST; and

WHEREAS, the OST requests the PRA maintain on file all documentation related to the receipt, investment and expenditure of the funds provided, and furnish any such documentation to the OST upon request; and

WHEREAS, the PRA agrees to make every effort to expend the funds in accordance with the purpose as outlined in the Act and in accordance with policies and procedures the PRA establishes for this project; and

WHEREAS, the PRA agrees to provide quarterly reports to OST that summarize the expenditure of the funds and the status of the Fund and the balance remaining until such time as the final expenditure of these funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The PRA shall also provide the OST a final report summarizing the expenditures and use of the proceeds upon final expenditure; and

WHEREAS, the OST finds, consistent with the Act, that it is in the OST and PRA's best interest that the funds made available in the Act should be disbursed to the PRA and that the PRA shall directly administer the expenditure of such funds.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE OFFICE OF THE STATE TREASURER AND THE PASCAGOULA REDEVELOPMENT AUTHORITY, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The OST, pursuant to the Act, shall disburse funds from the Budget Contingency Fund upon the written request of the PRA for the purpose of providing funds for "the revitalization of Downtown Pascagoula."

SECTION 3. The PRA agrees to use all funds received from the Budget Contingency Fund **solely** for the purpose set forth in the Act and upon the terms and provisions of this MOU.

SECTION 4. The PRA agrees to maintain on file the documentation in accordance with the recitals of this MOU and to submit such documentation to the OST upon request.

SECTION 5. The PRA agrees to provide the OST quarterly reports summarizing expenditures made on behalf of the Project and the status of the Project until such time as the final expenditure has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The PRA shall also provide the OST with a final report summarizing the expenditures and use of the funds upon final expenditure.

SECTION 6. The PRA agrees to maintain copies of all documentation related to the funds provided from the OST for the Project sufficient to satisfy and confirm, to OST's satisfaction, that such funds have been expended **solely** for the purpose provided in the Act.

SECTION 7. All notices or information pursuant to this MOU shall be provided as follows:

Pascagoula Redevelopment Authority
Ms. Jen Dearman, Executive Director
630 Delmas Avenue
P.O. Drawer 908
Pascagoula, Mississippi 39568-0908
Email: jdearman@cityofpascagoula.com

Office of the State Treasurer
Attention: Michelle Williams, Chief of Staff
PO Box 138
Jackson, Mississippi 39205
Phone: (601) 359-3913
Email: michelle.williams@treasury.ms.gov

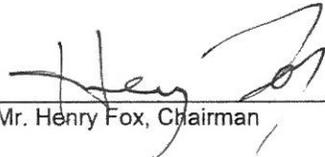
SECTION 8. This MOU shall be effective from and after signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI OFFICE OF THE STATE TREASURER

By: _____ Date: _____
Lynn Fitch, State Treasurer

PASCAGOULA REDEVELOPMENT AUTHORITY

By:  _____ Date: 8/11/14
Mr. Henry Fox, Chairman

The next item for consideration was the Housing Assessment Study. After discussion, Estabrook moved to approve the first amendment to the Pascagoula Housing Assessment Study. The motion was seconded by Estabrook.

All Board members were in favor. The amendment is spread on the minutes as follows:

FIRST AMENDMENT TO
PASCAGOULA HOUSING ASSESSMENT STUDY AGREEMENT

This first amendment to the PASCAGOULA HOUSING ASSESSMENT STUDY AGREEMENT ("Amendment 1") is made and entered into as of August 9, 2016, by and between the Pascagoula Redevelopment Authority, a political subdivision of the City of Pascagoula, with an address of 630 Delmas Ave, Pascagoula, MS 39563, by and through the Pascagoula Redevelopment Authority, (hereinafter "the PRA"), AND GCR, Inc., with an address of 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122, (hereinafter "Contractor")."

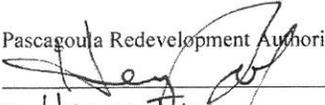
WHEREAS, PRA contracted with Contractor under the Pascagoula Housing Assessment Study Agreement ("Agreement") to provide services regarding an Housing Assessment Study for the PRA ("Project"), and

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as to amend the Agreement as follows:

1. In the Letter Agreement, effective June 1, 2016, the phrase "no later than August 31st, 2016" is hereby changed to "no later than September 30th, 2016".

Except as set forth in this Amendment 1, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment 1 and the Agreement or any earlier amendment, the terms of this Amendment 1 will prevail.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of the Company and Contractor have executed this Agreement on the dates indicated below.

Pascagoula Redevelopment Authority	GCR Inc.
	_____
By: <u>Henry Fox</u>	By: _____
Title: <u>Chairman</u>	Title: _____
Date: <u>8.11.16</u>	Date: _____

Michael Fondren joined the meeting at 10:10AM.

Sudduth moved to close the meeting to consider going into Executive Session. The motion was seconded by Estabrook.

All Board members were in favor.

Sudduth moved to go into Executive Session for the location, relocation, or expansion of business or industry. The motion was seconded by Walker.

All Board members were in favor.

Michael Fondren left the meeting at 10:20AM.

Kenneth Jones joined the meeting at 10:20AM.

Kenneth Jones left the meeting at 12:25PM.

Estabrook moved to end Executive Session and return to open session. The motion was seconded by Sudduth.

All Board members were in favor.

There being no further business to come before the Board, Walker moved to adjourn the meeting. The motion was seconded by Estabrook.

All Board members were in favor.

The meeting ended at 1:10 PM.



REGULAR MEETING
10:00 AM Friday, September 2, 2016
JCEDF, 3033 Pascagoula Street, Pascagoula, Mississippi

The Pascagoula Redevelopment Authority met at JCEDF in a regular meeting on Friday, September 2, 2016, at 10:00 AM. Henry Fox, Chairman, called the meeting to order at 10:08 AM with the following present:

Chairman, Henry Fox
Vice Chairman, Alan Sudduth
Secretary/Treasurer, Alice Walker
Board Member, Jim Estabrook
Board Member, Jackie Grimes

PRA Executive Director, Jen Dearman
PRA Attorney, Taylor McNeel
Economic Development Specialist, LaLinda Grace
Carlene Alfonso, Alfonso Realty
Kenneth Jones, Alfonso Realty
Michael Fondren

PRA Chairman Fox welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meeting held on August 11, 2016, as recommended by Alice Walker, Secretary/Treasurer.

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

All Board members were in favor.

A discussion was held in regards to the Riverfront Development.

No action was required of the Board.

Michael Fondren left the meeting at 10:24AM.

Carlene Alfonso and Kenneth Jones left the meeting at 11:45AM.

The next item for consideration was the Anchor Square entertainment request for Zonta. After discussion, Estabrook moved to approve the request to provide entertainment at Anchor Square during Zonta not to exceed \$400.00. The motion was seconded by Sudduth.

All Board Members were in favor.

A discussion was held in regards to the Commercial Development Incentive(CDI). After discussion, Estabrook moved to approve the Commercial Development Incentive and Commercial Development Incentive Sample Agreement as amended. The motion was seconded by Sudduth.

All Board members were in favor. The CDI and CDI Sample Agreement are spread as follows:

COMMERCIAL
DEVELOPMENT
INCENTIVE

Information
Packet
2016

Program administered by:



Commercial Development Incentive

The Commercial Development Incentive (CDI) was established to encourage commercial in-fill and redevelopment projects in downtown Pascagoula to battle blighted, vacant, and underutilized properties. The Pascagoula Redevelopment Authority (PRA) is administering the CDI.

Applicant and Project Eligibility

- Projects must be located within downtown Pascagoula. A map of downtown Pascagoula is included as Exhibit A. PRA staff will be able to help you make this determination.
- Applicants must own the property in question.
- Total project costs must exceed \$100,000. Soft costs may contribute to the total project costs.
- Projects must be for a commercial purpose. While projects may include a residential component, they shall not be solely residential in nature.
- Projects can include the remodeling of an existing structure or construction of a new building.

Expense Eligibility

Eligible expenses include costs related to the construction of a new building or interior or exterior improvements in appearance or functionality of an existing building. Furniture, Fixtures, and Equipment (FFE), general maintenance (including efforts to address code violations), or other work not already covered are ineligible. FFE should be interpreted as items that will not remain in the building when transferred to a new owner.

Project Time Frame

Typically, projects must be completed within an 18-month implementation period or other as defined in the grant agreement. Costs incurred outside of the time period established in the grant agreement will not be considered for reimbursement. The PRA will consider each application on its merits to properly define the timeline.

Grant Amount and Release of Funds

The CDI is structured to provide the PRA with complete discretion for approval of each application up to one-fourth (1/4) of the project costs. The specific grant amount will be determined through negotiations between the PRA and developer.

The CDI is a reimbursement grant. The frequency of disbursement will be outlined in the grant agreement and dependent on the specifics of the project and available funding. The grant amount may be paid in periodic increments until the total amount is reimbursed to the developer or it may be paid in one lump sum after the project's completion. Project costs must be documented with invoices, photos, and like documentation. No funds will be disbursed until proper documentation is received and accepted. A small portion (10%) will be withheld until the final report is submitted.

Application Process

The CDI application is enclosed as Exhibit B. Applications will be received and evaluated on an ongoing basis. Applications must be received prior to the beginning of construction or renovation. Typically, applications will be reviewed and approved or denied within two months of submission. PRA will evaluate projects based on a variety of criteria including investment, community need for the development, and aesthetics including landscaping. PRA will give priority to projects that are in close proximity to other developments and projects that are located along the Pascagoula River.

After notice of award, the PRA will negotiate the terms and grant amount with the applicant. A grant agreement outlining the specifics of the project and the obligations of each party will be developed and executed. The grant agreement will specify all terms including, but not limited to, the type of project, the grant amount, method of release of funds, project timeline with milestones, reversionary clause(s), transferability, and close out procedures.

Reporting

Grantees will be required to submit semi-annual reports on project status and next steps. The Semi-Annual Progress Report is enclosed as Exhibit C. A final report will be required with the last reimbursement request. The last reimbursement will not be processed until the final report is submitted and approved.

Exhibit A: Downtown Pascagoula Map

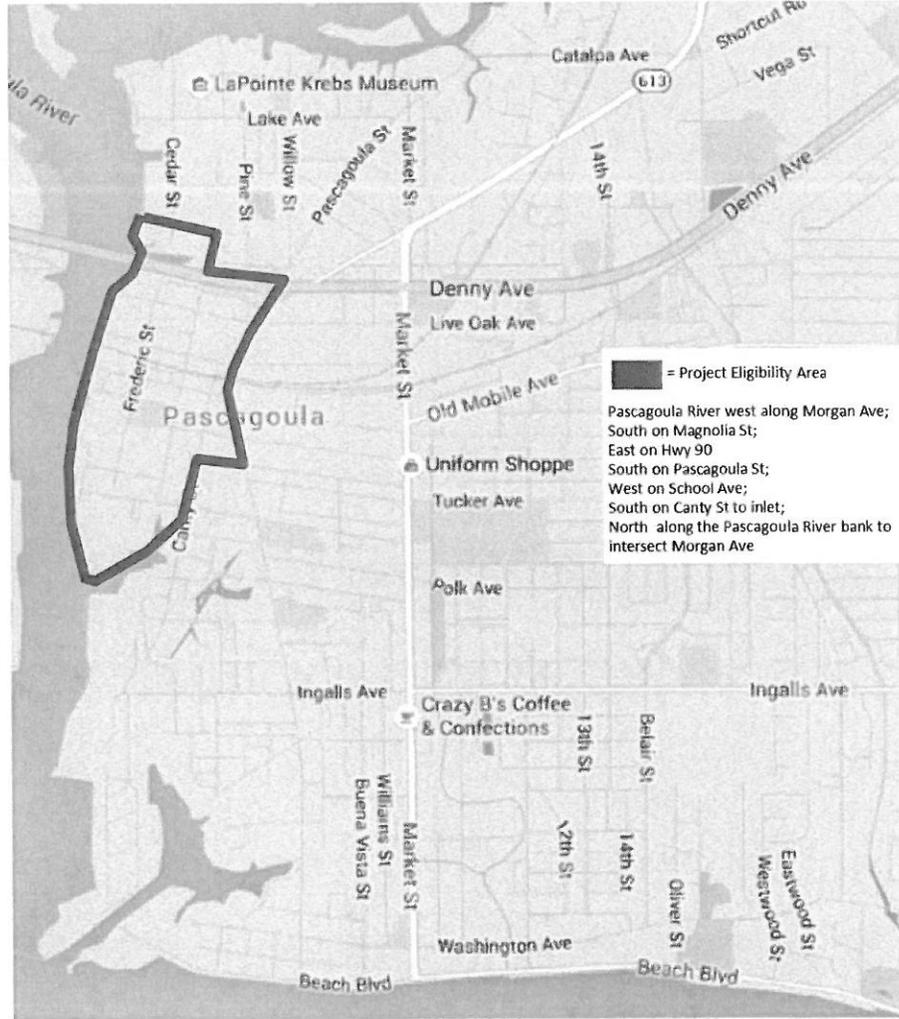


Exhibit B: CDI Application



COMMERCIAL DEVELOPMENT INCENTIVE
APPLICATION

Name of Applicant: _____

Applicant's Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____ Type of project? Renovation New Construction

Project Name: _____

Project Address: _____

Project Financial Guarantors: _____

Is it in downtown Pascagoula? YES NO Are you the property owner? YES NO

Project Start Date: _____ End Date: _____

Proposed Business Name and Type: _____

Total Project Costs: \$ _____ How long has the building/site been vacant? _____

Existing Property Value: \$ _____ Projected Property Value: \$ _____

Number of jobs created during, Construction: _____ Operations: _____

Average salary of operations jobs created: \$ _____ Do the jobs include benefits? YES NO

Requested Grant Amount: _____ Preferred Frequency of Reimbursements: _____

Describe your project: _____

Detailed description of the proposed use of the grant funds. If renovation, how will this grant enhance your existing building or business? If new construction, how will this grant and ultimate new building benefit the community?

Provide background information about the applicant and guarantors, including business experience, the corporate structure, and all other relevant information this organization may need to consider while reviewing the application.

Three business credit references. These are to be business professionals (not from relatives).

	1	2	3
Name:			
Company:			
Address:			
Phone:			
Email:			

Is any applicant, guarantor, or other person involved with the project currently engaged in any civil or criminal proceeding? YES NO

Has any individual involved with the project ever been charged or convicted of any felony or is currently under indictment? YES NO

**If yes, please attach detailed information.*

With the application, please submit the following materials:

- Current photos of the site and, if applicable, interior and exterior of building
- Business Plan
- Financial statements or tax returns for the past three (3) years for the principal owners
- Five (5) year cash flow pro forma
- Copy of all information submitted to financial institution for project financing
- All other information needed to fully explain the project including, as applicable:
 - Professional renderings of proposed improvements
 - Architectural plans including square footage, dimensions, and measurements
 - Sign plans
 - Awning design
 - Historical significant designation

By signing below, I hereby confirm that the information provided is true to the best of my knowledge. Furthermore, I understand that this grant will be approved or denied, or the grant term or amounts reduced at the sole discretion of the Pascagoula Redevelopment Authority (PRA). The applicant expressly consents to the PRA's investigation of its credit in connection with this application. The applicant acknowledges that it has reviewed the CDI information packet and agrees to comply with those policies.

Signature of Applicant: _____ Date: _____



**COMMERCIAL DEVELOPMENT INCENTIVE
AGREEMENT**

This Commercial Development Incentive Program Agreement ("Agreement") is made by and between the Pascagoula Redevelopment Authority ("PRA"), and _____ ("Developer"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Developer is engaged in the business of _____ and plans to add _____ (\$ _____) of Real Property improvements; and

WHEREAS, the Developer agrees to occupy at least _____ gross square feet of _____ space for the term of this Agreement; and

WHEREAS, the developer has advised the PRA that a contributing factor that would induce the Developer to (i.e. relocate and expand) its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the PRA to provide a commercial development incentive grant to the Developer; and

WHEREAS, the Board finds that the occupancy of at least _____ gross square feet of _____ space within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the PRA has adopted programs for promoting and fostering commercial development; and

WHEREAS, the PRA is authorized by the urban renewal statutes in Section 43-35-1 et seq to provide commercial development incentive grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the PRA has determined that making a commercial development incentive grant to the Developer in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and its citizens and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Developer” shall mean _____.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Developer’s operations in the City. An economic downturn shall not constitute an Event of Force Majeure.

“Real Property” or “Property” shall mean an _____ (insert size and location) _____.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until _____ (~18 mo from effective date) _____, unless sooner terminated as provided herein.

Article III Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.1 below, the Developer agrees to perform the following:

- (a) On or before _____, occupy at least _____ gross square feet of _____ space on the Real Property throughout the term of the Agreement; and
- (b) *(Insert any additional Developer obligations)*
- (c) Use reasonable efforts to utilize local businesses for needs it has through project competition including, but not limited to, hotel room nights and catering needs, and will include data on such local expenditures in the Semi-Annual Progress Report.

Article IV Commercial Development Incentive Grant

4.1 **Grant.** The PRA agrees to provide the Developer a cash grant, on a reimbursement basis, of up to _____ (\$_____) as long as Developer meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in Section 4.2 below.

the required number of _____ pursuant to this Agreement.

(b) If the Developer defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.2, the full amount of the entire grant paid shall be refunded by Developer to the PRA subject to the 30-day cure period provided under Section 5.1(b) of the Agreement. PRA may use any efforts to collect such sums owed and Developer agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by PRA. This obligation shall survive termination of this Agreement.

Article V Termination

5.1 **Events of Termination.** This Agreement terminates upon any one or more of the following:

(a) By expiration of the term and where no defaults have occurred; or

(b) If a party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided. Any default under this provision and right to recover any claims, refunds, damages and/or expenses shall survive the termination of the Agreement.

The Executive Director is authorized on behalf of the PRA to send notice of default and to terminate this Agreement for any default that is not cured.

5.2 **Effect of Termination/Survival of Obligations.** The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.1 Developer shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Developer shall retain such records, and any supporting documentation for the greater of:

(a) Three (3) years from the end of the Agreement period; or

(b) The period required by other applicable laws and regulations.

6.2 Developer gives PRA, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and Real Property belonging to or in use by Developer pertaining to the Commercial Development

Incentive Program Grant (the "Records") upon receipt of ten (10) business days written notice from the PRA. The PRA's access to Developer's books and records will be limited to information needed to verify that Developer is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by PRA. The Developer shall not be required to disclose to the PRA any information that by law the Developer is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the PRA reserves the right to require Developer to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Developer. The rights to access the Records shall terminate three (3) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized PRA representatives shall give the PRA the right to suspend or terminate this Agreement as provided for in Section 5.1 above, or any portion thereof, for reason of default. All Records shall be retained by Developer for a period of three (3) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquiries and open record requests are completed. Developer agrees to maintain the Records in an accessible location.

Article VII Assignment

This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Developer may assign this Agreement without obtaining the PRA's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Developer as long as the Developer gives sixty (60) days prior written notice to the PRA and the assignee executes an agreement with the PRA to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) in the preceding paragraph, the Developer must obtain the prior approval of the PRA through its Executive Director, which will not be unreasonably withheld or delayed, and the assignee must agree to be bound to all the terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and after the assignment.

Any assignment agreement must be furnished in a form acceptable to the PRA and be provided at least thirty (30) days prior to the effective assignment date. PRA agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the PRA.

Article VIII Miscellaneous

8.1 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

82 **Notice of Bankruptcy.** In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the PRA within three (3) business days of such event.

83 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

84 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the PRA:
Pascagoula Redevelopment Authority
Attention: Executive Director
630 Delmas Avenue
Pascagoula, MS 39567

If intended for the Developer:

85 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

86 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.

87 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

88 **Severability.** In the event any 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 affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

89 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

This Agreement shall be effective upon the last date on which all parties have executed this Agreement.

Grantor:
Pascagoula Redevelopment Authority

Grantee:

Signature: _____

Name: _____

Title: Chairman

EXHIBIT A



**COMMERCIAL DEVELOPMENT INCENTIVE
REQUEST FOR REIMBURSEMENT**

Applicant Name: _____

Property Address: _____

Date of Request: _____

Total Cost of Development: _____

Amount Requested for Reimbursement: _____

Are all invoices and other forms of documentation included with this form? Yes No

Attach full documentation supporting this request including, but not limited to, invoices, cancelled checks, and before and current photos of development.

Description	Invoice #	Cancelled Check #	Cost	Amount Requested to be Reimbursed
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
TOTAL				

By submitting this request, I affirm that the facts set forth in it are true and complete.

Printed Applicant Name Signature Date

Please return the completed application to:

Mailing Address:
Pascagoula Redevelopment Authority
Attn: Executive Director
P.O. Drawer 908
Pascagoula, MS 39568

Physical Address and Email:
PRA Executive Director
630 Delmas Ave.
Pascagoula, MS 39567
idearman@cityofpascagoula.com

EXHIBIT B



COMMERCIAL DEVELOPMENT INCENTIVE
SEMI-ANNUAL PROGRESS REPORT

Date of Report: _____ Total Cost of Development: \$ _____
Applicant Name: _____
Property Address: _____
Mailing Address: _____
Phone Number: _____ Email: _____
Amount Expended to Date: \$ _____ Total Local Spending to Date: \$ _____
Examples of Local Spending: _____

ATTACH BEFORE AND CURRENT PHOTOS OF DEVELOPMENT.

Describe the work to date: _____

Describe the next steps in project and future plans (selling, renting, function, etc.):

For Final Report

Pre-Project Property Value: \$ _____ Post-Project Property Value: \$ _____
Pre-Annual Ad Valorem Taxes: \$ _____ Post-Annual Ad Valorem Taxes: \$ _____
Pre-Annual Sales Taxes: \$ _____ Post-Annual Sales Taxes: \$ _____
Jobs Created During Project: _____ During Operation: _____
Average Salary of Employees: Construction: \$ _____ Operation: \$ _____
Total private investment: \$ _____ (please attach itemized list)

By submitting this request, I affirm the facts set forth in it are true and complete.

Printed Applicant Name Signature Date

Please return the completed application to: Pascagoula Redevelopment Authority, Executive Director,
P.O. Box 908 or 630 Delmas Ave, Pascagoula, MS 39568, idearman@cityofpascagoula.com

A Resolution of the Pascagoula Redevelopment Authority (PRA), approving the terms and conditions of a Commercial Development Incentive Program Agreement by and between _____, and the PRA; authorizing its execution by the Chairman or his authorized designee; and providing an effective date.

WHEREAS, the PRA has been presented a proposed Commercial Development Incentive Program Agreement by and between _____ and the PRA, a substantial copy of which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter called Agreement); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the PRA is of the opinion that the terms and conditions thereof should be approved, and that the Chairman or his authorized designee shall be authorized to execute it on behalf of the PRA.

NOW THEREFORE, BE IT RESOLVED BY THE PASCAGOULA REDEVELOPMENT AUTHORITY, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the PRA and found to be acceptable and in the best interests of the City of Pascagoula and its citizens, are hereby in all things approved.

Section II. The Chairman or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the PRA, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the ____ day of _____, 201__.

_____, CHAIRMAN _____

A discussion was held in regards to the Housing Assessment Study.
No action was required of the Board.

There being no further business to come before the Board, Walker moved to adjourn the meeting. The motion was seconded by Estabrook.
All Board members were in favor.
The meeting ended at 1:10 PM.



REGULAR MEETING

9:00 AM Friday, September 8, 2016

Jackson County Port Authority, 3033 Pascagoula Street, Pascagoula, Mississippi

The Pascagoula Redevelopment Authority met at the Jackson County Port Authority in a regular meeting on Thursday, September 8, 2016, at 9:00 AM. Henry Fox, Chairman, called the meeting to order at 9:07 AM with the following present:

Chairman, Henry Fox
Vice Chairman, Alan Sudduth
Board Member, Jackie Grimes

PRA Executive Director, Jen Dearman
Economic Development Specialist, LaLinda Grace
Chevron Refinery, Bobby Patton
Strunk Enterprises, Shannon Strunk

Jim Estabrook and Alice Walker were absent.

PRA Chairman Fox welcomed everyone to the meeting.

The first item for consideration was the financial report.

After review, Sudduth moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue a manual check for legal services, professional services, printing costs, and Anchor Square Block deposit refunds. The motion was seconded by Grimes.

All present Board members were in favor.

A discussion was held in regards to the PRA Annual Report to Council.

No action was required of the Board.

The next item for consideration was the recent graduates of Anchor Square. After discussion, Sudduth moved to approve the purchase of plaques for Susie's Boutique, Maternal Instinct Boutique, and C. Blue Photography. The motion was seconded by Grimes.

All present Board members were in favor.

A discussion was held in regards to the Riverfront Development.
No action was required of the Board.

A discussion was held in regards to the Housing Assessment Study.
No action was required of the Board.

A discussion was held in regards to legal services.
No action was required of the Board.

There being no further business to come before the Board, Sudduth moved to recess the meeting. The motion was seconded by Grimes.
All present Board members were in favor.
The meeting ended at 10:05 AM.



AGENDA ITEM REQUEST FORM

Meeting Date: 10-4-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: LaLinda Grace

Phone: 228-938-2352

Agenda Topic: Pascagoula Mayor's Youth Council Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes of PMYC 8-8-2016 and 9-12-2016 meetings.

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



General Meeting Minutes
Conference Room
Jackson County Chamber of Commerce
Monday | August 8, 2016 | 4:00 PM

Members Present: Will Baumhauer, Hunter Blades, Elizabeth Burrow, Jameson Cook, Caroline Ko, Mitchell Latady, Morgan Madison, Lorelei Mitchell, Landan Northrop, Jay Patel, Meha Patel, Caydn Perez, Annie Perkins, Olivia Randle, Abby Raworth, Brett Ryan, Samantha Scarce, Madison Scott, Morgan Seal, Audrey Sykes, and Gracie Usher

Members Absent: Seine Decoteau, Alondra Reyes, and Breanna Smith

Ex Officio: LaLinda Grace, Economic Development Specialist

- A. Council Mayor Caydn called the meeting to order at 4:00PM, welcomed everyone, and led the Pledge of Allegiance.
- B. The next item for discussion was announcements and kudos.
 - Elizabeth Burrow placed in the top 10 at the state level for Distinguished Young Women.
 - Gracie Usher's birthday is on August 9.
- C. The Council heard from City of Pascagoula Mayor Jim Blevins. Mayor Blevins took questions from the youth council involving Pascagoula's economic future, local issues, and the daily life of a mayor.
- D. The next item for discussion was the council meeting assignments. Gracie and Hunter updated the youth council on the topics discussed at the August 2nd council meeting such as the 2% tax on prepared foods and the Market Street redesign options. Elizabeth, Morgan M., Alondra, and Will signed up to attend the August 16th meeting.
- E. The next item for consideration was the PMYC t-shirts. After discussion, Will made a motion to go with Comfort Colors granite pocket t-shirts with the full color PMYC logo on the front pocket and back. The motion was seconded by Caroline. All present members were in favor.
- F. The next item for discussion was Committee updates. Each Committee Chair provided an update as follows:
 - Leadership: Mayor Blevins' presentation to the youth council was a success. The committee is working to find other speakers for future meetings.
 - Social: There will be an Ice Cream Social at the Pascagoula Country Club on Thursday, August 11th. Various Mayor's Youth Councils from across the Gulf Coast have been

invited including Moss Point and Ocean Springs. During the social, we plan to connect with other youth council members to share ideas.

- Communication: Nothing to report at this time.
- Volunteer: PMYC will serve and host activities at the Hope House on Tuesday, August 16th. We plan to make volunteering at the Hope House more interactive and a monthly activity for PMYC members. Also, we are holding a drive for items to be donated to the animal shelter.
- Fundraising: All sponsorships need to be submitted by August 22nd.

G. The next meeting will be on Monday, August 22, 2016, where PMYC members will take a city tour of Pascagoula facilities.

There being no further business, Will made a motion to adjourn the meeting at 5:20 PM. The motion was seconded by Meha. All present members were in favor.



General Meeting Minutes
Conference Room
Jackson County Chamber of Commerce
Monday | September 12, 2016 | 4:00 PM

Members Present: Will Baumhauer, Hunter Blades, Jameson Cook, Mitchell Latady, Lorelei Mitchell, Jay Patel, Annie Perkins, Olivia Randle, and Abby Raworth

Members Absent: Elizabeth Burrow, Seine Decoteau, Caroline Ko, Morgan Madison, Landan Northrop, meha Patel, Caydn Perez, Alondra Reyes, Brett Ryan, Samantha Scarce, Madison Scott, Morgan Seal, Breanna Smith, Audrey Sykes, and Gracie Usher

Ex Officio: LaLinda Grace, Economic Development Specialist

- A. Council Vice Mayor Abby called the meeting to order at 4:12PM, welcomed everyone, and led the Pledge of Allegiance.
- B. The next item for discussion was announcements and kudos.
 - Caroline was inducted in the PHS 30+ ACT Club.
 - Annie celebrated her birthday on August 9.
- C. The next item for discussion was the council meeting assignments. Caydn attended the September 6th Council meeting. Abby, Lorelei and Will signed up to attend the September 20th meeting.
- D. The next item for discussion was Committee updates. Each Committee Chair provided an update as follows:
 - Leadership: The Committee is working to find other speakers for future meetings.
 - Social: Nothing to report at this time.
 - Communication: Nothing to report at this time.
 - Volunteer: PMYC will serve and host activities at the Hope House on Tuesday, September 20th. We are holding a drive for books to be donated to the Little Free Libraries.
 - Fundraising: All sponsorships have been turned in. A special thanks to Chevron Products Co., Ingalls Shipbuilding, Studio of Dance and Gymnastics, Northrop Electric Inc., Maritime Defense Strategy LLC, and BPO Elks.
- E. The next meeting will be on Monday, September 26, 2016.

There being no further business, the meeting ended at 4:45PM.



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 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 August 3, 2016 approved by the Pascagoula Recreation Commission on September 7, 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*

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PASCAGOULA RECREATION COMMISSION
MEETING AUGUST 3, 2016

Mike McElhaney opened the meeting at 6:00 pm.

Paul Hembree made the motion to approve the July 6, 2016 minutes as presented. David Blackledge seconded the motion. The motion passed unanimously.

Changes to Rec. Commission Ordinance: Darcie gave the Commissioner's a change, approved by City Council on August 2, 2016 to the Rec. Commission Ordinance that increases the number of members from 11 to 13. The change will affect the Commission by-laws and Darcie will send them out via email for review by the Commission at the September 2016 meeting.

Welcome New Members: Mike McElhaney welcomed Jimmy Colmer to the meeting, who was appointed at the August 2, 2016 City Council Meeting. Joe Davis was also appointed at the same meeting but could not be in attendance. The Commission introduced themselves and commented that it was nice to have Jimmy at the meeting and welcomed his input.

Old Business:

Hotel Tax: The hotel tax information was presented. \$1,419,793.31 has been collected since collections started in 2005. The total amount remaining after projects have been completed is \$598,725.58. The receipts collected in July 2016 were \$11,871.24.

Prepared Food Tax Update: Al Brimm reported that the committee has been meeting. He also reported that the Commission has been asking City Council to fund improvements for recreation for many years and feels that this is a step in the right direction. Al Brimm and Jay Spradlin gave the City Council an update on the progress made with the promotional materials and Al reported that they received the presentation well. The plan is to present to Kiwanis, Rotary, the Senior Center

Fellowship Lunch crowd and many others. Al said it is imperative that the group emphasizes that every penny will go toward recreation only. Al also reported that they have a proposal from Stan Flint to assist with the campaign in the amount of \$10,000. Efforts are being made to raise the funding privately. Al also reported that Jay is contacting restaurants to keep them informed and working with our local television station (WGUD) to get information out to the citizens.

Project Update:

Darcie gave the Commission an update on the many projects.

The Beach Promenade construction has started and will be under construction for approximately 18 months.

ADA restroom and access renovations at MCC Park are underway.

ADA Parking and Sidewalk improvements at IG Levy Park are complete.

BB Jennings Boardwalk project advertisement was approved by City Council.

Bids will be accepted on August 9th.

Pascagoula Rec. Center roof bids will be received for this on August 9th as well.

River Park Kayak Launch project will be out to bid soon as all environmental permits have been received.

USA Head's Up Football: This item was tabled because Lewis Sims could not be in attendance tonight due to football practice.

Parks Reports Due: Darcie reminded everyone that the parks reports are due. She needs all of the information so she can compile them for the Commission to set priorities. She handed out the list of Commissioners and what parks they chose in January.

New Business:

Program Information: Darcie shared the 2016-2017 Program Guide and Calendar with the Commission. She also shared information about upcoming events and programs.

1. Movie Night Under the Stars – August 12, 8:15pm, Beach Park
2. 2nd Saturday Bike Ride, August 13, 8am, Beach Park
3. Football and Cheerleading Registration, through August 12th.
4. Do Better Divas, Wellness & Fitness Classes, Tu-Th, 6pm
5. Karate, Mondays and Thursdays, 6 & 7pm
6. Swing Dance, Thursdays, 7pm
7. Aerobics, Mondays, Wednesdays and Fridays, 8am

She also shared information regarding a new event this year called Battle on Buffett Beach which is a sand obstacle race on Dec. 3rd. Excitement about the event is increasing and registration opens on September 1st.

The Commission commended David Blackledge on completing the Missouri 340 kayak race. It is a 340 mile kayak race that participants must complete in 88 hours. The completion of this race is quite an accomplishment. David thanked everyone and admitted it was a tough race.

Jay Spradlin requested that drainage improvements be made at the Pascagoula Soccer Complex where the fields meet the parking areas. Water is ponding in this area when it rains. He would also like to see the wooded area be cut back as the limbs are low and growing toward the playing area.

There being no other business, Paul Hembree made a motion to adjourn the meeting at 6:53 pm. Al Brimm seconded the motion. The motion passed unanimously.

The next meeting will be held at 6:00 pm on September 7, 2016 at the Pascagoula Recreation Center.

/s/s Darcie S. Crew

Darcie S. Crew, Secretary

Members present:

Mike McElhaney, Chairman
Paul Hembree, Vice Chairman
Mike Tillman
David Blackledge
Al Brimm
Jay Spradlin
Becky Fulton
Jimmy Colmer

Members absent:

Johnny Olsen – RCS Baseball commitment
Lee Tingle – RCS Baseball commitment
Lewis Sims – PHS Football practice
Joe Davis – PHS Football practice

**ORDINANCE NO. _____ - 2016
CITY OF PASCAGOULA, MISSISSIPPI**

AN ORDINANCE TO AMEND SECTION 58-31 OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA TO INCREASE THE NUMBER OF COMMISSIONERS SERVING ON THE RECREATION COMMISSION; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA THAT SECTION 58-31 OF THE CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: There is hereby created a Recreation Commission in and for the City which shall consist of 13 members who are to be appointed by the City Council. Each member shall be a qualified elector of the City and shall not hold any other municipal office.

SECTION 2: In order that vacancies on the Recreation Commission may be filled as expeditiously as possible, this ordinance shall become effective upon passage.

Section from January minutes distributed at the meeting. Italicized text indicates that reports have been received.

Park Listing: Darcie provided a list of the parks and recreational facilities to the Commission. The Commission will make efforts to visit the parks in the next month as stated below and provide feedback for minor and major improvements to the group.

Al Brimm: Soccer Complex, Spanish Fort Boat Launch, Point Park, Beach Park, Inner Harbor, and IG Levy Park

Becky Fulton: 12th St., Colmer Soccer Fields, Magnolia Birding Pier, River Park, Pine St. Park, Pat Wilson Park

Terri Scott: IG Levy Park, Ladner Rd. Boat Launch

Lee Tingle: MCC Park, IG Levy Park, Pine St. Park, River Park, Chateau Lake, Lighthouse Park

Lewis Sims: 11th St. Mini Park, Andrew Johnson Rec. Center, Lighthouse Park, Delmas Park, Youth Baseball

Paul Hembree: Louise St. Ballfields, Pat Wilson Park

Mike McElhaney: IG Levy Tennis, Anola Club

Jay Spradlin: Pasc. Rec. Center, Pasc. Sr. Center and BB Jennings Park



2016 - 2017

Program Guide and Calendar



ds photography



City Hall

603 Watts Avenue
Pascagoula, MS 39567
PH: 228-762-1020
Office Hours: Monday - Friday 8am - 5pm.

Engineering

4015 14th Street
Pascagoula, Mississippi 39567
PH: 228-372-6835
Office Hours: Monday - Friday 8am-5pm.

Pascagoula Utilities

622 Delmas Avenue
Pascagoula, Mississippi 39567
PH: 228-938-6633
Office Hours: Monday - Friday 8am - 5pm.

Planning & Building

4015 14th Street
Pascagoula, Mississippi 39567
PH: 228-938-6620
Office Hours: Monday - Friday 8am - 5pm.

Police Department

611 Live Oak Avenue
Pascagoula, Mississippi 39567
PH: 228-762-2211
Open 24 hours a day, 7 days a week.

Fire Department

Open 24 hours a day, 7 days a week.

Central Fire Station

1707 Jackson Avenue
Pascagoula, Ms. 39567
(228) 762-3066

Lake Ave. Fire Station

1411 Lake Avenue

Bayou Casotte Fire Station

3608 Scovel Avenue

Community and Economic Development

630 Delmas Avenue
Pascagoula, Mississippi 39567
PH: 228-938-6639
Office Hours: Monday - Friday 8am - 5pm

Parks and Recreation

2935 Pascagoula Street
Pascagoula, Mississippi 39567
PH: 228-938-2356
Online Registration: www.cityofpascagoula.com
Office Hours: Monday - Friday 8am - 5pm

Senior Center

1912 Live Oak Avenue
Pascagoula, Mississippi 39567
PH: 228-769-8329
Office Hours: Monday - Friday 8am - 5pm

Scranton Nature Center

3928 Nathan Hale Avenue
Pascagoula, Mississippi 39581
PH: 228-938-6612
Office Hours: Tuesday - Saturday 10am-5pm

Public Works

4011 14th Street
Pascagoula, Mississippi 39567
PH: 228-938-6623
Office Hours: Monday - Friday 7am - 3:30pm.

For more information, call 228-938-2356
Visit www.cityofpascagoula.com or find us on Facebook, Instagram and Twitter.



August 2016

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
		City Council Meeting	Pascagoula Rec. Commission Meeting	PGSD First Day of School After School Care begins		
7	8	9	10	11	12	13
					Blues by the Beach Movie Night Teen Paddle Night Football-Cheer Registration Closed	Second Saturday Bike Ride Pascagoula Police Department River Run Back to School Overnight Waterpark Trip
14	15	16	17	18	19	20
	City Council Meeting				Third Fridays	Pascagoula Men's Club Fishing Rodeo
21	22	23	24	25	26	27
						Anchor Square Block Party
28	29	30	31			



CITY OF PASCAGOULA 2016 EVENTS

Movie Night Under the Stars

This is a free community event 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.

Anchor Square Block Party

The Pascagoula Redevelopment Authority, in partnership with the City of Pascagoula, will host the 5th Annual Anchor Square Block Party on August 27th from 10:00am - 4:00pm. Attendees will enjoy children's activities, face painting, prizes, food vendors, great shopping and live music.

Festival Hispano de Pascagoula

Connecting communities and culture, through music, food, dance, tamale contest, children's activities and arts. Featuring music, food and cultures in celebration of the local Hispanic influence. Join us September 17th at River Park from 11:00am - 4:00pm.

Goula Cruise Street Festival

The city hosts the *'Goula Cruise Street Festival* on the 1st Sunday in October. This event has something the entire family can enjoy on a beautiful Sunday in October. Enjoy Pascagoula's Beach Park while listening to live music, enjoying local food and beverages, watching the kids in the kiddie cruiser's fun center, and stroll by hundreds of classic cars.

Coastal 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. October 15th from 8:00am - 11:00am.

The Great Halloween Bicycle Tour

Enjoy a family friendly bike ride through some of Pascagoula's most decorated neighborhoods. Bike lights required, helmets strongly recommended. Prizes for best costumes and decorated bikes. October 21 at 6:00pm. Meet at Krebs Parking lot.

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. October 28, 29, 31 from 8:00pm -12:00am \$5 admission at Pascagoula Recreation Center

Christmas in the Park

On December 1, from 5:30pm - 8:30pm. 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, and Church on the Rock will provide games.

Battle on Buffett Beach

The event will be held on December 3rd on Buffett Beach in Pascagoula, MS. Participants will run the beach, lined with a mix of obstacles such as log hurdles, culvert crawls, sand hills, rope climbs, and water pits. \$40 includes all the challenge of a first class event plus a t-shirt and a participation medallion for all racers. There will be competitions for all ages. Registration opens September 1, 2016 so don't miss out on this MS Gulf Coast first.

Santa's Calling

Santa Claus visits the Pascagoula Recreation Center to make calls to local children on December 8th. Be sure to add your names to the nice list by registering your child for a call by December 7th.

Tour of Lights

Enjoy a family friendly bike ride through some of Pascagoula's most decorated neighborhoods. Bike lights required, helmets strongly recommended. Prizes for tackiest sweater contest and best decorated bike. Spread some holiday cheer, bring your favorite holiday treat to share. December 16th at 6:00pm at Pascagoula Recreation Center.

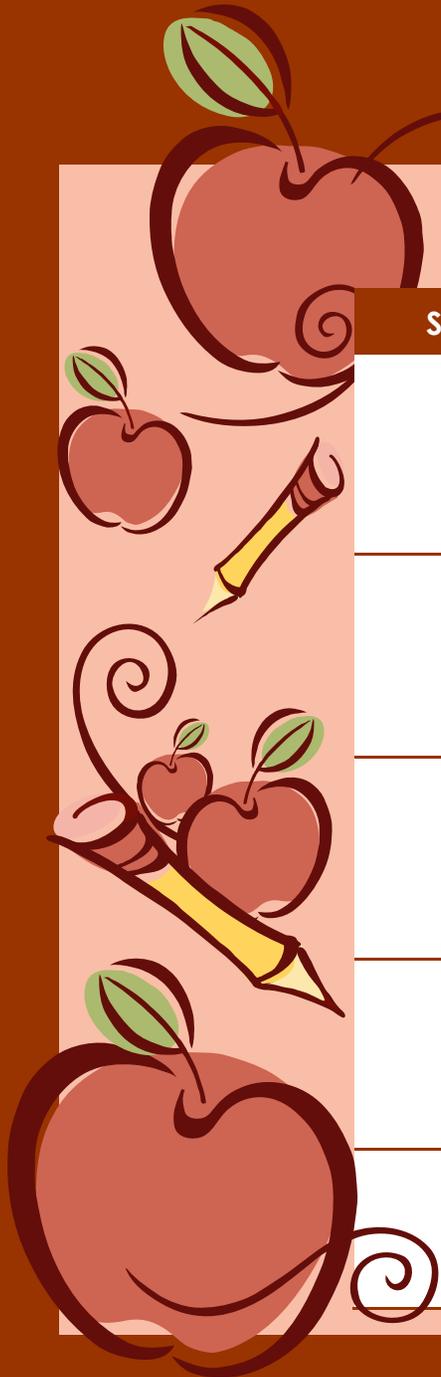
Third Fridays

Third Fridays is a free monthly themed event in Downtown Pascagoula, held on the 3rd Friday of every month, from 5pm – 8pm August-October in 2016 and April-October in 2017. It features live music, local artists, activities, and community partner booths. Downtown stores and restaurants are open with sales and specials.



September 2016

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5 Labor Day City offices closed	6 City Council Mtg.	7 Pascagoula Rec. Commission Mtg.	8	9 Movie Night Teen Paddle Night	10 PGSD Super Saturday Second Saturday Bike Ride
11	12 Fall Break Mini Camp Registration opens	13	14	15	16 Third Fridays	17 Festival Hispano de Pascagoula Memorial Bike Ride
18	19	20 City Council Mtg.	21	22	23	24
25	26	27	28	29	30	



YOUTH CAMPS IN YOUR COMMUNITY

Please visit www.cityofpascagoula.com to register for any of our youth camp programs. You are also welcome to call the Parks and Recreation Department with any questions you may have regarding our camp programs. Camp registration is \$2.00. Our phone number is 228-938-2356 and our physical address is 2935 Pascagoula Street, Pascagoula, Mississippi 39567.

Fall Mini Break Camp

October 10 & 11, 2016

\$40 Resident \$50 Nonresident

Camp Location: Pascagoula Recreation Center

Thanksgiving Camp

November 21 & 22, 2016

\$40 Resident \$50 Nonresident

Camp Location: Pascagoula Recreation Center

Christmas Camp

December 27 - 30, 2016 January 3-5, 2017

\$85 Resident \$105 Nonresident per week.

Camp Location: Pascagoula Recreation Center

Spring Break Camp

April 17-21, 2017

\$85 Resident \$105 Nonresident Camp

Location: Pascagoula Recreation Center

Play All Day!

Grades K-6 \$15 per child. 7:00am to

5:30pm December 22, 2016. Camp Location:

Pascagoula Recreation Center

Summer Day Camp

Summer Day Camp includes trips, activities, and special events. Ages 6-12.

Weekly rates \$80 for Resident and \$100 for Nonresident. Camp starts May 30.

Camp Location: Pascagoula Recreation Center

Nature Camp

Connecting kids with Nature. Explore the Scranton Nature Center and Scranton Museum. Go kayaking, birding and more! Ages 6 - 12. July 5-7, 2017. \$65 Resident \$85 Nonresident

Outdoor Adventure Camp

Activities include kayaking, hiking, bicycling, geocaching and more!

Ages 11 - 16 • June 12-16, 2017

\$100 Resident \$125 Nonresident

Youth Tennis Camp

June 6, 7, 13, 15, 2017

5:30 - 7:30 pm at IG Levy Park

Children ages 6-15 \$35 Resident \$50 Nonresident

Gulf Coast Crew Soccer Camp

June 27-29, 2017

9:00 am – 1:00 pm at Pascagoula Soccer Complex. Children ages 5-13 \$75 Resident \$110 Nonresident

Youth Baseball Camp

December 28-30, 2016

9:00 am – 1:00 pm at Gibson Field
Children ages 7-14 \$70 Resident \$115 Nonresident

Youth Cheerleading Camp

July 6 & 7, 2017

9:00am to 1:00pm at Pascagoula Recreation Center. Children ages 6-12 \$50 Resident \$75 Nonresident

For more information, call 228-938-2356

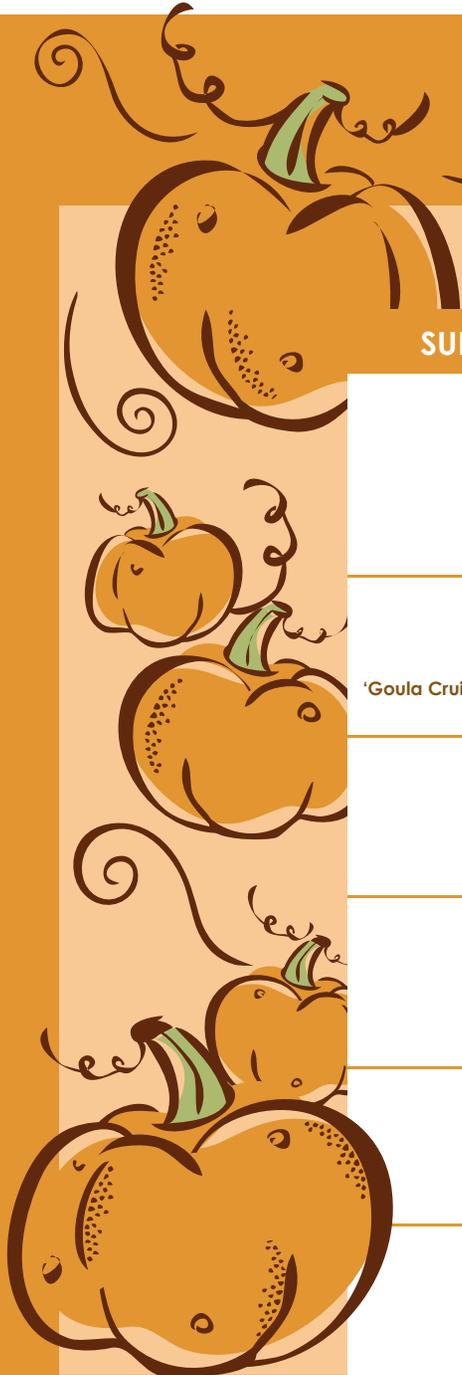
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Pascagoula October 2016

SUN MON TUE WED THU FRI SAT

SUN	MON	TUE	WED	THU	FRI	SAT
						1 Zonta Arts and Craft Festival Fall Brawl Doubles Disc Golf Tournament IG Levy
2 'Goula Cruise	3 Right2Ride Resgistration Opens	4 City Council Mtg.	5 Pascagoula Rec. Commission Mtg.	6	7	8 Second Saturday Bike Ride
9	10 Fall Break Mini Camp Columbus Day	11 Fall Break Mini Camp	12	13	14 Movie Night Teen Paddle Night	15 Coastal CleanUp
16	17	18 City Council Mtg.	19	20	21 Third Fridays The Great Haunted Halloween Bicycle Tour	22 PGSD Super Saturday Pascagoula Firefighters Drawdown
23	24	25	26	27 Greenwood Cemetary Tour	28 Haunted House	29 Haunted House
30	31 Halloween Haunted House Church on the Rock Light the Night					



PASCAGOULA YOUTH AND ADULT PROGRAMS

Youth Football

Registration is July 1 - August 12.
Season begins in September.
Flag Football Ages 5-6
\$54 Resident \$79 Nonresident
Tackle Football Ages 7-12
7th grade allowed to play
\$84 Resident • \$124 Nonresident

Youth Cheerleading

Children cheer for Pascagoula Youth Football league teams.
Ages 5-12
Registration is July 1st - August 12th.
Season begins in September.
\$104 Resident \$154 Nonresident.
Vest, bloomers, skirt, and pompoms are provided.

Youth Basketball

Pascagoula Recreation Center
Boys and Girls ages 6-13
Registration begins in November.
\$64 Resident \$94 Nonresident
Games begins in January.
Preseason tournament in December.

Jr. Lifeguard Class

June 5-9, July 19-21, 2017 \$45 for Children 13-15. Scholarships Available. Children will learn basic lifeguarding techniques.

Kayaking Classes

Learn about different types of kayaks, safety, potential hazards, paddling techniques and rescues. Classes available during the months of April - October. Date TBD. Prices per class, per person range from \$45 to \$90.

Teen Paddle Nights

For ages 13-18, offered 2nd Friday's May- October from 6-8 pm. Locations TBD. Teens are invited out to explore some of our coastal waters through kayaking. Space is very limited. Call to reserve a spot 228-938-2356. FREE
Dates: August 12, 2016; September 9, 2016; October 14, 2016; May 12, 2017; June 9, 2017; July 14, 2017

Counselor in Training Program

This program helps teenagers develop leadership skills, learn to implement lessons, and act as role models. Summer Camp training for ages 13-15. Applications can be submitted April 1- May 4, 2017. Selected teens will go through an application and interview process. \$350 Resident \$440 Nonresident per child for the entire summer during summer day camp. June - July of 2017.

Swimming Lessons

Swim lessons are offered in the summer months and begin at 8:00, 9:00 and 10:00 am at the Andrew Johnson Pool. \$35 Resident \$42.50 Nonresident. Registration begins March 4, 2017. Partial scholarships are available.

Session I: June 13 - 23, 2017

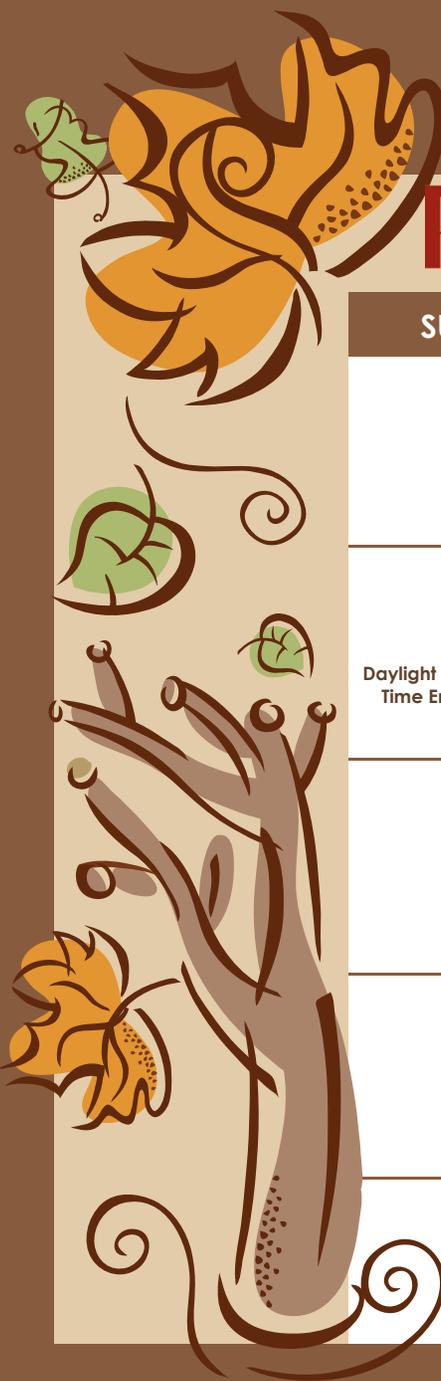
Session II: July 3 - July 14, 2017

Session III: July 18 - 28, 2017

Open Swim

Enjoy a relaxing swim at AJ pool with some old and new friends during the months of June and July. Our pool is open from 3:00-5:00pm Monday - Friday and 1:00pm to 5:00pm on Saturday. \$1 for children 18 and under \$2 for adults.

**For more information, call 228-938-2356
Visit www.cityofpascagoula.com or find us on Facebook, Instagram and Twitter.**



Pascagoula November 2016

SUN	MON	TUE	WED	THU	FRI	SAT
		1 City Council Mtg. Thanksgiving Camp Registration Opens	2 Pascagoula Rec. Commission Mtg.	3 Basketball Registration Opens	4	5
6 Daylight Savings Time Ends	7	8	9	10	11 Veterans Day Movie Night City offices closed	12 PGSD Super Saturday Second Saturday Bike Ride
13	14	15 City Council Mtg.	16	17	18	19
20	21 Thanksgiving Camp	22 Thanksgiving Camp	23	24 Thanksgiving Day City offices closed	25 City offices closed	26 Small Business Saturday
27	28	29	30 Basketball Registration Closed			

Pascagoula Youth and Adult Programs

After School Program

This program allows 80 children to interact in a fun and safe environment after school during the school year! Children in kindergarten through sixth grade are picked up daily from all schools in the City of Pascagoula and brought to the Pascagoula Recreation Center. The children complete homework, enjoy an after school snack, activities and play in the gym or outside on the playground. The fee is \$40 a week per child.

Nature Discovery

Held every Saturday at the Scranton Nature Center from 10:30am until noon. Kids of all ages are invited to discover the wonders of nature through stories, games, arts and crafts, and nature walks. A different topic will be selected every month. Kids must be accompanied by an adult. Admission is \$1 per child.

2nd Saturday Bike Ride

Cyclist meet at beautiful Beach Park and ride along the Historic Bike Trail. Two rides will be held to accommodate all riding abilities. Pace will vary depending on the group. Provide your own bike and helmets strongly recommended.

- 8:00-10:00am This ride will cover between 12-18 miles at roughly at 10-15 mph pace.
- 10:00-11:00am This ride will cover between 2-6 miles at an easy pace of less than 10 mph.

Bike to School Day

National Bike to School Day encourages children to safely bike to school and provides an opportunity for schools across the country to join together and to build on the energy of National Bike Month. May 4, 2017.

Bike to Work Day

National Bike to Work Day is a celebration of bicycling as a clean, fun and healthy way to get to work. The League of American Bicyclist began the annual event in 1956. May 20, 2017.

Karate Classes

Karate classes are offered from the South Wind Fight Club with Sensei Shane Steiner for children ages 6 and up and adults. Classes are \$60 per month for 1 participant; \$100 for 2 participants; \$120 for 3 participants or more per family. Learn more than kicking and punching. The curriculum is designed to teach skills that can be used throughout your life. Skills including memory, fitness, teamwork, balance, discipline, focus, hand-eye coordination, self control and leadership skills. We also put special focus on developing consistency in appearance, good manners, attendance, class participation and a strong spirit. New classes begin the first of every month. Classes are held every Monday and Thursday. 6pm - Youth and 7pm - Adult

Fitness Classes

A variety of classes are offered every week at the Pascagoula Recreation Center.

Aerobics: Monday, Wednesday and Friday 8:00am - 9:00am \$12 per month.

Line Dancing: Tuesday 5:30pm - 8:30pm \$5 per class.

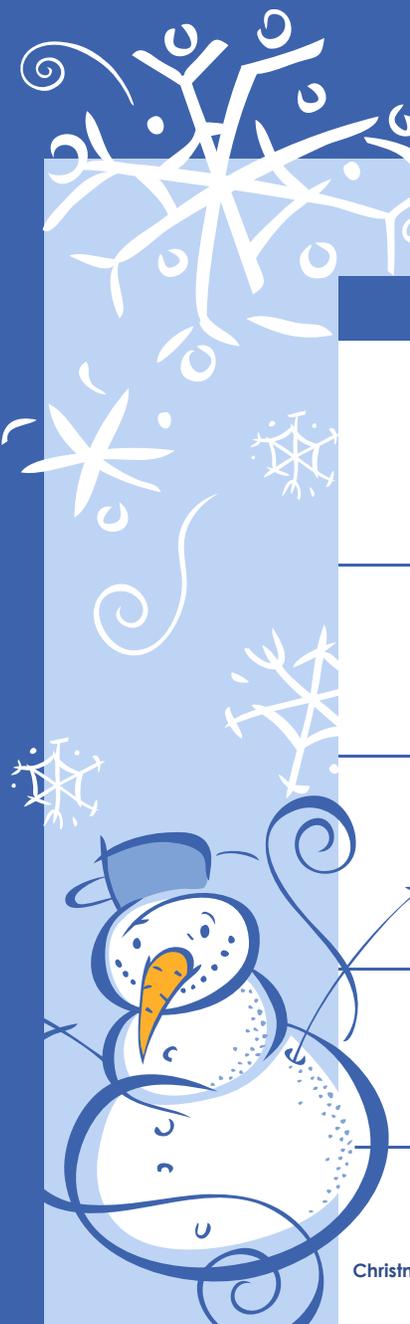
Swing Dancing: Thursday 7:00pm \$1 per class.

Do Better Divas: Tuesday, Wednesday, Thursday 6:00pm - 7:00pm \$10 per week

For more information, call 228-938-2356. Find us on Facebook, Instagram and Twitter or visit www.cityofpascagoula.com.



December 2016



SUN	MON	TUE	WED	THU	FRI	SAT
				1 Christmas in the Park Christmas Camp Registration Opens	2 Main Street Pascagoula Downtown for the Holidays and Parade	3 Battle on Buffett Beach
4	5	6 City Council Meeting	7 Pascagoula Rec. Commission Meeting	8 Santa's Calling	9 Movie Night	10 Second Saturday Bike Ride
11	12	13	14	15	16 Tour of Lights Christmas Bicycle Ride	17
18	19	20 City Council Mtg. PGSD last day of first semester	21	22 Play All Day	23	24 Christmas Eve
25 Christmas	26	27 Christmas Camp Week 1	28 Baseball Camp Christmas Camp Week 1	29 Baseball Camp Christmas Camp Week 1	30 Baseball Camp Christmas Camp Week 1	31 New Year's Eve

Interested in becoming a sponsor with the City of Pascagoula?

The City of Pascagoula is looking forward to another fantastic year of activities and events! It is our hope that you are able to participate through our 2016 and 2017 sponsorship opportunities. Please visit www.cityofpascagoula.com for more information or call the Community Events Coordinator 228-938-2356. Please remember, if you do not see something that meets your needs we are happy to customize a sponsorship package.



THANK YOU TO OUR 2016 SPONSORS

The City of Pascagoula is thankful to our citizens for volunteering their time and money to support our Programs and activities. In an effort to help promote business in our area, we offer advertisement and incentives for financial donations and in-kind support. For more information on how you can support our community efforts, contact The community events coordinator at 228-938-2356.

**Turfmasters Lawn Care
Chevron Pascagoula Refinery**

Dixie Glass

Ingalls Shipbuilding

Baber Strunk Enterprises

Gulf Coast OBGYN

Keesler Federal Credit Union

Heidelberg, Steinberger, Colmer, Burrow P.A.

Jim and Michelle Blevins

Diane and Mike McElhaney

Dogan and Wilkenson Law Firm

The First Bank

Junior Auxulary Pascagoula-Moss Point

Singing River Hospital

Brown, Mitchell and Alexander

Hargrove Engineers

Gulf Breeze Landscaping

Express Employment

Byrd's Automotive

Mississippi Security Police

Compton Engineering

Industrial Crane Services

Merchants and Marnie Bank

Singing River Federal Credit Union

Brass Hanger Cleaners

The Focus Group

Utility Partners

Gulf Islands Dentistry

Stitches by Lee

Turner Chiropractic Clinic

Hinman Chiropractic

Pascagoula Tire

Cable One

Hancock Bank

Goodgames Printing

Lowes of Pascagoula

Biloxi Bounce House

Jacks by the Tracks

Waffle House

American Red Cross

Walgreens

Singing River Healthplex

McDonald's Descher Organization

Chevron Credit Union

Mississippi Gulf Coast Community College

Paddles Up

Cable One

Geiger

Fletcher Construction

Haygood's Industrial Engraving

dfs photography

CITY OF PASCAGOULA 2017 EVENTS

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 10, 2017 at 10:00am. Scranton Nature Center.

Sweetheart Ball

Children's Sweetheart Ball on February 10th from 7:00-10:00pm 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.

Dr. Seuss Celebration

An annual celebration is scheduled March 3rd 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 pre-school children. Registration is required.

Family Campout

Beach Park will be a camper's paradise! Fun beach activities including kayaking, s'mores, and storytelling by a campfire. Finish the night with an outdoor movie and popcorn! March 18-19, 2017. \$5 per person, children 2 and under are free.

Easter Egg Hunt

The 39th Annual Easter Egg Hunt will be at Beach Park 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 2 to 5. The Big Bunnies Easter Egg Hunt for children ages 6-12. April 14th. Join us after for a movie!

Litter Bugs Me

In celebration of Earth Day, on April 26, 2017, a litter prevention program takes place in our elementary schools. The program is designed to teach our youth the impact littering has on our community and sets aside a special day to clean up local schools and neighborhoods. Teachers can contact the Pascagoula Recreation Center or Scranton Nature Center to register their class!

Explore the World Around You

Tour Pascagoula's Scranton Nature Center. Enjoy a Petting Zoo, Birding, Scavenger Hunts, Kayak the lake with Mississippi Gulf Coast Community College and more! Learn ways to Keep America Beautiful through interactive games. Lowe's Build and Grow Workshop. May 6, 2017 from 10:00am - 3:00pm.

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 beautiful. Pascagoula hosts the Great American Clean Up from April 29, 8:00 -11:00am.

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. Lock-In is held at Pascagoula Recreation Center throughout the year. \$25 Resident \$30 Nonresident. February 17, 2017 - Valentine's.

Overnight Waterpark trip

An overnight sleepover with fun-filled activities for children ages 6-12. Having a good time is a must! August 13, 2016. \$85 per child.

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 the beach.

Right2Ride

A community awareness bicycle ride and race offering an 8 mile ride as well as a 20 and 40 mile race. Sanctioned by USA Cycling and fully supported. Registration opens October 3, 2016. This event will be held at River Park on April 2, 2017 at 9:00am.

Paddlepalooza

A twilight paddle that showcases the lower Pascagoula River Blueway led by Pascagoula Paradise Paddlers. The gentle excursion allows for a spectacular view of the sunset and is great for paddlers of all abilities. Held at Lighthouse Park on April 21, 2017. Paddle begins at 7:45pm.

Pascagoula Run Kayak Race

Come experience every paddlers paradise on the beautiful Pascagoula River! The race covers 16.5 miles of flat water, marsh, historical landmarks, and beautiful waterfront properties of Moss Point and Pascagoula. A variety of race categories will be offered. April 22, 2017.

Blessing of the Fleet

Blessing of the Fleet begins at 4:00PM on April 22, 2017 at the Pascagoula River Front and is open to all motorized boat sizes and types. Boats must be in Krebs Lake by 3PM. Each boat will file in one by one towards the Riverfront and continue around and fall in behind the last boat. No boat should break the line or anchor before the parade has finished. Keep a minimum of 150 feet between boats and please try to maintain an even speed. Boaters are more than welcome to tastefully decorate their boat and be festive! A winner for Best decorated boat will be chosen for each category. Please display a sign distinguishing name or theme title of your boat if it is unnamed. Please DO NOT throw anything off the boats during the parade. We would like to keep our river clean and abide by the rules of DMR.



THE CITY of
Pascagoula™
 MISSISSIPPI'S FLAGSHIP CITY

January 2017

SUN	MON	TUE	WED	THU	FRI	SAT
1 New Year's Day	2 City offices closed	3 City Council Meeting Christmas Camp Week 2	4 Pascagoula Rec. Commission Meeting Christmas Camp Week 2	5 Christmas Camp Week 2	6	7
8	9	10	11	12	13	14 Second Saturday Bike Ride
15	16 Martin Luther King Day City offices closed	17 City Council Meeting Valentine Lock In Registration Opens	18	19	20	21
22	23 20 Star Flag and Constitution Exhibit at Pascagoula Public Library	24 20 Star Flag and Constitution Exhibit at Pascagoula Public Library	25	26	27	28
29	30	31				



PASCAGOULA SENIOR CENTER

228-769-8329 1912 Live Oak Avenue Pascagoula, MS 39567

The City of Pascagoula is quite proud of programs, activities and services offered for our senior population. We are taking full advantage of being in our spacious, state of the art, multi-million \$ facility located on the east end of Live Oak Avenue. Activities planned for Pascagoula Senior Center are available for anyone age 55 and older. All participants must complete our registration process including non-resident fees. Our staff looks forward to providing the very best in leisure activities for continued development of your mind, body and spirit. Monthly newsletters are sent out and posted on the City's web page: Follow us at www.cityofpascagoula.com

FITNESS AREA – We have 12 stations including treadmills, stationary bikes, nusteps, elliptical and more. It is open Monday thru Friday, 6am-5pm. There is no charge for using the area, however everyone must have a current medical authorization and a very minimal training provided by Singing River Health System HealthPlex. The one-time training is the first Wednesday of each month at 11 am. The area is not monitored during workouts.

EXERCISE – We offer a 30 minute video tape of a cardio-vascular workout on Monday, Wednesday and Friday mornings from 8:15 - 9am.

DOMINOS – Wed. and Fri., 1:30pm. Join any time.

AEROBIC EXERCISE CLASS - Meets Tue. and Thur. 10am; Lois Horn instructs.

LINE DANCING – Beginners class meets on Monday from 9-10am. New students may begin at any time. Intermediate or performing class meets Monday 10-11am and Thursday 9-10am. Intermediates are often invited to perform at special events and the area Nursing Centers. They enjoy a quarterly luncheon.

POTTERY – Classes for new students are offered periodically which include instruction and all supplies. Cost is \$50/5 weeks with clay, use of equipment, and firings included.

ARTS AND CRAFTS – Wreath making, floral arranging, bow making, greeting cards, wood working and more. Call for current list of a variety of arts and crafts classes.

CROCHET - This is a gathering to share ideas and stitches. The ladies meet on Mondays at Noon.

CANASTA – The group plays on Tuesdays beginning at 1:15pm.

BRIDGE – We have different groups; 1-4 tables that meet Monday – Thursday. Call to be listed

BIBLE STUDY – New folks may join any time. Topics vary but are bible-centered. The group meets Thursdays 10-11am with Judy Caraway or Monday 6:30-7:30pm with James Miller.

YOGA – Class meets Monday 10:30am; there is a fee. Call for more information.

THEATRE TRIPS – We attend productions at the Mary C., Biloxi Little theatre, Center Stage, Joe Jefferson Playhouse, Mobile Theatre Guild and Gulfport Little Theatre.

TUESDAY COVERED DISH LUNCHEONS – This is such good fellowship and each Tuesday we have a guest speaker or entertainer. It's a chance to prepare and bring your favorite dish and come and enjoy a great outing at our center. 11:00am-1:00pm. Blessing, announcements and lunch 12N.

GOLDEN AGE CLUB – This group has met as far back as we can all remember on the 2nd Thursday of each month. It is a once-a-month covered dish luncheon that begins at 11am. They enjoy BINGO and fellowship!

LUNCH BUNCH DAY TRIP – Once a month we take off to various destinations that are enjoyable for groups and have lunch at a popular restaurant. This fills quickly! Register as soon as you get the monthly newsletter. There is a fee.

SENIOR GROUP TRAVEL – Trips are planned for 35-50 people to destinations throughout the continental US, Canada and the Caribbean. Motor coach or Cruise ship, we strive for the best for your travel money. Trips are planned for the Spring, Fall and Christmas and fill quickly. Call us about upcoming trips.

SENIOR JOB REGISTRY – Offers senior adults registered with us the opportunity to go back into the work force. The registry also helps others find the help they need.

FUN AND FELLOWSHIP – Each Wednesday morning we have groups that meet to play a variety of table games that include dominos and cards. Join us any Wednesday between 9-12N.

CREATIVE WRITING CLASS - With Mary Carter.

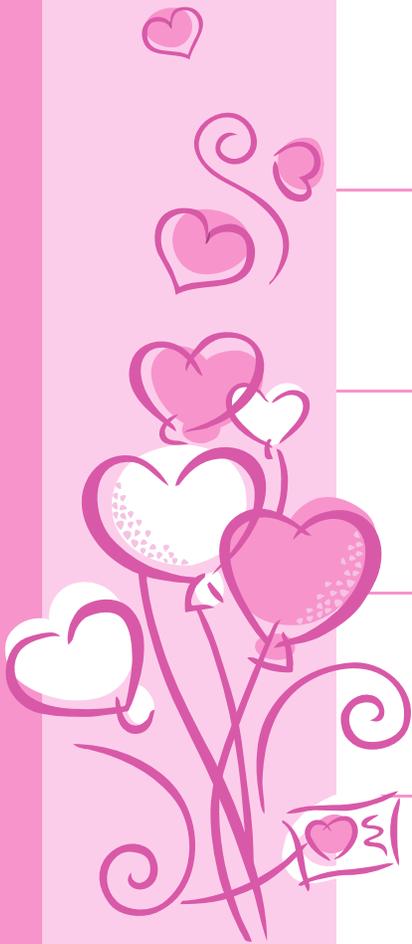
Looking to begin Tai Chi – Instructor needed.

For more information or to express interest in a trip, class or activity not offered, please call Pascagoula Senior Center, 228-769-8329.





February 2017



SUN	MON	TUE	WED	THU	FRI	SAT
			1 Pascagoula Rec. Commission Meeting	2	3	4
5	6	7 City Council Meeting	8	9	10 Arbor Day Sweetheart Ball	11 PGSD Super Saturday Second Saturday Bike Ride
12	13	14 Valentine's Day	15	16	17 Valentine's Day Lock In	18 Main Street Pascagoula Krewe of Little Rascals Mardi Gras Parade
19	20 Presidents Day City offices closed	21 City Council Meeting	22	23	24	25 JCCA Mardi Gras Parade
26	27	28 Fat Tuesday				

PASCAGOULA PARKS AND RECREATION FACILITIES

Pat Wilson Jogging Park

Pat Wilson Jogging Park is a 9 acre park featuring a one-half mile lighted jogging trail among beautiful pine and oak trees. It has exercise stations and swings for the little ones. This Park is located east of Market Street between Polk Avenue and Ingalls Avenue.

Chateau Lake

4.5 acre lake stocked with Channel Catfish, Bluegill, Redear, and Largemouth Bass. Located on Old Mobile Highway.

Inner Harbor

The Inner Harbor is located at 901 Pascagoula Street. The cost to rent a boat slip is \$3.00 per foot per month. For more information, contact Harbor Master, Bo Cole, at 228-938-2356.



Ladner Road Boat Launch and Fishing Pier

East end of Ladner Road.

Pascagoula Recreation Center

Located at 2935 Pascagoula Street, the Recreation Center is home to the City's Parks and Recreation Department. Many activities, such as camps and basketball, are held here. There are rooms for rent as well as a large gym with bleachers, 3 multipurpose rooms for 30-60 people, a conference room for 10. Open gym: Monday - Friday from 6:00-10:00pm.

Point Park

Point Park is located at 500 Beach Boulevard. This park has 2 fishing piers, 4 boat launches, an amphitheater, restrooms and boat/trailer parking for approximately 100. This is one of the city's coastal birding trail site.

Beach Park

Beach Park is located at 600 City Park Street and overlooks the Mississippi Sound. It is a 14 acre park offering a concession stand, multiple playground areas, pavilions, barbeque grills, and restrooms. There is also a splash pad, walking trail, fitness stations, beach, 1000 foot fishing pier, the Hurricane Katrina Memorial, and is a coastal birding trail site. The splash pad is open May 1st - October 15.

I.G. Levy Park

IG Levy Park South is located at 3900 Chicot Street. IG Levy Park North is located at 3928 Nathan Hale Avenue. This 42 acre park includes a disc golf course and a 2 mile jogging trail that runs around the lake and through a forest. The south entrance on Chicot Street features 8 lighted tennis courts, 2 small

pavilions, the adventure island playground, restrooms, a skate park, racquetball court, and an outdoor volleyball court. The north entrance on Nathan Hale Avenue is home to the Scranton Nature Center and offers a pavilion, restroom, barbeque grills, playground, fishing pier on Whitehead Lake and soccer fields. This area is also an off leash area for pet owners to bring their dogs to play.

B.B. Jennings Park

This park offers a playground, 2 basketball courts, a baseball or softball practice field, and a walking trail. The park is also home to a wetlands education area. Located at the north end Fair Street.

For more information, call 228-938-2356

Visit www.cityofpascagoula.com or find us on Facebook, Instagram and Twitter.



March 2017

SUN	MON	TUE	WED	THU	FRI	SAT
			1 Pascagoula Rec. Commission Meeting Ash Wednesday	2 Summer Camp Registration Opens	3 Dr. Seuss Birthday Celebration	4 Swimming Lessons Registration Opens
5 Nature Camp Outdoor Camp Registration Opens	6 Spring Break Camp Registration Opens	7 City Council Meeting	8	9	10 Movie Night	11 PGSD Super Saturday Second Saturday Bike Ride O'Blarney Society St. Patrick's Day Parade Smart Start to Kayaking Workshop
12 Daylight Savings Time Begins	13	14 Cheerleading Camp Registration Opens	15	16 Chili Cookoff	17 St. Patrick's Day	18 AHA Jackson County Heart Walk Family Campout
19 Family Campout	20	21 City Council Meeting	22	23	24	25
26	27	28	29	30	31 Fete LaPointe	



Pascagoula River Blueway

Explore the largest free flowing waterway in the lower 48 states. The Pascagoula River serves as the heart for all who claim this area as home. As a natural estuary, the River hosts abundant animal life including over 22 threatened and endangered species in addition to over 300 plant species. Two-thirds of the Eastern breeding migratory birds use the Pascagoula River and its marshes as a resting point. It is not only a haven for abundant life, but the banks also hold many notable historic locations and economic treasures. Explore 10 miles of Jackson County's Pascagoula River Blueway today to discover everything from boat launches and piers to historic landmarks and natural wonders. For a detailed map, visit www.cityofpascagoula.com and click on publications.



**For more information on monthly paddles and outdoor recreation activities, contact
Kristi Ducote at 228-938-2356
kducote@cityofpascagoula.com**

The Legend of the Singing River...

In the legend of the Singing River, a Princess from the Biloxi Indians fell in love with the Chief of the Pascagoula Indians. In response to this supposed treachery, the chief of the aggressive Biloxi tribe declared war on the peaceful Pascagoula tribe. Rather than face war, enslavement, and possibly death under Biloxi's rule, the Pascagoula Indians waded into the river hand-in-hand singing their song of death. With this ultimate sacrifice, the river was transformed into the Singing River. Some say they can still be heard singing on late summer and fall evenings.





Pascagoula
MISSISSIPPI'S FLAGSHIP CITY

April 2017



SUN	MON	TUE	WED	THU	FRI	SAT
						1 Adrienne's House 5k
2 Right2Ride Bicycle Race	3	4 City Council Meeting	5 Pascagoula Rec. Commission Mtg.	6	7	8 PGSD Super Saturday Second Saturday Bike Ride
9	10	11	12	13	14 Easter Egg Hunt Blues by the Beach Movie Night Good Friday City offices closed	15
16 Easter	17 Spring Break Camp	18 Spring Break Camp City Council Mtg	19 Spring Break Camp	20 Spring Break Camp	21 Spring Break Camp Third Fridays Paddlepalooza	22 Pascagoula Runr Kayak Race Free Flowin' on the Riverfront Blessing of the Fleet
23	24	25	26 Litter Bugs Me	27	28	29 Great American Clean Up Spakespeare at the Square
30						

Historic Pascagoula Bike Trail

Come take a family outing or a peaceful break by exploring our Historic Pascagoula Bike Trail. People of all ages and abilities can enjoy a unique combination of cycling, nature, history, and coastal culture.

While reaping the many health benefits of cycling, you can experience a distinctive look at many historic points of interest in our city. Among these are the LaPointe-Krebs House, which is the oldest standing building in the Mississippi Valley, Jimmy Buffett's childhood home and the site where Faulkner is said to have written *Intruder in the Dust*. There is much more to see, so take time to experience what makes our residents proud to call historic Pascagoula their home! Annually, Mayor Blevins officially declares May as Bike Month in the City of Pascagoula.

Bike racks are provided throughout the city in parks and public spaces. Sharrows, Share the Road and 3 Feet Law signs have been installed on roadways to notify drivers and cyclists that they should share the road and be aware of the 3 feet law. Bicycle Advisory Committee (BAC) was formed to further guide bike-related development as well as work to enhance and promote biking in Pascagoula. If you would like more information on the committee, please contact the Outdoor Recreational Specialist Kristi Ducote, at 228-938-2356.

Points of Interest:

- 1. Round Island Lighthouse:** Completed in 1859, the Round Island Lighthouse was toppled by Hurricane Georges in 1998. The base was moved to mainland Pascagoula in 2010 and has been restored to its original condition. 
- 2. LaPointe-Krebs House:** As the oldest standing building in the Mississippi Valley, the LaPointe-Krebs House is an example of the earliest settlement in Pascagoula and an example of French Colonial architecture. 
- 3. Orange Street Historic District:** Dating back to the late 1800s, these homes were built primarily for seafaring families. The Captain Bugge House (523 Orange Street) and the DeJean House (3603 Frederic Street) are included in this district. 
- 4. Jolly McCarty Historic Depot:** Built in 1904, the depot is a standard Louisville and Nashville (L&N) building. 
- 5. Jimmy Buffett House:** Jimmy Buffett lived as an infant in this Roosevelt Street home on the corner of Roosevelt and Garfield Streets until his family later moved to Mobile, Alabama. 
- 6. Faulkner Site:** This site between Pascagoula Street and Buena Vista Street was the location of the home where Faulkner wrote the book *Mosquitoes* and allegedly wrote *Intruder in the Dust*.



- ### Things to See:
- A. Pine Street Park
 - B. Gateway Oak
 - C. Lighthouse Park
 - D. Anchor Square
 - E. Pascagoula Riverfront
 - F. Pascagoula Inner Harbor
 - G. Round Island
 - H. Pascagoula Beach
 - I. Beach Park
 - J. Horne Stables
 - K. Wiggins Bayou
 - L. Pascagoula Recreation Center
 - M. Pascagoula Public Library
 - N. Downtown Pascagoula

- 7. Zachary Taylor House:** The home where Zachary Taylor accepted the Whig Party nomination to run for President in 1848 was located on Beach Boulevard just west of the Baptiste Bayou. 
- 8. The Longfellow House:** Also known as Bellevue, this home was built in 1850. It is said Henry Wadsworth Longfellow was inspired to write "The Building of the Ship" during a stay here. 
- 9. Buena Vista Homes:** These homes were built at the turn of the 20th century. They are located at the south end of Buena Vista Street near Washington Avenue. Nearby is Greenwood Cemetery, which dates back to the 19th century. 
- 10. Zachary Taylor Subdivision:** Zachary Taylor is credited with designing Pascagoula's first subdivision, which includes Resca De La Palma, Cherubusco, and Buena Vista Streets. These streets were named after his Mexican-American War battles.
- 11. W.D. Hughes House:** Built in 1899, this home is architecturally significant as one of only two surviving examples of a Queen Anne style home in the City and one of the best examples in Jackson County. The elaborate wood details were tailor-made to showcase the area's lumber industry. 
- 12. Old Pascagoula High School:** This structure was built between 1938 and 1939 as a Works Progress Administration project and housed thousands of students until its closure in 1997. In 2012, it reopened as a senior living facility, and this site is the future home of the Mississippi Maritime Museum. 

2nd Saturday Ride • Beach Park • 8 am.
Parks and Recreation (228) 938-2356



May 2017

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
		City Council Meeting	Pascagoula Rec. Commission Mtg		Jimmy Buffett Day	Explore the World Around You
7	8	9	10	11	12	13
			Bike to School Day		Blues by the Beach Movie Night Teen Paddle Night	Second Saturday Bike Ride Main Street Pascagoula LOAF
14	15	16	17	18	19	20
Mother's Day		City Council Meeting			Bike to Work Day Third Friday	Magnolia Classic Cruisers Show by the Shore
21	22	23	24	25	26	27
				PGSD last day of school		
28	29	30	31			
Gulf Coast Symphony Sounds by the Sea	Memorial Day City offices closed	Summer Camp Week 1	Summer Camp Week 1			



Pascagoula Parks and Recreation Facilities

Lighthouse Park

Named after the Round Island Lighthouse which stands in the southeast section of the park, Lighthouse Park is located on 3621 Fredric Street; it serves as the trailhead of the Historic Pascagoula Bike Trail, Pascagoula River Blueway, and the Pascagoula Historic Pathway and also features two boat launches, a pavilion, Pascagoula River Environmental Trail, which includes a playground, and outdoor classroom.

Historic Round Island Lighthouse

Built in 1859 and a beacon for mariners for 150 years, the hurricane-ravaged remnants of Round Island Lighthouse were rescued and relocated to mainland Pascagoula in 2010. Open to the public after an extensive restoration completed in 2015, the Lighthouse continues to welcome, educate and inspire generations of adventurers and history buffs. Come experience tales of pirates, military battles and the region's seafaring legacy at Round Island Lighthouse!

Lighthouse Park: 815 Cypress Avenue,
Pascagoula MS 39567 Operating Hours:
Friday & Saturday | 10am - 5pm

Scranton Nature Center

The Scranton Nature Center is located at 3928 Nathan Hale Avenue. Open Tuesday-Saturday from 10:00am-5:00pm Admission is \$2 per adult and \$1 per child. Group rates are available. Learn about birds, mammals, reptiles, amphibians, sea life, fossils, and more! Call 228-938-6612 for more information on tours, field trips and birthday parties!

Scranton Museum

Explore a 70 foot shrimp boat including a wheelhouse, galley, a TED, and shrimp net display, bunkroom, wetlands diorama, and three 100 gallon aquariums. There is also a fenced in dog park. Located at River Park, 4100 Clark Street, amenities include a picnic area, fishing pier and boat launch. Open Fridays and Saturdays from 10:00am -5:00pm. Admission is \$2 for adults and \$1 for children. Groups by reservation. Call 228-938-6612 for reservations.

Jolly McCarty Historic Train Depot

This historic train depot is located at 504 Yon Avenue.

Magnolia Birding Pier

500 Dupont Avenue. Come enjoy one of three stops in Pascagoula on the Coastal Birding Trail. Take in the views and watch coastal birds enjoy their natural habitat.

Krebs Lake Boat Launch and Fishing Pier

4511 Hickory Street. Just north of Krebs Cemetery, this area features two fishing piers and a boat launch.

The Community Oak

816 Laurel Avenue. Also know as the Hudson Oak or Gateway Oak, this tree is over 250 year old and is a part of Lighthouse Park.

Pascagoula Senior Center

The Pascagoula Senior Center is located at 1912 Live Oak Avenue and includes a gift shop, pottery studio, fitness center and more. For ages 55 and older, this center provides classes, activities, outings, and more. There is also a ballroom with a large kitchen, two classrooms that are available for rent.

Scranton Nature Center

The Scranton Nature Center is located at 3928 Nathan Hale Avenue. Open Tuesday-Saturday from 10:00am-5:00pm Admission is \$2 per adult and \$1 per child. Group rates are available. Learn about birds, mammals, reptiles, amphibians, sea life, fossils, and more! Call 228-938-6612 for more information on tours, field trips and birthday parties!

Youth Baseball Complex

The Youth Baseball Complex is located at 1803 Tucker Avenue and offers 6 fields and 2 batting cages. There are also two concession stands, a pavilion, playground, and restrooms.

Beach Park Concession Stand

Offers hotdogs, nachos, snow cones, chips, candy and drinks. Open 7 days a week during the months of June and July and weekends August - the first of October.

Did you know all of our Pascagoula parks and recreation facilities are available for party rentals? Call 228-938-2356.





June 2017

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
				Summer Camp Week 1	Summer Camp Week 1	
4	5	6	7	8	9	10
	Summer Camp Wk 2 Jr. Lifeguard Class	Summer Camp Wk 2 Jr. Lifeguard Class City Council Mtg. Tennis Camp	Summer Camp Wk 2 Jr. Lifeguard Class Pascagoula Rec. Commission Mtg.	Summer Camp Wk 2 Jr. Lifeguard Class Tennis Camp	Summer Camp Wk 2 Jr. Lifeguard Class Blues by the Beach Movie Night Teen Paddle Night	Second Saturday Bike Ride Chevron Women's Network Charity Run
11	12	13	14	15	16	17
	Summer Camp Wk 3 Outdoor Adventure Camp	Summer Camp Wk 3 Swim I Outdoor Adventure Camp Tennis Camp	Summer Camp Wk 3 Swim I Outdoor Adventure Camp	Summer Camp Wk 3 Swim I Outdoor Adventure Camp Tennis Camp	Summer Camp Wk 3 Swim I Outdoor Adventure Camp Third Fridays	
18	19	20	21	22	23	24
Father's Day	Summer Camp Week 4	Summer Camp Week 4 Swim I City Council Mtg.	Summer Camp Week 4 Swim I	Summer Camp Week 4 Swim I	Summer Camp Week 4 Swim I	
25	26	27	28	29	30	
	Summer Camp Wk 5	Summer Camp Wk 5 Soccer Camp	Summer Camp Wk 5 Soccer Camp	Summer Camp Wk 5 Soccer Camp	Summer Camp Wk 5	

Pascagoula Parks and Recreation Facilities

12th Street Complex

2201 12th Street. 12th Street Complex is a softball park that offers four fields, a concession stand, pavilion, restrooms, and a playground.

Pine Street Park

4014 Pine Street. This 4.5 acre park offers a boulder playground, pavilion, 2 tennis courts, 2 baseball/softball practice fields and a 1/4 mile jogging trail.

Pascagoula Soccer Complex

6001 Tillman Street. This complex offers 9 soccer fields, a concession area, three pavilions and playground.

Louise Street Softball Complex

2200 Louise Street. This complex offers 2 softball fields, a concession stand and restrooms.

Delmas Park

Mini park with seating in our downtown area featuring a fountain. This park is located in the southeast corner of Delmas Avenue and Magnolia Street.

Andrew Johnson Recreation Center and Pool

1402 Tucker Avenue. This recreation center offers a gym, playground, two outdoor basketball courts, and public swimming pool. It is also a site for the Jackson County Boys and Girls Club. The pool is open for public swim 3:00 - 5:00pm, Monday - Friday and Saturday from 1:00 - 5:00pm during the months of June and July. Swim lessons and group swim available.

MCC Park

5725 Orchard Road. This park has one baseball field, one softball field, and one small outdoor basketball court. Restrooms and concession are also available.

River Park

4100 Clark Street. Home to the Scranton Museum, this newly renovated 8.6 acre Park offers a 650 ft. fishing pier, a boat ramp, picnic tables, a stage, a off-leash dog park and a pavilion. There are also 3 additional boat launches around the corner near the bait shop. Kayak launch coming soon.

Colmer Soccer Fields

2 lighted fields on Chicot Street behind Colmer Middle School.

Anola Club

1111 Washington Avenue. Originally Beach Elementary School, this adorable facility offers a single restroom, kitchen and community room. Available for rent.



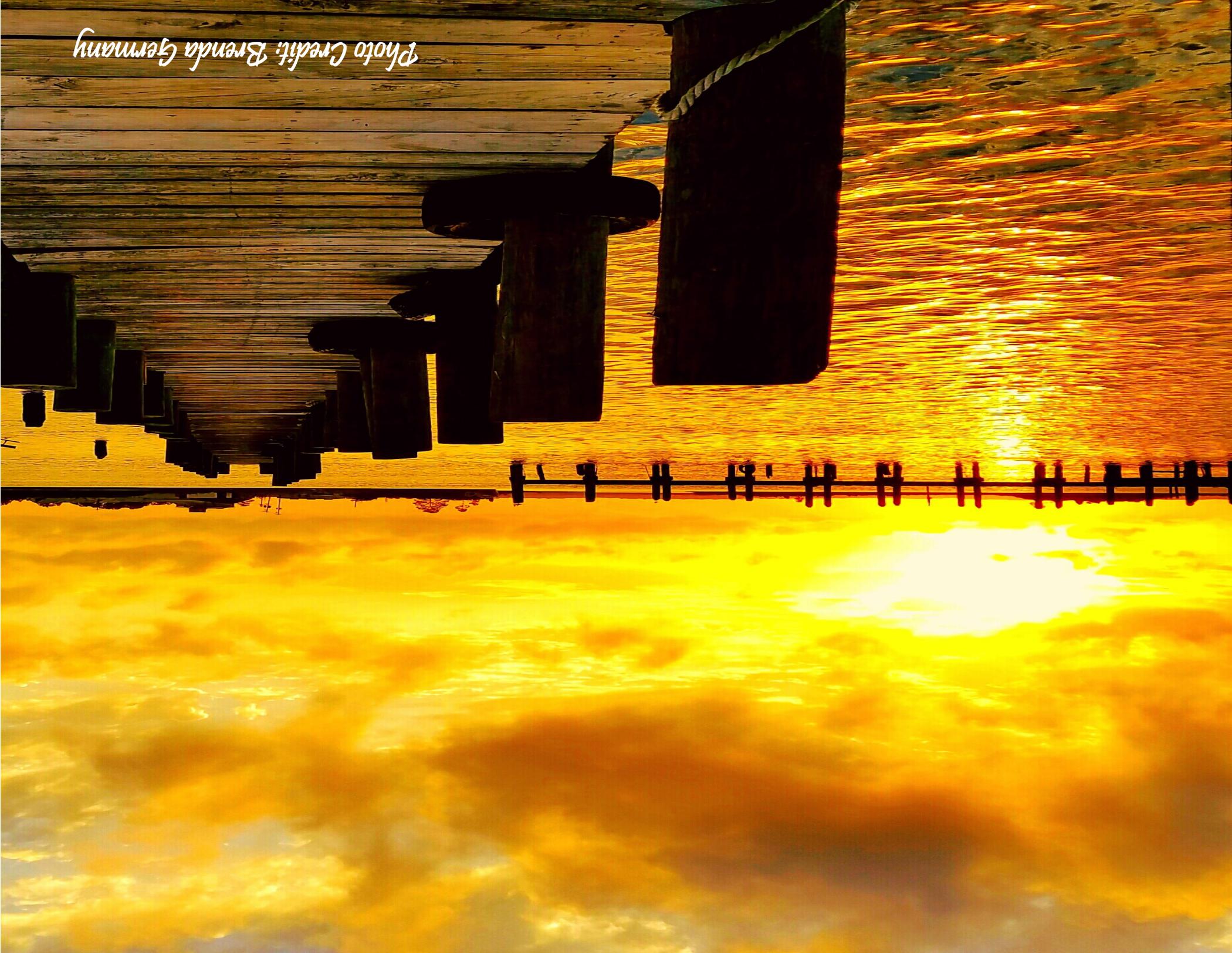
For more information, call 228-938-2356

Visit www.cityofpascagoula.com or find us on Facebook, Instagram and Twitter.

SUN	MON	TUE	WED	THU	FRI	SAT
						1 Football Cheerleading Registration Opens
2	3 After School Registration Opens Swim II	4 Independence Day Fireworks Celebration City offices closed	5 Nature Camp Cheerleading Camp Swim II Pascagoula Rec. Commission Mtg.	6 Nature Camp Swim II Cheerleading Camp	7 Nature Camp Swim II Cheerleading Camp	8 Second Saturday Bike Ride
9	10 Summer Camp Week 6	11 Swim II Summer Camp Week 6	12 Swim II Summer Camp Week 6	13 Swim II Summer Camp Week 6	14 Swim II Blue by the Beach Movie Night Teen Paddle Night Summer Camp Week 6	15
16	17 Summer Camp Week 7	18 Swim III Summer Camp Week 7	19 Swim III Jr. Lifeguard Class Summer Camp Week 7	20 Swim III Jr. Lifeguard Class Summer Camp Week 7	21 Swim III Jr. Lifeguard Class Third Fridays Summer Camp Week 7	22
23	24 Summer Camp Week 8	25 Swim III Summer Camp Week 8	26 Swim III Summer Camp Week 8	27 Swim III Summer Camp Week 8	28 Swim III Summer Camp Week 8	29
30	31					



Photo Credit: Brenda Germany





AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Church on the Rock

Contact Name: Jeremiah Lawrence

Phone: 228-627-3912

Agenda Topic: Advertise the Resources of the City - Church in the Park & Light the Night

Attach additional information as necessary

Action Requested:

Advertise the resources of the City for a Church in the Park event on Sunday, October 30th by providing a portable stage, electricity and access to the park amenities, picnic tables and traffic control. Also advertise the resources of the City for Light the Night on Monday, October 31, 2015 by providing \$500, barricades, light plants, traffic control, trash barrels, EMT/Fire Dept. services and use of IG Levy Park as stated in the attached letter.

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

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

September 26, 2016

I want to thank you for helping us reach this community. You are and have been an incredible driving force behind our October Festivals and Events here on the Gulf Coast. The Rock Outreach, in conjunction with Church on the Rock, plans and invests hundreds of volunteer hours into our community every October. We do this through major and minor projects, as well as daily volunteering through community agencies.

1. The Rock Outreach and Church on the Rock want to host Church in the Park on Sunday, October 30th. We would like to ask for your support to utilize the following:
Portable Stage
Electricity and access to park amenities like restrooms
15 picnic tables
Pascagoula Police Traffic Division ready to assist with traffic control on Chicot St.

The Rock Outreach, Church on the Rock and Faith United Methodist will also join our parking lots and, along with other community groups and agencies, will pool our volunteers and invite the community to join us for "Light the Night." This great event is a terrific safe alternative to walking the neighborhood streets on Halloween. **We hope you will partner with us again this year to provide a safe and fun environment for our community on Halloween, Monday, October 31st.**

2. The support we are requesting the city to provide are:
60 portable barricades
4 portable light generators
15 trash cans
Traffic Officers from Pascagoula Police Department to assist with traffic on Chicot St.
Fire Dept/EMT services
\$500 monetary contribution to purchase candy and rent inflatables.
Allow the use of IG Levy Park for our hayride route and for parking.

Your support and help in reaching our community creates a great place to live, work, and play. Should you need more information or would like to find other ways to help these great projects, please contact me at 228-627-3912 or email me at jrlawrence@therockoutreach.com

Sincerely,

Jeremiah Lawrence

an outreach of
3901 Chicot St Pascagoula MS 39581
228-762-3221





AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Request to Jackson County

Attach additional information as necessary

Action Requested:

Authorize the Mayor to present a letter of request to Jackson County for the use of the Jackson County Recreation Department's bucket truck and driver to install cameras on top of the lighthouse.

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 checked="" 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

October 4, 2016

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

Dear Mr. Harris,

On behalf of the City of Pascagoula, I am requesting that Jackson County authorize the Jackson County Recreation Department to assist us with the installation of two cameras on the Round Island Lighthouse by providing their bucket truck and a driver. The cameras are being installed as part of an ADA Access project to allow those who cannot climb the stairs to the lantern gallery an opportunity to see the view from the top. This will greatly enhance the accessibility of our beautiful parks.

Your assistance in helping with this worthy project is very much appreciated.

Sincerely,

Harry J. Blevins
Mayor



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Contract for services by the Boys and Girls Club of Jackson County, Inc.

Attach additional information as necessary

Action Requested:

Approve contract for services at the Andrew Johnson Recreation Center by the Boys and Girls Club of Jackson County, Inc. in the amount of \$30,000 for the period from October 1, 2016 through September 30, 2017. This is the same amount as last year.

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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**CONTRACT BETWEEN THE BOYS AND GIRLS CLUBS OF
JACKSON COUNTY, INC., AND THE CITY OF PASCAGOULA,
PERTAINING TO THE USE AND OPERATION OF THE
ANDREW JOHNSON RECREATION CENTER**

On the 1st day of October, 2016, the City of Pascagoula, Mississippi, a municipal corporation, (“City”) and the Boys and Girls Clubs of Jackson County, Inc., a non-profit corporation (“Contractor”) have entered into this contract, subject to the terms and conditions appearing hereinafter.

WHEREAS, the Contractor has developed and successfully demonstrated the capacity to operate neighborhood-based recreational and educational programs which serve to improve quality of life, reduce the propensity toward juvenile crime, and provide educational enrichment for its clients; and

WHEREAS, the Contractor will employ some of its own assets and resources in the operation of the Andrew Johnson Recreational Center (“Center”) and thereby increasing the value of the services provided to the City; and

WHEREAS, the Contractor’s program is a community service which has been offered to the City on a continuing basis; and

WHEREAS, the City desires to engage the Contractor to provide these services;

NOW, THEREFORE, THE CITY FOR AND IN CONSIDERATION of the covenants and agreements hereinafter enumerated to be kept and performed by the Contractor, the City hereby agrees to pay the Contractor the sum of \$30,000.00 payable for a period of one year from October 1, 2016, through September 30, 2017,

which shall be the term of the contract. These funds will be paid in quarterly payments of \$7,500.00, which shall be paid on written requests therefor delivered to the City Manager. In consideration of the covenants and agreements made by the City, the Contractor agrees that it shall be responsible for and shall have exclusive control over the management and disbursement of such funds paid to it by the City and that the funds received under this contract shall be used only for the purpose of operating the Center and grounds, including playground and parking lot.

In order to carry out the intent and purposes of this contract the Contractor agrees to do the following:

1. Provide proper supervision of the Center and grounds during its use by the Contractor.
2. Provide its own cleaning supplies, toilet tissue and paper towels and to provide proper care and cleaning of the Center.
3. Provide productive programs during the Contractor's hours of operation for youths 5-18 years of age who are residents of Pascagoula.
4. Provide a minimum of a six (6) week summer camp program for youths 5-18 years of age during the weeks that school is not in session.
5. Provide holiday day camps for its members during some holiday breaks.
6. To provide that the hours of operation of the Center for the Contractor's programs will be approximately 10:00 a.m. to 2:00 p.m. for administrative duties, 2:00 p.m. to 6:30 p.m. for after school programming, Monday through

Friday while schools are in session and 7:30 a.m. to 5:30 p.m. Monday through Friday when schools are not in session.

7. Be responsible for any damage done to the Center and grounds during its hours of operation.
8. Notify the Parks and Recreation Department of any changes in the schedule of activities. Changes in any schedule must be approved by the Director of the Parks and Recreation Department. Changes must be made at least thirty days in advance.
9. To exercise reasonable care in securing the Center against theft and vandalism and to maintain the Center and grounds in good order.
10. To not alter, renovate, enlarge or remodel the Center or grounds without written approval from the City.
11. To provide worker's compensation insurance as required by law for the term of this contract.
12. Upon request, to provide the City with an account of all sums received and disbursed pursuant to this contract.
13. Not to allow any other organization to use any part of the Center or grounds without permission from the City.
14. To charge patrons a fee for use of the Center for special events ONLY, such as tournaments, dances, and charitable fund raising activities. This does not affect the right of the Contractor to charge weekly or regular membership dues to its members. Charges for use of the Center shall be within the

discretion of the Contractor, which shall not be unreasonable and the revenue therefrom shall be used for the sole purpose of defraying expenses of maintenance of equipment, to purchase equipment, and to expand programs at the Center.

15. To purchase or accept donations of additional equipment for use at the Center, e.g., pool tables, weight room apparatus, and the like.

The City agrees to do the following:

1. Pay all utility bills for the Center.
2. Provide proper supervision of the Center and grounds for general public use at the City's discretion.
3. Provide routine maintenance, including grass cutting and other grounds work, repair walls, doors, restrooms, and floors.
4. Permit the use of the Center by private groups during the hours that the Contractor is not operating the Center.
5. Manage all facets of swimming pool operations, including staffing and proper water treatment levels.
6. Make any alteration to the Center and grounds as the City deems to be necessary.
7. Maintain adequate fire and extended coverage insurance on the Center.

8. To permit the Contractor in carrying out its programs to use the City-owned equipment at the Center, including but not limited to mats, foosball and table tennis tables, basketball goals, televisions, and television room.

The Contractor agrees to comply with the laws of the City, the State of Mississippi, and the United States in the performance of its obligations under this contract.

The Contractor understands that upon violation of any material term or condition of this contract the City may terminate it.

The Contractor agrees to comply with the terms of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in or be denied benefits of referral services under the terms of this contract or otherwise be subjected to discrimination based on grounds of race, sex, color, national origin, or handicap.

The Contractor understands that if during the City's fiscal year actual revenues of the City decrease below the amount which has been projected by the City to sustain the operating budget of the City, the City may declare this contract null and void and no liability shall accrue to either party as a result thereof.

Notwithstanding any other provision of this contract, the City retains the right to terminate this contract upon thirty days written notice provided to the Contractor.

During the term of this contract the Contractor shall maintain in effect liability and comprehensive insurance which shall name the City as an additional

insured. The limits of the policy shall be approved by the Director of the Parks and Recreation Department.

This contract shall replace and supercede any prior contract between the City and Contractor pertaining to the Center.

Signed by the undersigned duly authorized officers of the City and Contractor on the date appearing above.

City of Pascagoula

By: _____
Harry J. Blevins
Mayor

Attest:

Karen Kennedy
Deputy City Clerk

Boys and Girls Clubs of
Jackson County, Inc.

By: _____
President

Attest:

Executive Director



AGENDA ITEM REQUEST FORM

Meeting Date: 10/4/16

Submitting Department or Individual: City Manager

Contact Name: _____

Phone: _____

Agenda Topic: MEC's 15th Annual Hobnob MS

Attach additional information as necessary

Action Requested:

Approve travel and registration for the City Council to attend the 15th Annual Hobnob MS in Jackson, MS. on October 26,2016.

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

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THE BOARD OF DIRECTORS OF THE MISSISSIPPI ECONOMIC COUNCIL, THE STATE CHAMBER OF COMMERCE, INVITES YOU TO ATTEND

MEC's
15th
Annual

HOBNOB

Mississippi

WEDNESDAY, OCTOBER 26, 2016 • MISSISSIPPI COLISEUM • JACKSON, MS

STATE LEADERS SCHEDULED TO APPEAR

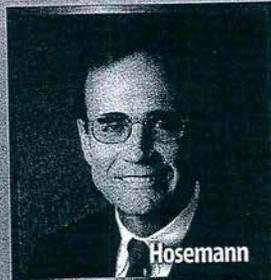
- Governor Phil Bryant
- Lt. Governor Tate Reeves
- Speaker of the House Philip Gunn
- Secretary of State Delbert Hosemann
- State Auditor Stacey Pickering
- Attorney General Jim Hood
- Agriculture & Commerce Commissioner
Cindy Hyde-Smith
- State Treasurer Lynn Fitch
- State Insurance Commissioner
Mike Chaney



Bryant



Reeves



Hosemann



Pickering



Hyde-Smith



Fitch



SPONSORSHIP OPPORTUNITIES

BONUS DISCOUNT COMBO PACKAGE

HOBNOB MISSISSIPPI 2016 & MEC CAPITAL DAY 2017

CORPORATE \$4,800 (\$1,200 savings)

PARTNER \$1,080 (\$120 savings)

LEADERSHIP \$2,400 (\$600 savings)

ENTREPRENEUR \$420 (\$60 savings)

HOBNOB-ONLY SPONSORSHIP

CORPORATE \$3,600

- 3' x 6' Banner with full-color company logo displayed in prime location
- Company Booth Space (optional)
- 20 Attendee Registrations
- Company table in priority location
- Full-Color Company logo included in program
- Full-Color Company logo included on table reservation sign
- Company recognized on Corporate Level Sponsors Signage
- Company name advertised in *Mississippi Business Journal* if company commits before 10/11/16

LEADERSHIP \$1,500

- 2' x 4' Banner with full-color company logo
- 12 Attendee Registrations
- Company name listed in program
- Reserved seating in Leadership Level Section
- Company recognized on Leadership Level Sponsors Signage
- Company name advertised in *Mississippi Business Journal* if company commits before 10/11/16

PARTNER \$600

- 6 Attendee Registrations
- Company name listed in program
- Company recognized on Partner Level Sponsors Signage
- General seating area

ENTREPRENEUR \$240

(For companies with ten or fewer employees)

- 2 Attendee Registrations
- Company name listed in program
- General seating area

INDIVIDUAL REGISTRATION

MEC and Co-Convener Members • \$60

General Admission • \$90

**TO SPONSOR OR FOR INDIVIDUAL REGISTRATION
GO TO WWW.MEC.MS / 1.800.748.7626**



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Public Works

Contact Name: Jaci Turner Phone: 938-6726

Recommendation to Award Annual Concrete Bid 361

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Award annual concrete bid 361 to low bidder Bay Concrete, of Mobile, AL at the rates listed on bid tabulation, with Bayou Concrete of Pascagoula, MS being the secondary. Contract dates will be 10/5/16-10/4/17. The bid tabulation and recommendation are attached.

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

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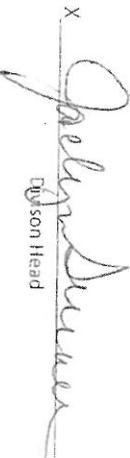
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CITY OF PASCAGOULA BID TABULATION
 BID 361--Concrete

#	Item Description	BIDDERS: Bayou Concrete	
		Pascagoula, MS	Mobile, AL
1	2500 PSI	\$ 106.00	\$ 96.00
2	3000 PSI	\$ 108.00	\$ 98.00
3	Pea Gravel Mis 3000PSI	\$ 110.00	\$ 100.00
4	Flowable Fill	\$ 82.00	\$ 87.00
Additives			
1	Calcium per lb 1%	\$ 5.00	\$ 3.00
2	Calcium per lb 2%	\$ 10.00	\$ 6.00
3	Super Plasticizer	\$ 5.00	\$ 4.50
4	Fiber Mesh	\$ 5.00	\$ 6.00

Terms and Delivery:

RECOMMENDATION: The recommendation is to award this bid to the low bidder, Bay Concrete, at the prices listed above. Bayou Concrete will be used as the secondary if Bay Concrete is unavailable.


 Division Head

City Manager Recommendation: () Concur () Do not Concur

 City Manager



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Public Works

Contact Name: Jaci Turner

Phone: 938-6726

Recommendation to Award Annual Sand Bid 364

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Award annual sand bid 364 to low bidder Miller Contracting of Pascagoula, MS, at a rate of \$7.25 per yard for 1000 yards or less, and \$6.75 per yard for over 1000 yards. Contract dates will be 10/5/2016-10/4/2017/ The bid tabulation and recommendation are attached.

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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CITY OF PASCAGOULA BID TABULATION
 BID 364--SAND OPENED 07/23/2016

#	Item Description	BIDDERS:							
		Mallette Brothers Gautier, MS	Manning Trucking Pascagoula, MS	Miller Contracting Pascagoula, MS	Whitehead Const. Pascagoula, MS	Talley Constructor Pascagoula, MS	Dirt, INC. Mobile, AL		
1	Sand, 1000 yds or less	\$ 12.00	\$ 9.45	\$ 7.25	\$ 10.95	\$ 10.00	\$ 18.00		
2	Sand, greater than 1000 yds	\$ 12.00	\$ 9.45	\$ 6.75	\$ 10.95	\$ 9.25	\$ 17.00		
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
	Terms and Delivery:								

Notes:

RECOMMENDATION: The recommendation is to award this bid to the low bidder, Miller Contracting, at a price of \$7.25 per yard for 1000 yards or less, and \$6.75 per yard for over 1000 yards. A representative sample of sand was inspected and approved by Danny Meyers, Street Department Manager in Public Works. Contract dates will be 8/17/2016-8/16/2017.

X 
 Divison Head

City Manager Recommendation: () Concur () Do not concur

X _____
 City Manager



AGENDA ITEM REQUEST FORM

Meeting Date: 10-4-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Recreational Trails Program FY16 Award Rejection

Attach additional information as necessary

Action Requested:

Authorize the Mayor to execute the letter rejecting the Recreational Trails Program FY16 award.

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 checked="" 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

October 4, 2016

Terry McDill, Administrator
Outdoor Recreation Grants
MS Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211-6347

Dear Mr. McDill:

The City appreciates the Recreational Trails FY16 grant award for the I.G. Levy Environmental Education Trail. Council voted not to accept the award due to budget restraints. I extend my apologies for any administrative inconvenience this caused the Mississippi Department of Wildlife Fisheries, and Parks. We hope that rejection of the award does not reflect negatively on future applications.

Sincerely,

Harry J. Blevins
Mayor



AGENDA ITEM REQUEST FORM

Meeting Date: 10/04/16

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

FY16 Justice Assistance Grant

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Council approval requested to accept award documents for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) for the amount of \$17,786 with no match. Authorize the mayor to execute documents. The Police Department plans to apply the funds to the purchase of updated front interior and rear lighting for police vehicles.

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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U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 8, 2016

The Honorable Harry J. Blevins
City of Pascagoula
P. O. Drawer 908
Pascagoula, MS 39568-0908

Dear Mayor Blevins:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$17,786 for City of Pascagoula.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Erich W. Dietrich, Program Manager at (202) 616-1733; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs
U.S. Department of Justice
810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

September 8, 2016

The Honorable Harry J. Blevins
City of Pascagoula
P. O. Drawer 908
Pascagoula, MS 39568-0908

Dear Mayor Blevins:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

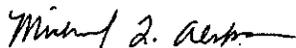
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pascagoula P. O. Drawer 908 Pascagoula, MS 39568-0908		4. AWARD NUMBER: 2016-DJ-BX-0113				
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017				
2a. GRANTEE IRS/VENDOR NO. 646000950		6. AWARD DATE 09/08/2016	7. ACTION Initial			
2b. GRANTEE DUNS NO. 131064284		8. SUPPLEMENT NUMBER 00				
3. PROJECT TITLE FY16 City of Pascagoula JAG Officer Vehicle Visibility Project		9. PREVIOUS AWARD AMOUNT \$ 0				
		10. AMOUNT OF THIS AWARD \$ 17,786				
		11. TOTAL AWARD \$ 17,786				
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).						
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.						
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program						
15. METHOD OF PAYMENT GPRS						
AGENCY APPROVAL		GRANTEE ACCEPTANCE				
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Harry J. Blevins Mayor				
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE			
AGENCY USE ONLY						
20. ACCOUNTING CLASSIFICATION CODES		21. RDJUGT1068				
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG. SUB.	POMS	AMOUNT
X	B	DJ	80	00	00	17786



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPR), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 12

PROJECT NUMBER 2016-DJ-BX-0113

AWARD DATE 09/08/2016

SPECIAL CONDITIONS

45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Pascagoula

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER 2016-DJ-BX-0113	PAGE 1 OF 1
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This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Erich W. Dietrich
(202) 616-1733

2. PROJECT DIRECTOR (Name, address & telephone number)

Aleta Raley
Grants Accounting Specialist
P. O. Drawer 908
Pascagoula, MS 39568-0908
(228) 938-2351

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY16 City of Pascagoula JAG Officer Vehicle Visibility Project

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2017

9. AMOUNT OF AWARD

\$ 17,786

10. DATE OF AWARD

09/08/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

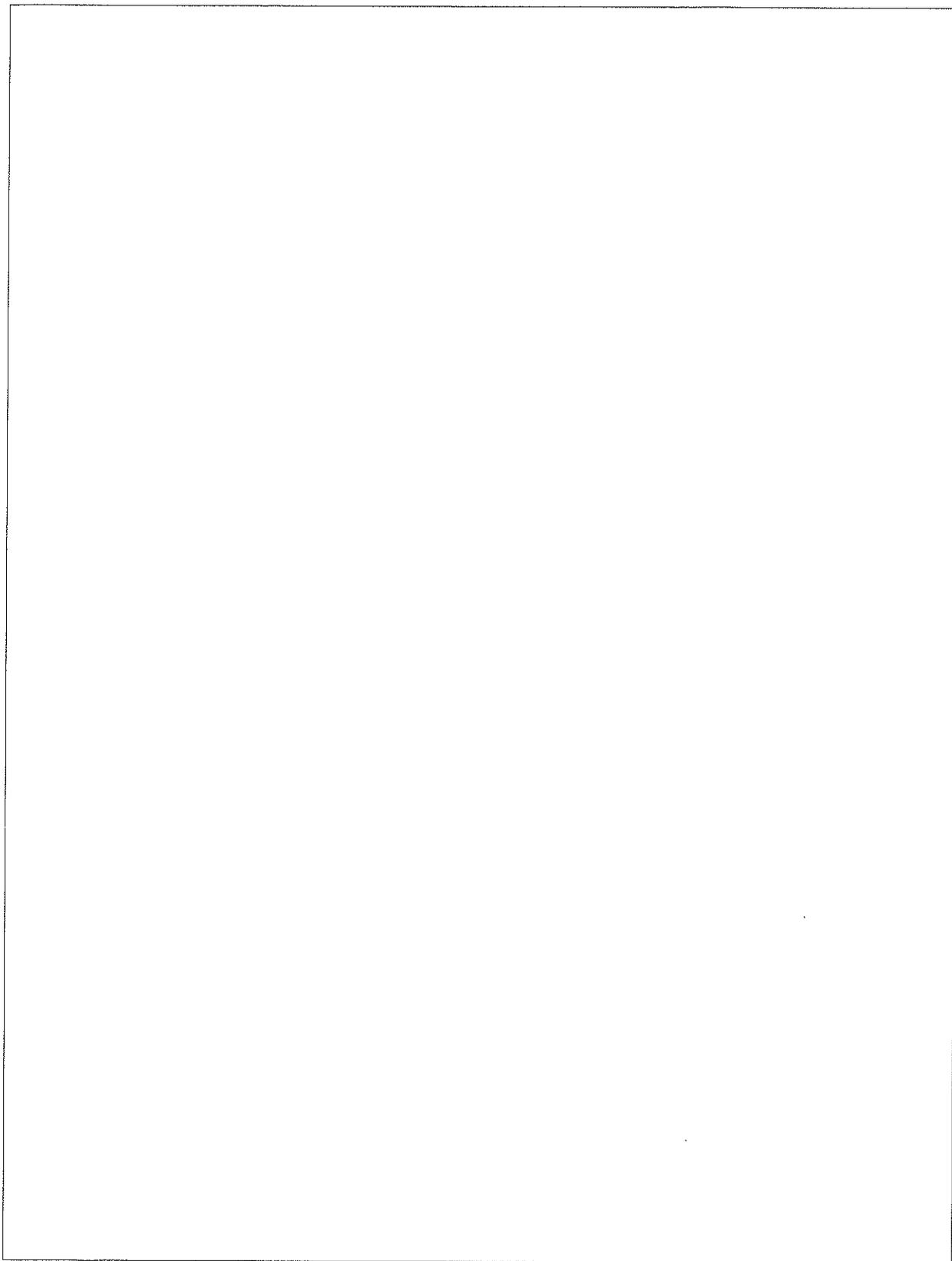
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the JAG award to purchase law enforcement equipment. Specific purchases will include upgraded police cruiser lighting. The goals of this project are to enhance both law enforcement operations and officer safety. NCA/NCF





AGENDA ITEM REQUEST FORM

Meeting Date: Oct. 4, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Miscellaneous Engineering Services RFP Solicitation

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Authorize the City Clerk to advertise for proposals for Miscellaneous Engineering Services. Contracts in place currently will expire in February, and will reflect 4 years under contract. Proposals will be solicited and evaluated, and a recommendation will be brought to Council for approval, followed by contracts to be executed.

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



AGENDA ITEM REQUEST FORM

Meeting Date: Oct. 4, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Amendment 1 to Task Order 5 with BMA regarding utility improvements along Hospital Road

Attach additional information as necessary

Action Requested:

Approve the attached amendment with BMA reflecting an increase in scope and cost relative to the utility design work associated with the Hospital Road MDOT project. The increase is directly related to CSX permitting activities and with and unanticipated design of a relocated sewer lift station. Authorize the City Manager to execute the amendment.

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
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TASK ORDER No. 5 (AMENDMENT NO. 1)
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

ORIGINAL

PROJECT NAME: Hospital Road Infrastructure Repairs

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 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 checked="" 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: Infrastructure repairs and permitting relative to the Hospital Road Improvements Project

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: Civil design of water, sewer and gas utility improvements, and related MDOT and CSX Permitting along Hospital Road. The proposed improvements will be incorporated as non-participating work into the Hospital Road Improvements Project. This scope also includes a budget for construction administration for utility related items to be used as necessary.

Timeline and Milestones: Final construction documents will be completed consistent with completion of P S & E assembly for the Hospital Road Improvements Project.

Cost and Method of Compensation (Lump Sum or Hourly Rates): Combination of Lump Sum and Hourly, not-to-exceed

(see attached Exhibit B).

AMENDMENT NO. 1 – PUMP STATION MODIFICATION

Add \$12,000.00, for a total revised fee of \$50,500.00 for replacement of Duplex Pump Station at Hospital Road and Old Mobile Highway and continued, ongoing coordination with CSX Railroad for a permit.

DBA 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 2/5/2013, Amendment #1 dated 1/15/14, Amendment #2 dated 2/4/15, and Amendment #3 dated 1/3/2016.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: Dax Alexander

DATE: 9/23/16

BROWN, MITCHELL & ALEXANDER, INC.

FOR: CITY OF PASCAGOULA
PROJECT: Hospital Road Infrastructure Repairs
BMA PROJECT# 12- 3340A-05

EXHIBIT B TO TASK ORDER 5 Amendment #1

TASK WORKSHEET: 04/17/15

TASK	FEE FORMAT	TOTAL FEE
1. CIVIL DESIGN (Water, Sewer, Gas improvements, construction documents, PS&E submittal)	Hourly (Not to Exceed)	\$32,000
2. PERMITTING	Hourly (Not to Exceed)	\$3,500
3. CONSTRUCTION ADMINISTRATION/ RPR (FOR NON PARTICIPATING WORK)	Hourly (Not to Exceed)	\$3,000
SUBTOTAL - TASK ORDER 5 (FEE)		\$38,500
AMENDMENT NO. 1		
4. REPLACEMENT OF DUPLEX SEWER PUMP STATION	Hourly (Not to Exceed)	\$8,250
2. CONTINUED PERMITTING - CSX	Hourly (Not to Exceed)	\$3,750
SUBTOTAL - TASK ORDER 5 AMENDMENT NO.		\$12,000
TOTAL TASK FEES + AMEND NO. 1		\$50,500
Reimbursable Expenses		\$0
ESTIMATED TOTAL FEE		\$50,500



AGENDA ITEM REQUEST FORM

Meeting Date: Oct. 4, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner Phone: 938-6726

Amendment 4 with BMA regarding contract for MDOT Hospital Road project

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve the attached amendment with BMA regarding the MDOT LPA funded Hospital Road project. This amendment reflects additional scope relative to preparation of two separate bid documents and managing two separate design and bid evaluation efforts. The project was broken into two phases to get the southern portion completed more expeditiously. Phase I will be constructed sooner, including the area from Old Mobile Highway north to Tupelo. The section north of there, which includes required CSX permitting efforts, will be completed subsequently. Authorize the City Manager to execute the amendment.

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 checked="" type="checkbox"/>	Other

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

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**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

www.bmaengineers.com

September 22, 2016

Ms. Jaci Turner, Program Manager
City of Pascagoula
603 Watts Avenue
Pascagoula, Mississippi 39567

**RE: Standard Form of Agreement between Owner and Engineer
Hospital Road Improvements Project
Pascagoula, Jackson County, Mississippi**

Dear Ms. Turner:

Enclosed for your review are two (2) originals of Amendment No. 4 to the above referenced project.

The City has requested that the above project be constructed in two (2) separate phases. This amendment has been prepared to increase the scope of professional services in order to modify the construction plans to create two (2) sets of construction documents, provide additional bidding assistance, and to prepare an additional PS&E Assembly package as required by MDOT. Total increase in contract amount as a result of this Amendment No. 4 is \$31,400.00 for a total contract amount of \$259,400.00.

Upon your review and approval by Council, please have Mr. Huffman execute in the space provided and return one fully executed original back to us for our records.

As always, should you have any questions, please do not hesitate to contact myself at (228) 864-7612 or Benjamin Smith, P.E., Project Engineer at (228) 436-7612. As always, it is a pleasure working with you and the City of Pascagoula.

Sincerely,

Dax Alexander, P.E.
Principal

Enclosures

cc: Mr. Joe Huffman, City Manager



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

AMENDMENT NO. 4

To the Standard Form of Agreement for Design Services www.bmaengineers.com

between

City of Pascagoula, Mississippi
&
Brown, Mitchell & Alexander, Inc.

ORIGINAL

Hospital Road Improvements Project

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 6th day of November, 2012, between the City of Pascagoula (Owner) and Brown, Mitchell & Alexander, Inc. (Engineer), providing for Professional Engineering Services relative to the design and construction of improvements to Hospital Road.

City of Pascagoula has requested that the project be constructed in two (2) separate phases therefore requiring modification to construction plans to create two (2) separate set of construction documents. As a result of this, the scope of the Agreement requires amending as follows:

1. Exhibit A, PART 1 – BASIC SERVICES

Revise A1.03 - *Final Design Phase*, Section C to read as follows:

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER'S compensation has been established under this Agreement is **TWO**.

2. Exhibit A, PART 2 – ADDITIONAL SERVICES

Add A2.01.A22.l – *Additional Design Services (Phase 2)* to the contract.

Add A2.01.A22.m – *Additional PS&E Assembly Services (Phase 2)* to the contract.

Add A2.01.A22.n – *Additional Bidding Assistance Services (Phase 2)* to the contract.

A2.03.F – *Separate Bid Packages*

Delete the exclusion of services for *Separate Bid Packages* from the contract in its entirety.

3. EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER

Add C4.02.A13 – *Additional Design Services (Phase 2)*

Due to these services being added to the contract, add a **lump sum amount equal to \$6,400.00** for these additional services.

Add C4.02.A14 – *Additional PS&E Assembly Services (Phase 2)*

Due to these services being added to the contract, add a **lump sum amount equal to \$16,500.00** for these additional services.

Add C4.02.A15 – *Additional Bidding Assistance Services (Phase 2)*

Due to these services being added to the contract, add a **lump sum amount equal to \$8,500.00** for these additional services.

Total revised contract amount due to above additions is **\$259,400.00** including Basic Services and all Additional Services.

This AMENDMENT 4 is hereby made a part of and incorporated into the original Agreement, dated November 6, 2012, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this ____ day of _____, 2016.

OWNER:
City of Pascagoula

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Joseph Huffman
City Manager

Dax Alexander
Dax Alexander, P.E.
President

Address for giving notice:
603 Watts Avenue
Pascagoula, MS 39567

401 Cowan Road – Suite A
Gulfport, MS 39507



AGENDA ITEM REQUEST FORM

Meeting Date: Oct. 4, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Task Order with BMA to complete investigation steps toward storm drain and sanitary sewer improvements around Buena Vista and Williams

Attach additional information as necessary

Action Requested:

Approve the attached task order with BMA to complete investigative and modeling services associated with storm drain and sanitary sewer systems around Buena Vista and Williams Streets. The task order will be modified to include full design services based on the scope defined at the conclusion of this task order. Funding is programmed through bond fund proceeds. Authorize the City Manager to execute 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 checked="" type="checkbox"/>	Other

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

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

ORIGINAL

TASK ORDER No. 8
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Buena Vista & Williams Street Area Storm Drain &
Sewer System Analysis

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 checked="" 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 checked="" type="checkbox"/> Study / Report | <input type="checkbox"/> Grant Application Preparation | <input type="checkbox"/> Other (described below) |

Owner's General Description of Project: Engineering analysis of the existing storm drain
and sanitary sewer systems in the Buena Vista & Williams Street Area.

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: Professional engineering services to include a topographic survey and CCTV inspection survey of existing storm drain and sanitary sewer systems; preparation of a hydraulic model and evaluation of proposed improvements; preparation of a final report to include recommendations and opinion of costs for proposed improvements based on our assessment.

Timeline and Milestones: Final report will be completed within ninety (90) days of authorization to proceed.

Cost and Method of Compensation (Lump Sum or Hourly Rates): Combination Hourly and Unit Price (CCTV), not-to-exceed \$104,800 (see attached Exhibits A, B & C).

DBA 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 2/5/2013, Amendment #1 dated 1/15/14, Amendment #2 dated 2/4/15 and Amendment #3 dated 1/3/16.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: Dux Alexander

DATE: 9/27/16

BROWN, MITCHELL & ALEXANDER, INC.

FOR: CITY OF PASCAGOULA

PROJECT: BUENA VISTA & WILLIAMS STREET AREA
STORM DRAIN AND SANITARY SEWER SYSTEM ANALYSIS

BMA PROJECT# 12- 3340A-08

**EXHIBIT A TO TASK ORDER 8
(FEE SUMMARY)**

TASK WORKSHEET: 09/27/16

TASK	FEE FORMAT	TOTAL FEE
SCHEDULE 1 - SANITARY SEWER ASSESSMENT	Combination Hourly & Unit Price (Not to Exceed)	\$31,454
SCHEDULE 2 - STORM DRAINAGE ASSESSMENT	Combination Hourly & Unit Price (Not to Exceed)	\$72,800
ESTIMATED TASK FEE (ROUNDED)		\$104,300
REIMBURSEABLE EXPENSES		\$500
ESTIMATED TOTAL FEE *		\$104,800

*SEE ATTACHED EXHIBIT B FOR BREAKDOWN OF FEE

BROWN, MITCHELL & ALEXANDER, INC.
FOR: CITY OF PASCAGOULA
PROJECT: BUENA VISTA & WILLIAMS STREET AREA
STORM DRAIN AND SANITARY SEWER SYSTEM ANALYSIS

BMA PROJECT# 12- 3340A-08

EXHIBIT B TO TASK ORDER 8

TASK WORKSHEET: 09/27/16

WORK DESCRIPTION	Engineering Staff				Survey Staff			Drafting			Administration Staff		Subtotal Manhour Costs
	Eng. Intern	Eng. I	Eng. IV	Eng. II	One-man	Two-man	CADD Tech II	Admin II	Admin I				
WORK DESCRIPTION													
SCHEDULE 1 - SANITARY SEWER ASSESSMENT													
Task 1: Survey & Inspection													
Task 1A: Topographic Survey of Existing Sewer & Drainage Systems	4		4	9	18	14							\$ 5,286.00
Task 1B: CCTV Inspection of Existing Sewer & Drainage Systems	4	22	3	See Attached Schedule - Exhibit C									\$ 19,110.30
Task 2: Modeling and Assessment of existing sewer & drainage systems	6	16	4				8	5	3				\$ 3,972.00
Task 3: Preparation of Assessment Report for sewer and drainage systems													\$ 3,972.00
SUBTOTAL - SCHEDULE 1 (SANITARY SEWER ASSESSMENT)													\$ 31,454.30
SCHEDULE 2 - STORM DRAINAGE ASSESSMENT													
Task 1: Survey & Inspection													
Task 1A: Topographic Survey of Existing Sewer & Drainage Systems	4		4	9	18	14							\$ 5,286.00
Task 1B: CCTV Inspection of Existing Sewer & Drainage Systems	8	50	5	See Attached Schedule - Exhibit C									\$ 56,883.75
Task 2: Modeling and Assessment of existing sewer & drainage systems	6	16	4				8	5	3				\$ 6,668.00
Task 3: Preparation of Assessment Report for sewer and drainage systems													\$ 3,972.00
SUBTOTAL - SCHEDULE 2 (STORM DRAINAGE ASSESSMENT)													\$ 72,799.75
											LABOR TOTAL	\$ 104,254.05	
											Reimbursable Expenses	\$ 500.00	
											ESTIMATED TOTAL FEE (ROUNDED)	\$ 104,800.00	

BROWN, MITCHELL & ALEXANDER, INC.

FOR: CITY OF PASCAGOULA

PROJECT: BUENA VISTA & WILLIAMS STREET AREA
STORM DRAIN AND SANITARY SEWER SYSTEM ANALYSIS

BMA PROJECT# 12- 3340A-08

EXHIBIT C TO TASK ORDER 8 *

TASK WORKSHEET: 09/27/16

Item#	Description	Pipe Size	Quantity	Units	Unit Price	Total
1	Mobilization		1	EA	\$825.00	\$825.00
Schedule 1 - Sanitary Sewer						
2	CCTV	6"-15"	5780	LF	\$1.38	\$7,947.50
3	Normal Cleaning	6"-12"	5480	LF	\$1.49	\$8,137.80
4	Normal Cleaning	15"	300	LF	\$2.75	\$825.00
5	Heavy Cleaning (ADDER)	6"-12"	800	LF	\$1.10	\$880.00
6	Heavy Cleaning (ADDER)	15"	300	LF	\$1.65	\$495.00
Subtotal - Schedule 1 (Sanitary Sewer)						\$19,110.30
Schedule 2 - Storm Drainage						
7	CCTV	< 15"	5420	LF	\$2.20	\$11,924.00
8	CCTV	18"-24"	2530	LF	\$2.75	\$6,957.50
9	Normal Cleaning	< 15"	5420	LF	\$3.58	\$19,376.50
10	Normal Cleaning	18"	1700	LF	\$5.50	\$9,350.00
11	Normal Cleaning	24"	830	LF	\$6.88	\$5,706.25
12	Heavy Cleaning (ADDER)	< 15"	800	LF	\$1.93	\$1,540.00
13	Heavy Cleaning (ADDER)	18"	300	LF	\$2.92	\$874.50
14	Heavy Cleaning (ADDER)	24"	300	LF	\$3.85	\$1,155.00
Subtotal - Schedule 2 (Storm Drainage)						\$56,883.75
TOTAL						\$75,994.05

*NOTE: CCTV SURVEY IS BASED ON AN ANTICIPATED LINEAR FOOTAGE OF PIPE TO BE INSPECTED. ACTUAL FOOTAGE AND PRICING WILL BE SUBJECT TO CHANGE ACCORDING TO FIELD OBSERVATIONS. ANY CHANGES RESULTING IN AN INCREASE IN THE LISTED NTE COST WILL BE COORDINATED WITH CITY ENGINEER BEFORE PROCEEDING.



AGENDA ITEM REQUEST FORM

Meeting Date: 10/4/16

Submitting Department or Individual: City Manager

Contact Name: _____

Phone: _____

Agenda Topic: Appointment to the Jackson County Board of Supervisors-Project Coordination Committee for Jackson County Bicycle and Pedestrian Plan.

Attach additional information as necessary

Action Requested:

Direct the City Manager to designate a staff member to serve on the Coordination Committee

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

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JACKSON COUNTY BOARD OF SUPERVISORS OFFICE OF THE COUNTY ADMINISTRATOR

2915 CANTY STREET, SUITE H | P.O. BOX 998 | PASCAGOULA, MS 39568
OFFICE: 228-769-3088 | FAX: 228-769-3348

September 22, 2016

SEP 27 2016

The Honorable Harry J. Blevins
Mayor, City of Pascagoula
603 Watts Avenue/P.O. Drawer 908
Pascagoula, MS 39568

Re: Project Coordination Committee Appointment
Jackson County Bicycle and Pedestrian Plan

Dear Mayor Blevins:

As you may know, Jackson County recently entered into a Memorandum of Understanding with the Mississippi Department of Transportation for the development of a County-wide Bicycle and Pedestrian Plan. To pursue a collaborative effort, the County requests that each City appoint a representative to serve on the project coordination committee. The primary objectives of the committee will be to:

- assist in developing a preliminary scope of work within the budget constraints,
- participate in the selection and procurement of a consultant, and
- be the primary point of contact for the City throughout the project.

Committee meetings will be held during regular business hours, and will include a representative of each City, the Gulf Regional Planning Commission, and representatives from Jackson County. Other opportunities for input and public involvement will be afforded during the project.

The County would like to schedule the first committee meeting during the month of October. Therefore, we request that the City appoint someone to serve on this committee as quickly as possible. If you have any questions regarding this request, please contact me.

Sincerely,

A handwritten signature in black ink that reads "W. Brian Fulton".

W. Brian Fulton
County Administrator

cc: Melton Harris, Jr., President, Jackson County Board of Supervisors
Joe Huffman, City Manager, City of Pascagoula ✓
Jen Dearman, Director of Community and Economic Development, City of Pascagoula
Jeff Loftus, Senior Planner, Gulf Regional Planning Commission



Agenda Number: 20

AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Finance

Contact Name: Sherria Trosclair

Phone: 938-6610

Agenda Topic: Renewal of Flood Insurance for 8 City Locations

Attach additional information as necessary

Action Requested:

Council approval of renewal of flood insurance for 8 city locations. Manual check approval is requested for timely payment to Lemon-Mohler Insurance as noted on attached spreadsheet. The decrease in the premium cost from last year is \$3,961.

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

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

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Renewal Wright Natioal Flood Insurance 8 Locations September 2016

POLICY	LOCATION	Valuation	*****2016*****		*****2017 Recommendations*****			
			Premium	Coverage Bldg/Contents	Premium	Coverage Bldg/Contents	Premium Incr(Decr)	Deduct- ible
1	1150567300 4523 Pine Street Lift Station	\$ 5,240	\$ 1,014	\$66,000/\$0	\$ 659	\$31,000/\$0	\$ (355)	1000
2	1150567309 2006 Magnolia Street Lift Stn	\$ 5,240	\$ 1,296	\$112,500/\$0.	\$ 1,019	\$55,000/\$0.	\$ (277)	2000
3	1150567310 1512 School Ave. Lift Station	\$ 8,430	\$ 2,091	\$213,000/\$0	\$ 874	\$53,000/\$0	\$ (1,217)	1250
4	1150568561 2505 Scoval Water Office	\$ 133,700	\$ 430	\$13,400/\$0	\$ 451	\$13,400/\$0	\$ 21	1000
*5	1150568560 Dixie Yth Ryals Ellis 1719 Tucker	\$ 10,000	\$ 580	\$0/\$22,400	\$ -	drop	\$ -	0
6	1150568559 3928 Nathan Hale Scranton Nat	\$ 240,000	\$ 971	\$37,100/\$24,400	\$ 957	\$240,000/\$24,400	\$ (14)	1000
**7	1150568557 2511 Criswell Wtr Trt Plant	\$ 1,500,000	\$ 2,885	\$500,000/\$0	\$ 1,008	\$500,000/\$0	\$ (1,877)	1250
8	1150568558 2511 Criswell Bldg. w/controls	\$ 5,150	\$ 579	\$14,200/\$11,100	\$ 337	\$14,200/\$11,100	\$ (242)	1000
		\$ 1,907,760	\$ 9,846		\$ 5,305		\$ (3,961)	

NOTES:

- * Recommend non-renewal of policy. The city has no contents to insure
- ** EXCESSIVE FLOOD INCLUDED IN PROPERTY INSURANCE
(As required by FEMA from Katrina Repairs)
- *** Original renewal quotes w/o changes totaled \$ 10,988 for 2017. Proposed savings is \$5,683 by reviewing/requoting.



AGENDA ITEM REQUEST FORM

Meeting Date: 10-04-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Resolution Authorizing Preliminary Approval of Tax Abatement Request

Attach additional information as necessary

Action Requested:

Approve resolution providing preliminary approval for tax abatement request by Gulf Coast Sav-Rex.

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 PROVIDING PRELIMINARY APPROVAL FOR
TAX ABATEMENT REQUEST BY GULF COAST SAV-REX**

WHEREAS, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about January 18, 2011, established a policy for the granting of such exemptions; and

WHEREAS, Gulf Coast Sav-Rex, has applied for a building permit for the purpose of establishing a pharmacy at the location on 1965 Market Street and has now made application to the City Council for preliminary approval of an abatement request for renovation improvements on certain property in the Central Business District that are expected to equal or exceed \$70,000 in value; and

WHEREAS, the application for the abatement is attached hereto as Exhibit A and the construction permit is attached hereto as Exhibit B; and

WHEREAS, the Planning and Building Department of the City of Pascagoula, which is responsible for the oversight of the construction of this project, has recommended to the Council that a preliminary approval of the tax abatement request be granted:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA AS FOLLOWS:

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of Gulf Coast Sav-Rex, for preliminary approval of a tax abatement on the “Gulf Coast Sav-Rex Project” is hereby granted.

SECTION 3. This preliminary approval shall be for a tax abatement for a period of seven (7) years and 80% of the value of the improvements to the Applicant’s property.

SECTION 4. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the

Planning and Building Department of the City of Pascagoula and in strict conformance with the policy guidelines adopted by this Council on January 18, 2011.

SECTION 5. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning and Building Department of the City of Pascagoula and a certificate of occupancy has been issued.

EXHIBIT A



Central Business District Tax Exemption Application

Name of Applicant: Rhonda Kay Clark

Applicant's Address: 1010 Boxwood St.

City, State, Zip Code: Pascagoula, MS 39567

Phone: 228-366-0944 Fax: 228-471-5914

Email: rhonda.clark@scwrex.com Is this an existing business? YES NO

Business Name: Gulf Coast SUV-REX

Business Address: 1965 Market St. Pascagoula, MS 39567

Business Scope: _____

Value of Renovation Costs: \$ 70,000.00 Projected sales tax to be generated: \$ _____

Number of jobs created during: Construction: _____ Operations: _____

Average salary of operations jobs created: \$ _____ Do the jobs include benefits? YES NO

How long has the building/site been vacant? 3yrs Is the development in the CBD? YES NO

Is the development in the URA? YES NO Is it a targeted URA property? YES NO

Can you describe your community service and involvement? (i.e. sponsoring events, sports teams, school activities, Chamber programs, etc.)

We will sponsor events, health fairs, contribute to the soccer & baseball teams

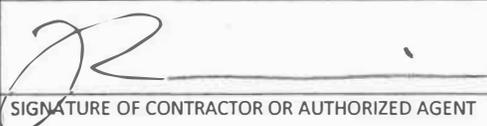
Building and landscaping plans are required to evaluate a tax exemption application. Please submit these to the Director of Planning and Building once developed.

By signing below, I hereby confirm that I am an authorized representative of the applicant and that the information provided is truthful to the best of my knowledge. Furthermore, I understand that this tax exemption will be approved or denied, or the exemption term or amounts reduced at the sole discretion of the City Council of the City of Pascagoula as per the Order by which the tax exemption policy was established.

Signature of Applicant: [Handwritten Signature] Date: 9-13-16

City of Pascagoula
Building Permit

PERMIT# 381382

Contractor RHM CONSTRUCTION, INC		License No	Phone 228-251-331-5094	Permit Date 06/23/2016
Owner CLARK HOLDINGS LLC	Owner Address , 1010 BOXWOOD ST, PASCAGOULA, MS 39567			Phone
Job Address 1965 MARKET ST		City, State Zip PASCAGOULA, MS,		
Use of Building			Flood Zone Information BASEFLOOD ELEV PROVIDED	
Description of Work WILL INSTALL A DRIVE THRU WINDOW FOR THE SAV-REX PHARMACY				
Remarks				
Valuation of Work:		1500		Permit Fee: 27.00
		Type of Construction	Occupancy Group	
Permit Issued By AK	Date 06/23/2016	Sq Ft. Living Area	Occupancy Work Type COMM REPAIRS	
<p align="center">NOTICE</p> <p>THIS PERMIT IS ISSUED SUBJECT TO THE PARTY TO WHOM IT IS ISSUED FULLY COMPLYING WITH ALL REQUIREMENTS OF THE BUILDING CODE AND ALL PERTINENT LAWS AND ORDINANCES REGULATING THE USE AND CONSTRUCTION OF STRUCTURES AND THE WORK AUTHORIZED BY THIS PERMIT, OTHERWISE IT SHALL BECOME VOID AND THE PARTY LIABLE TO SUCH PENAL TIES AS MAY BE PROVIDED FOR VIOLATION OF SAID ORDINANCES.</p> <p>THIS PERMIT WILL BECOME NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED HAS NOT COMMENCED WITHIN 3 MONTHS AFTER ISSUANCE. THE WORK AUTHORIZED UNDER THIS PERMIT SHALL BE COMPLETED WITHIN (8) MONTHS OF THE DATE IT IS ISSUED. A PERMIT HOLDER SEEKING AN EXTENSION SHALL SUBMIT A WRITTEN REQUEST TO THE BUILDING OFFICIAL.</p> <p>I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION</p>		Sq Ft. Accessory Area	Zoning Class CC	Foundation
		Number of Stories	Bedrooms	Baths
		Parcel Number 41940157.000		
		Legal Description		
		Comments		
 SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT		6/23/16 DATE		
SIGNATURE OF OWNER (IF OWNER BUILDER)		DATE		



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Grounds Maintenance Agreement Extension Request

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute an amendment of the Grounds Maintenance Agreement with Turf Masters Lawn Care, Inc. to reflect a 2.5% reduction in the costs associated with the agreement effective immediately. Also, authorize the City Manager to execute an extension of the Grounds Maintenance Agreement with Turf Masters Lawn Care, Inc. for two years starting on August 1, 2017 and ending on July 31, 2019. The amount of the agreement shall be \$706,591.69. This includes a total reduction in charges of 2.5% or \$18,117.74 per year.

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

CITY OF PASCAGOULA

GROUNDS MAINTENANCE

Highly visible medians, water wells, lift stations, alleyways, residential medians, rights of way, main thoroughfares, ball fields, parks, cemeteries, and various City property.

**P.O. Drawer 908
Pascagoula, MS 39568**

CITY OF PASCAGOULA

GROUNDS MAINTENANCE

This amended Agreement made and entered into on the 4th day of October, 2016, by and between The City of Pascagoula, Mississippi, acting by and through its City Council hereinafter referred to as "City" and Turf Masters Lawn Care, Inc. hereinafter referred to as "Company".

WITNESS:

WHEREAS, City is desirous of securing the services of a private firm or person to perform all the labor including, but not limited to mowing, trimming, trash pickup, and disposal of excessive grass clippings for City Properties listed in Exhibit "A" under the terms and conditions specified herein:

Whereas, the Company is desirous of providing ground maintenance-highly visible medians services.

NOW, THEREFORE, IT IS HEREBY 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 | Right-of-Way | Road sides or banks of road up to 10 feet wide. |

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. Either party may terminate the Agreement, at the end of any term, with ninety (90) days prior written notice by certified mail. The original term shall begin on **August 1, 2014**, and continue through **July 31, 2017**. **This agreement has been further extended as of October 4, 2016 for the period of August 1, 2017 through July 31, 2019.**

The City reserves the right to continue said contract at the end of any term on a month-to-month basis for up to six (6) months 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 (not to be less than the rate in effect at the end of the most recent term).

3. SCOPE OF WORK:

- 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 mowing, trimming, trash and debris pickup, and disposal of grass clippings within the right of way.
- 3.2** 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 toward a rate for any additions. In the event of the removal of an area, the Company shall not be paid for the area.
- 3.3** The Company shall not modify the schedule as set forth in Section 13.1, without prior written approval of the City.

3.4 Cost of Work

The City shall pay to the Company (Turf Masters Lawn Care, Inc.) up to seven hundred six thousand, five hundred ninety one dollars and sixty eight cents (\$706,591.68) per year based on the revised Exhibit A.1, attached.

3.5 Change in Work

The Company agrees to hold prices firm through the entire term of the agreement, the only variable would be a fuel surcharge should the price of gasoline exceed \$3.50 per gallon, a total increase not to exceed 2% of total contract price.

3.6 CUTTING RESTRICTIONS

The Company shall not mow or work any site when the ground is soft to the point that ruts from mowers, tractors, etc. will be left in the surface.

- In cases where grass cannot be mowed for 48 hours after the scheduled date the Parks and Recreation Director, or his 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 that the cutting is cancelled, payment will not be made.
- 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.
- All other grass shall be cut to a height of 1 ½" — 2".

3.7 CURB, SIDEWALK, AND MEDIAN RESTRICTIONS:

- Grass shall be removed from all the concrete curbs, sidewalks and concrete medians at the onset of the contract and with every cutting.
- The method used to control the grass shall not damage the structure being maintained.
- 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

3.8 TRIMMING RESTRICTIONS:

- All poles, trees, shrubs, fences and etc. will be trimmed with a string trimmer or other suitable device at every scheduled cut.
- Parking lots and any other paved areas, concrete, brick or wood surfaces shall be free from grass clippings.

3.9 TRASH AND DEBRIS RESTRICTIONS

- 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.
- Collected debris will not be left overnight at the job site.
- The Company will not burn any such material on City property. Any material shredded during the cutting process shall be raked up and removed.
- Trash shall be picked up at every job site at every scheduled cutting or trimming.

3.10 The Company shall provide toilet facilities for its employees.

3.11 The Company must remove its equipment from the various job-sites each night. No overnight storage of equipment or material on City property shall be permitted.

- 3.12** If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.
- 3.13** If needed, the Company shall make arrangements for a source of electricity.
- 3.14** The Company will provide all of the labor, equipment, machinery and supervision necessary to carry out 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 responsibility to ensure the work is completed.
- 3.15** The Company represents that each site to be maintained has been inspected and accepts the conditions that exist on all such sites "as is" with regard to proposed size, length, ground condition or other matters. The City makes no warranties.
- 3.16** 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 Parks and Recreation Department.

This agreement was amended as of October 6, 2015 to reflect a revised Exhibit A. This agreement is further amended as of October 4, 2016 to reflect a revised Exhibit A.1.

4. POINT OF CONTACT

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

5. HOURS AND DAYS OF OPERATION.

- 5.1** Company's work shall not begin before 6:00 AM and may continue until sundown, Monday through Saturday, unless the Parks and Recreation Director, or his Designee, authorizes such work in writing 24 hours in advance.
- 5.2** The following holidays may be observed by the Company:
- New Year's Day
 - Martin Luther King Day
 - Independence Day
 - Thanksgiving Day
 - Christmas Day

6. OFFICE:

- 6.1** The Company shall maintain an office or other such facilities within the service area through which they can be contacted by calling a local telephone number. The office shall be equipped with a telephone and a fax machine, and shall have a responsible person in charge from 8 AM to 5 PM Monday through Friday.
- 6.2** A cell phone number shall be given to the Parks and Recreation Director and the Police Department for problems that may occur on weekends or after regular work hours.

7. INDEMNITY:

- 10.1 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.
- 10.2 Each driver shall, at all times, carry a valid State of Mississippi Commercial Driver's License for the type of vehicle being driven.
- 10.3 The Company shall provide operating and safety training for all personnel.
- 10.4 The Company shall deny no person employment for reasons of age, race, color, sex, creed, religion, national origin, disability or veteran status. The Company shall comply with all local, state, and federal regulations concerning employment practices.
- 10.5 All persons employed by the Company shall be competent, skilled and qualified in the performance of work to which they are assigned.
- 10.6 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 performance of their duties.
- 10.7 At no time shall Company's employees solicit, request or receive gratuities of any kind.
- 10.8 The Company shall inform its employees that anyone who engages in misconduct or is incompetent or negligent in the proper performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Company.

11. EQUIPMENT:

- 11.1 The Company shall provide safe and adequate equipment in good mechanical condition, sufficient to perform the work contemplated under the contract.
- 11.2 The City shall have the right to inspect the equipment and any equipment records related to the performance of this Agreement.

12. DISPUTES:

Any dispute or claim arising from this contract shall be made in writing and notice thereof provided to the other party within thirty (30) days of the event or occurrence-giving rise to the dispute or date of its discovery. Any dispute arising under this Agreement, which is not disposed of by agreement of the Company and the Parks and Recreation Director, or his designee, and may be resolved on request of either party by non-binding mediation. The parties must proceed diligently with contract performance. A claim for money must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information. Should the parties select non-binding mediation and the same does not resolve the dispute then either party may resort to the Circuit Court of Jackson County, Mississippi, for the ultimate resolution of the dispute.

13. STANDARDS FOR MEASURING RESULTS:

- 13.1 The Company owner or his designee shall meet the last Monday of each month with the Parks and Recreation Director or his designee to discuss performance of the Agreement and any quality controls desired by the City, if necessary.
- 13.2 It is the intent of this agreement to ensure the Company provides labor and maintenance associated with grounds upkeep. To this end the Company shall provide the City with a

yearly schedule of the work. The schedule shall be provided at the onset of the contract. The Parks and Recreation Director or his designee will then provide the Company with a list of changes for the next month at the monthly meeting.

13.3 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 7:00 AM the next day. Work under this Agreement shall be done in a professional and workmanlike manner. If work is believed to be unsatisfactory, the Inspector shall notify the Company in writing. The Company shall remedy the defective work within 24 hours of notification. Failure to remedy the defective work will result in the company not receiving compensation for that portion of work.

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

13.5 Unsatisfactory performance may result in fines being imposed on Company after written notice as provided in accordance with Section 18 and as set forth below.

Fines will be assessed on a per occurrence basis

A. \$50.00 Fine

- Failure to provide requested documents and reports as outlined in this Agreement.
- Failure to remove debris from a particular area as scheduled.
 - Failure to maintain maximum vegetative height, as outlined in this Agreement.
 - Failure to remove debris from worksite on day of scheduled cleaning.
 - Equipment left at job site overnight.
 - Failure to adhere to regulations 3.6, 3.7, 3.8 or 3.9

B. \$100.00 Fine

- Failure to repair damaged customer property.
- Not providing approved schedule.
- Changing schedule without proper notification.
- The misuse of chemicals that cause damage to property or that don't properly alleviate problem. Example: Chemical applied to kill grass and it does not die.
- Failure to keep scheduled meeting.

C. Non-payment

- Unsatisfactory or incomplete work for which written notice has been given.

14. BOND:

During the term of this contract, the Company shall furnish to the City a corporate surety bond or bonds as security for the performance of the covenants and conditions contained in this Contract. The surety bond shall be valued at \$100,000. The Company shall pay premiums for the bond and the Company shall furnish evidence of the payment of the premiums, from time to time, to the City, upon the City's request. The surety on the bond shall be a corporate surety company authorized to do business in the State of Mississippi and the attorneys in fact who sign the said bond must file with the bond a certified and dated copy of their Powers of Attorney. A single bond covering all contracts between Company and City shall be sufficient.

15. FORCE MAJEURE:

From and after the commencement date, 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 Company unless such cause or causes are a result of action or non-action by Company.

16. RECOURSE UPON DEFAULT:

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 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 tenth (10) working day in which the breaching party may commence to cure the default; (b) cure the breach or default at the expense of the breaching or defaulting party, and/or (c) have recourse to any other right or remedy to which it may be entitled by law. In the event either party waives default by the other party, such waiver shall not be construed or 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 Agreement.

17. NATURE OF AGREEMENT

This Agreement shall not constitute a franchise or exclusive right to perform any other work than that which is contemplated in this agreement. Nothing in this Agreement shall be construed as creating a joint venture, or an employer - employee relationship. Company is an independent contractor and is not an agent of the City.

18. 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. The addressees designated at these addresses 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
Attention: Parks and Recreation Director

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

19. 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.

20. LAW TO GOVERN:

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

21. SEVERABILITY:

In case of 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 affect 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.

22. MISCELLANEOUS

- 22.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.
- 22.2 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.
- 22.3 Neither party shall assign any portion of this Agreement, or the Agreement itself, to any third party without the express written permission of the non-assigning party.

Witness the signatures of the parties by their duly authorized representatives on this the _____ day of _____, 2015.

ATTEST:

The City of Pascagoula, Mississippi

Company Name

City Manager

Owner/President

Attest

Attest

By City Clerk

TURF MASTERS



LAWN CARE, INC.

September 21, 2016

Ms. Darcie Crew
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: Grounds Maintenance Agreement

Darcie

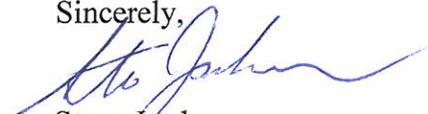
We would like to thank the City of Pascagoula for the confidence you showed in our company by contracting your Grounds Maintenance services with Turf Masters the past several years. I would like to propose a Two Year Extension of our current "Grounds Maintenance Agreement".

If this extension of our agreement is accepted, we would be willing to reduce our pricing on every job by 2-1/2% and holding these prices firm for the entire two-year term. This new pricing structure would save the City of Pascagoula \$36,146.36. We are able to provide this reduction due to a decrease and stability in the price of gasoline.

Again, we appreciate the opportunity to serve the City of Pascagoula and look forward to continuing our agreement.

Thanks in advance for your consideration of this matter, and please call if you have any questions.

Sincerely,



Steve Jordan

Pascagoula, MS 39581
Ph: 228-381-0152 Fx: 228-475-3691
E-Mail: steve.jordan@turfmasterslc.com



AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Park Facility Lighting Agreements

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute the attached agreements with MS Power for upgraded park security lighting and tennis court lighting at Beach Park, IG Levy North and South, IG Levy Tennis, Pascagoula Recreation Center and Pascagoula Inner Harbor.

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

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

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

MS Power Facility Lighting Proposals – Sept. 2016

Pascagoula Recreation Center:

Existing: 9 exterior HPS (high pressure sodium) security lights surrounding the facility. We currently pay \$265.00 per month for these leased lights.

New Service: 9 exterior LED (light emitting diode) security lights surrounding the facility. New charge for lease would be \$291.00 per month.

Beach Park:

Existing: 22 exterior HPS park lights on poles and 3 security lights in the park. We currently pay \$503.00 per month for the existing lighting lease.

New Service Option: 31 exterior LED park lights on new black poles and 3 security lights in the park. New charge for lease would be \$991.00 per month.

\$4563.00 one-time installation charge for west area of the park unless we provide trenching and conduit.

IG Levy Park, South:

Existing: 20 Halogen light fixtures on 11 poles (mixture of types). Our current electric bill, per month is \$815.50 on average, for the tennis center, skate park, restrooms and park lights.

New Service: 24 LED light fixtures on 11 new poles. New charge would be \$697.00 per month.

IG Levy Park, Tennis Center:

Existing: 48 Metal Halide Sports Lights on wooden poles. Our current electric bill for this facility is included in the IG Levy Park, South electric bill.

New Service: 48 each 315W LED fixtures on existing poles reaching 17 foot candles. New charge would be \$1511.00 per month.

New Service Option: 48 each 421W LED fixtures on existing poles reaching 22 foot candles. New charge would be \$1949.00 per month.

IG Levy Park, North:

Existing: 61 Halogen light fixtures on 32 poles (mixture of types). Our current electric bill is \$1030.00 per month on average, for the park lights, Scranton Nature Center, restrooms and soccer field.

New Service: 61 LED light fixtures on existing poles. New charge would be \$1736.00 per month.

Pascagoula Inner Harbor:

Existing: 6 HPS light fixtures on 6 aluminum poles and 1 security flood light on a wooden pole. Current leased light fixture cost is \$103.90 per month.

New Service: 6 LED light fixtures on 6 new black aluminum poles. New charge for lease would be \$149.04 per month.

The leased lights will not require any maintenance or repairs for the City. There are no upfront costs (with the exception of the west side of Beach Park, if we decide to have MS Power do the complete install). The new lighting will give the facilities the light they need to increase security and visual appearance as the new lighting will be all LED and a cleaner, white light.

The total cost for what we have now for the same electrical services at these facilities is \$2,738 on average per month.

The total new cost for electricity at these facilities \$5,375--5,932 per month plus electricity for the restrooms, soccer field and Scranton Nature Center (at IG Levy Park).

Below is some information on the likely cost savings to our electric bill over a year.

Tennis Courts:

Operation 2 hrs. each court per day

Existing: 48 1000W fixtures

Proposed: 421W

Approximate savings per year \$2,388.00

IG Levy North:

Operation: 11 hrs. per day

Addition of 2 fixtures

Approximate savings per year \$650.00

IG Levy South:

Operation 11 hrs. per day

Addition 3 fixtures

Approximate cost per year \$48.00

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



August 23, 2016

City Pascagoula-Recreation Dept.
Attn. Darcie S. Crew MPA
Director of Parks & Recreation
2935 Pascagoula, St.
Pascagoula, MS 39567

Dear: MS. Crew:

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED exterior lighting conversion proposal for the Recreation Offices in Pascagoula, MS. Our proposal includes the replacement of your outdoor lighting system with LED fixtures that will provide a clean, uniform, white colored light.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 plus years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. We also maintain an inventory of our lighting products to expedite repairs or maintenance. Cost below includes removal and installation.

MPC recommends the following lighting system upgrades. This proposal is based on using existing pole locations.

Current Lighting System Supplied by MPC:

- (3) 1000 W HPS (amber light) Flood Fixture
- (6) 400W HPS (amber light) Flood Fixture
- (2) Wood poles
- (1) Concrete Pole
- Total Monthly Charge = \$265.00

Proposed Lighting System Upgrade:

- (2) 360W LED (white light) Bronze Floods
- (1) 280W LED (white light) Gray Area Fixtures
- (5) 190W LED (white light) Gray Area Fixture
- (2) 110W LED (white light) Gray Area Fixture
- (2) Wood poles
- (1) Concrete Pole
- Total Installed Cost: **\$0.00** – *No upfront costs*
- Total Monthly Charge = \$291.00
- ☑ **Net Increase To Current Outdoor Lighting Bill: \$26.00 per month**

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

If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. The contract term for this agreement is 3 years. My fax number is provided below for your convenience.

Printed Name

Approval Signature

Date

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

Once you are ready to move forward with the installation or if you have any questions, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "D.C. Stuart".

D.C. Stuart

Cell: (601) 297-2875

Fax: (601) 545-4134

dcstuart@southernco.com

Proprietary and Confidential Information

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



August 23, 2016

City Pascagoula
Beach Park
Attn. Darcie S, Crew MPA
2935 Pascagoula, St.
Pascagoula, MS 39567

Dear: Ms. Crew:

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED exterior lighting conversion proposal for the Beach Park in Pascagoula, MS. Our proposal includes the replacement of your outdoor lighting system with LED fixtures that will provide a clean, uniform, white colored light.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 plus years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. We also maintain an inventory of our lighting products to expedite repairs or maintenance. Cost below includes removal and installation.

MPC recommends the following lighting system upgrades. :

Current Lighting System Supplied by MPC:

- (22) 100W HPS (amber light) Colonial Fixtures on (22) 25' Fiberglass Poles
- (1) 1000 W HPS (amber light) Flood Fixture
- (1) 250W HPS (amber light) Flood Fixture
- (1) 100W HPS (amber light) Open Bottom Fixture
- Total Monthly Charge = \$503.00

Please check preferred option:

Option 1

Proposed Lighting System Upgrade: -

- (28) 50W LED (white light) Black Colonial Fixtures on (28) 20' Aluminum Black Poles
- (2) 360W LED (white light) Bronze Flood and 1- 40 ft. wood pole
- (4) 190W LED Area fixtures
- (1) 110W LED Area fixtures
- (1) 35 ft. Aluminum Pole
- Total Installed Cost: **\$0.00** (*Customer provides all trenching and conduit to MPC Specification*)
- Total Monthly Charge = \$922.00*
- Net Increase To Current Outdoor Lighting Bill: \$412.00 per month**

Option 2

Proposed Lighting System Upgrade:

- (28) 50W LED (white light) Black Colonial Fixtures on (28) 20' Aluminum Black Poles
- (2) 360W LED (white light) Bronze Flood and 1- 40 ft. wood pole
- (4) 190W LED Area fixtures
- (1) 110W LED Area fixtures
- (1) 35 ft. Aluminum Pole
- Total Installed one-time Cost: **\$4,563.00** (*MPC provides trenching and conduit*)
- Total Monthly Charge = \$922.00*
- Net Increase To Current Outdoor Lighting Bill: \$412.00 per month**

Proprietary and Confidential Information

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



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

If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. The contract term for this agreement is 3 years. My fax number is provided below for your convenience.

Printed Name

Approval Signature

Date

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

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

A handwritten signature in black ink, appearing to read "D.C. Stuart".

D.C. Stuart
Cell: (601) 297-2875
Fax: (601) 545-4134
dstuart@southernco.com

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



August 29, 2016

City of Pascagoula
IG LEVY Memorial Park
Darcie S. Crew, MPA
Park and Recreation Director
Chicot Rd.
Pascagoula, MS 39567

Dear MS Crew:

Mississippi Power Company (MPC) appreciates the opportunity to work with you to provide an outdoor lighting proposal to replace your existing park lighting. This lighting proposal will provide a clean, uniform for your park areas to ensure the safety and security of those that visit the facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

(Please place an X in the appropriate box)

Option 1 South of Bridge:

Remove: Customer owned (11) poles and (20) light fixtures
Install: (10) 16' Bolted Base Aluminum Poles and (1) 20' Embedded pole
Install: Install (4) 280W LED Fixtures, (17) 110W LED Fixtures, (3) 363W LED Floods) adapters and brackets

- Upfront Cost: \$ 00.00**
- Monthly rate: \$ 697.00**
- Maintenance : \$ 00.00**

**7 year minimum term required and includes complete maintenance of fixtures and leased poles. Applicable taxes not included.*

Option 2 North of Bridge:

Remove: Customer owned (32) poles and (61) light fixtures
Install: (28) 20' Bolted Base Aluminum Poles, (2) 30' Bolted base poles, (1) 20' Embedded Aluminum pole, (1) 35' Embedded aluminum pole and repair wiring on pedestals.
Install: (6) 280W LED Fixtures, (31) 110W LED Fixtures, (24) 90W LED Fixtures, adapters and brackets.

- Upfront Cost: \$ 00.00**
- Monthly rate: \$ 1,736.00**
- Maintenance : \$ 00.00**

**7 year minimum term required and includes complete maintenance of lighting system. Applicable taxes not included.*

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



Option 3 Total project:

Remove: Customer owned (43) poles and (81) light fixtures
Install: (28) 20' Bolted Base Aluminum Poles, (2) 30' Bolted base poles, (2) 20' Embedded Aluminum pole, (10) 16' Bolted Base poles (1) 35' Embedded Aluminum pole and repair wiring at pedestals.
Install: (3) 363W Led Floods, (10) 280W LED Fixtures, (48) 110W LED Fixtures, (24) 90W LED Fixtures, adapters and brackets.

- Upfront Cost: \$ 00.00**
- Monthly rate: \$ 2,434.00**
- Maintenance : \$ 00.00**

**7 year minimum term required and includes complete maintenance of fixtures and leased poles. Applicable taxes not included.*



EXAMPLE LED

FXTURE (GREY PICTURED)

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

Printed Name

Approval Signature

Date

Pricing is good for 60 days. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs.

Sincerely,

D.C Stuart
Office: (228) 865-5548
Cell: (601)-297-2875
Fax: (228) 865-5843
dstuart@southernco.com

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



August 23, 2016

City of Pascagoula
IG LEVY Memorial Park Tennis Court
Darcie S. Crew, MPA
Park and Recreation Director
2935 Pascagoula, St.
Pascagoula, MS 39567

Dear MS Crew:

Mississippi Power Company (MPC) appreciates the opportunity to work with you to provide an outdoor lighting proposal to replace your existing tennis court lighting. This lighting proposal will provide a clean, uniform for your park areas to ensure the safety and security of those that visit the facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

(Please place an X in the appropriate box)

Option 1:

Remove: Customer owned (48) light fixtures and brackets
Install: (48) 315W LED Fixtures and brackets

- Upfront Cost: \$ 00.00**
- Monthly lease rate: \$ 1,146.00**
- Maintenance : \$ 00.00**

Average FC at 3' - 17

**7 year minimum term required and includes complete maintenance of fixtures and leased poles. Applicable taxes not included.*

Option 2:

Remove: Customer owned (48) light fixtures and brackets
Install: (48) 421W LED Fixtures and brackets

- Upfront Cost: \$ 00.00**
- Monthly lease rate: \$ 1,607.00**
- Maintenance : \$ 00.00**

Average FC at 3' - 22

**7 year minimum term required and includes complete maintenance of lighting system. Applicable taxes not included.*

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

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



Printed Name

Approval Signature

Date

Pricing is good for 60 days. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs.

Sincerely,

A handwritten signature in black ink, appearing to read "D.C. Stuart".

D.C. Stuart
Office: (228) 865-5548
Cell: (601)-297-2875
Fax: (228) 865-5843
dstuart@southernco.com

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



August 23, 2016

City of Pascagoula
IG LEVY Memorial Park Tennis Court
Darcie S. Crew, MPA
Park and Recreation Director
2935 Pascagoula St.
Pascagoula, MS 39567

Dear MS Crew:

Mississippi Power Company (MPC) appreciates the opportunity to work with you to provide an outdoor lighting proposal to replace your existing tennis court lighting. This lighting proposal will provide a clean, uniform for your park areas to ensure the safety and security of those that visit the facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

(Please place an X in the appropriate box)

Option 1:

Remove: Customer owned (48) light fixtures and brackets
Install: (48) 315W LED Fixtures, 16- 40' Concrete poles and brackets

- Upfront Cost: \$ 00.00**
- Monthly lease rate: \$ 1,511.00/mth.**
- Maintenance : \$ 00.00**

Average FC at 3' 17.00

**7 year minimum term required and includes complete maintenance of fixtures and leased poles. Applicable taxes not included.*

Option 2:

Remove: Customer owned (48) light fixtures and brackets
Install: (48) 421W LED Fixtures, 16- 40' Concrete poles and brackets

- Upfront Cost: \$ 00.00**
- Monthly lease rate: \$ 1,949.00/ mth.**
- Maintenance : \$ 00.00**

Average FC at 3' 22.00

**7 year minimum term required and includes complete maintenance of lighting system. Applicable taxes not included.*

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

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



Printed Name

Approval Signature

Date

Pricing is good for 60 days. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs.

Sincerely,

A handwritten signature in black ink, appearing to read "D.C. Stuart".

D.C. Stuart
Office: (228) 865-5548
Cell: (601)-297-2875
Fax: (228) 865-5843
dcstuart@southernco.com

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-865-5548



July 6, 2016

City Pascagoula
Pascagoula Street Harbor
Attn. Darcie Crew
902 Live Oak Ave.
Pascagoula, MS 39567

Dear: MS. Crew:

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED exterior lighting conversion proposal for the harbor at 901 Pascagoula St. Our proposal includes the replacement of your outdoor lighting system with LED fixtures that will provide a clean, uniform, white colored light.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our 24 hour call center, over 70 plus years of lighting experience, quick response from local experienced employees, utility-grade material, and consolidated billing on your existing MPC monthly bill. We also maintain an inventory of our lighting products to expedite repairs or maintenance. Cost below includes removal and installation.

MPC recommends the following lighting system upgrades. This proposal is based on using existing pole locations.

Current Lighting System Supplied by MPC:

- (6) 100W HPS (amber light) Colonial Fixtures on (6) 25' Aluminum Poles
- (1) 400W HPS Flood
- Total Monthly Charge = \$103.90

Proposed Lighting System Upgrade:

- (6) 52W LED (white light) Black Colonial Fixtures on (6) 20' Aluminum Poles
- Total Installed Cost: **\$0.00** – *No upfront costs*
- Total Monthly Charge = \$149.04*
- Net Increase To Current Outdoor Lighting Bill: \$44.89 per month**

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

If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. The contract term for this agreement is 3 years. My fax number is provided below for your convenience.

Printed Name

Approval Signature

Date

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

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

D.C. Stuart
Cell: (601) 297-2875
Fax: (601) 545-4134
[dstuart@southernco.com](mailto:d Stuart@southernco.com)

Proprietary and Confidential Information



Agenda Number: 24

AGENDA ITEM REQUEST FORM

Meeting Date: October 4, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Ball Field Maintenance Agreement

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute the Ball Field Maintenance Agreement with Turf Masters Lawn Care, Inc. for three years starting on November 6, 2016 and ending on November 5, 2019. The amount of the current agreement is \$33,675 plus ball field lining at approximately \$20,325. The new agreement holds all prices at the same rates but includes an increase for the addition of the Point Park Amphitheater area for \$3700.00 per year.

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



September 25, 2016

Ms. Darcie Crew
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: Ball Field Maintenance

Darcie

We would like to thank the City of Pascagoula for the confidence you showed in our company by contracting your Ball Field Maintenance agreement with Turf Masters the past several years. I would like to propose a 3 Year agreement on the contract that expires November 5, 2016.

We would agree to hold our current prices firm for all 3 years of the agreement, with all other terms and conditions remaining the same.

We would like to propose the addition of "The Point Amphitheater" approximately 80,000 sf with the same services and conditions as the original agreement **Price \$3700.00 per year.**

Again, we appreciate the opportunity to serve the City of Pascagoula and look forward to continuing our agreement.

Thanks in advance for your consideration of this matter, and please call if you have any questions.

Sincerely,

Steve Jordan

Pascagoula, MS 39581
Ph: 228-381-0152 Fx: 228-475-3691
E-Mail: turfmasters@bellsouth.net

CITY OF PASCAGOULA

**GROOMING, DRAGGING, LINING, FERTILIZATION, WEED AND PEST
CONTROL AGREEMENT**

BALL FIELDS

This agreement made and entered into on the 5th day of October, 2016 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 Lawncare, 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 including, but not limited to watering, dragging, raking, lining, fertilizing and controlling of weeds and pests for ball fields 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. 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 one-year renewal option upon mutual agreement by both parties. The original term shall begin on 11-06-16, and continue through 11-05-19.

3. SCOPE OF WORK:

- 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 watering, raking, dragging of clay infields, fertilizing, and controlling weeds and pests. Lining will be 4” width for all painted surfaces and 2” to 4” width for dry marked surfaces as specified by the Parks & Recreation Director.
- 3.2 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.

- 3.3 The Company shall provide toilet facilities for its employees.
- 3.4 If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.
- 3.5 If needed, the Company shall make arrangements for a source of electricity.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 The Parks & Recreation Director will provide a schedule of games for field marking for regular season and tournament play. If any changes are made to the original schedule, a 36 hour notice will be provided to the Company.

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 During the term of this agreement, the Company shall maintain in full force and effect the following insurance; 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. Automobile Bodily Injury	\$500,000 per person
G. Liability	\$500,000 per occurrence
H. Automobile Property	
I. Damage Liability	\$500,000 per occurrence
J. Excess Umbrella Liability	\$500,000 per occurrence

6.2 The Company shall provide the City a 'Certificate of Insurance' evidencing the required coverage's 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.

10. DISPUTES:

Any dispute or claim arising from this contract shall be made in writing and notice Thereof provided to the other party within thirty (30) days, of the event or occurrence Giving dries to the dispute. Any dispute or claim not made within the time and manner provided for herein shall be deemed waived. Any dispute arising under this Agreement, which is not disposed of by agreement of the Company and City Contract Administrator shall be resolved on request of either party under the Arbitration Provisions below pending final resolution of a dispute. The parties must proceed diligently with contract performance. A claim for money must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information. In the event a claim or controversy arises concerning this Agreement, either party may elect upon written notice to the other to submit such claim or controversy to be settled by final, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. These rules are incorporated herein by reference, provided; however, that all persons nominated

to act, as arbitrators of such claim or controversy shall be attorneys at law duly licensed to practice before the courts of the state where the arbitration is conducted. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Depositions may be taken and other discovery may be obtained during such arbitration proceedings to the same extent authorized by the rules pertaining to such discovery in the civil jurisdiction where the arbitration is conducted. The unsuccessful party shall pay the cost of conducting the arbitration. In the event an arbitration proceeding or legal action to enforce an arbitration award is commenced, said successful party shall be entitled to recover its expenses and reasonable attorneys' fees incurred therein from the unsuccessful party. The parties shall cooperate to conclude the arbitration process within ninety (90) days, of the initial notice of intent to arbitrate, insofar as practicable.

11. STANDARDS FOR MEASURING RESULTS:

11.1 The Company owner or his designee shall meet the last Monday of each month with the Parks and Recreation Director or his designee to discuss progress of the Agreement.

11.2 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.

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

12. 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.

13. 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 day in which to cure or commence during; (b) cure the breach or default at the expense of the breaching or defaulting party; and/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 are 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.

14. NON-EXCLUSIVE AGREEMENT:

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

15. 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 Lawncare
5407 Macphelah St.
Pascagoula, MS 39567

16. 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.

17. LAW TO GOVERN:

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

18. SEVERABILITY:

18.1 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.

18.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

18.3 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 5th day of October, 2016, by their respective representatives.

The City of Pascagoula, Mississippi

John S. Jordan, DBA Turf Masters
Lawncare

City Manager

Owner

Attest:

City Clerk

Authorized by City Council at meeting on October 4, 2016.

EXHIBIT "A"

GROOMING, DRAGGING, LINING
FERTILIZATION, WEED AND PEST
CONTROL AGREEMENT

BALLFIELDS

BALLFIELDS - Watering, raking, dragging, lining.

ITEM #	Area	Sport	Price Per Lining
1FDL1	Tucker St	Football	\$ 131.00
5FDL1	Soccer Complex	Soccer	\$ 388.00
6FDL1	Dixie Youth Complex	Baseball	\$ 129.00
8FDL1	Ingall's Field	Baseball	\$ 67.00
9FDL1	12th St. Softball	Softball	\$ 137.00
4FDL3	Louise St.	Softball	\$ 112.00
10FDL1	MCC Park	Softball	\$ 92.00



Fertilization, Weed and Pest Control

ITEM #			
1FWP1	Soccer Complex 16.5 Acres		\$ 20,735.00
3FWP1	Outside Bermuda areas of DY & MCC infield		\$ 2,860.00
2FWP1	Dixie Youth Complex		\$ 5,720.00
4FWP1	12 th Street Softball Complex		\$ 4,360.00
5FWP1	Point Park Amphitheater		\$ 3,700.00
			\$ 37,375.00

The total of \$33,675 is a fixed rate annual price and will be paid \$3,114.58 per month

Field Dragging, Grooming and Lining Package Costs

Area	Sport	Price Per Lining	Est. # of Linings	Total Cost per Area
Tucker St	Football	\$ 131.00	0	\$ 0
Soccer Complex	Soccer	\$ 388.00	20	\$ 7,760.00
Dixie Youth Complex	Baseball	\$ 129.00	45	\$ 5,805.00
Ingall's Field	Baseball	\$ 67.00	0	0
12th St. Softball	Softball	\$ 137.00	30	\$ 4,110.00
Louise St.	Softball	\$ 112.00	16	\$ 1,792.00
MCC Park	Softball	\$ 92.00	12	\$ 1,104.00
Approximate Cost/Year for Contract				\$ 20,571.00





AGENDA ITEM REQUEST FORM

Meeting Date: October 04, 2016

Submitting Department or Individual: Finance

Contact Name: Sherrria Trosclaire

Phone: 938-6610

Agenda Topic: Claims Docket for October 04, 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 September 16, 2016 through September 30, 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.

CLAIMS REPORT
WARRANT 100416

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
ADI					
96250	SURVEILLANCE SYSTEM/PD	01015580 - 578700		16004010	\$3,694.90
96251	SURVEILLANCE SYSTEM/PD	01015580 - 578700		16004010	\$922.05
96252	SURVEILLANCE SYSTEM/PD	01015580 - 578700		16004010	\$134.11
96253	SURVEILLANCE SYSTEM/PD	01015580 - 578700		16004010	\$1,443.60
96254	SURVEILLANCE SYSTEM/PD	01015580 - 578700		16004010	\$2,030.88
VENDOR TOTAL:					\$8,225.54
AGJ SYSTEMS & NETWORKS, INC					
96305	09/16 MIS SERVICES	01008075 - 555900		16004175	\$10,933.30
VENDOR TOTAL:					\$10,933.30
AMAZON COM					
96255	BOOKCASE/PR DEPT	01002070 - 550000		16003845	\$140.70
96256	SUPPLIES/NATURE CTR	01035570 - 551900		16003729	\$24.99
96257	SUPPLIES/NATURE CTR	01035570 - 551900		16003729	\$124.99
96258	SUPPLIES/NATURE CTR	01035570 - 551900		16003729	\$23.06
96259	CHALK SETS/ANCHOR SQUARE	01040475 - 567100		16003775	\$219.00
96260	OUTDOOR LIGHTS	01040470 - 551100		16003907	\$239.80
VENDOR TOTAL:					\$772.54
APPLE CONSRUCTION COMPANY					
96337	DRAINAGE/HOLLAND	01020180 - 578000	91503	16002816	\$467,475.21
VENDOR TOTAL:					\$467,475.21
BAY MOTOR WINDING SALES & SERVICES					
96333	LA FONT FOUNTAIN REPAIR	01024170 - 552020		16004174	\$2,306.10
VENDOR TOTAL:					\$2,306.10
BROWN , MITCHELL & ALEXANDER INC					
96323	ENGINEERING SVC/PROMENADE	10041075 - 568440	31502	15004367	\$4,250.00
VENDOR TOTAL:					\$4,250.00
CABLE ONE INC					
96262	9/8-10/7/16 INTERNET SVC/FIRING RANGE	01009975 - 556040		16004173	\$344.92
96263	9/8-10/7/16 INTERNET SVC/LAKE AVE FIRE	01009975 - 556040		16004173	\$148.48
96264	9/8-10/7/16 INTERNET SVC/SR CTR	01009975 - 556040		16004173	\$230.81
96265	9/8-10/7/16 INTERNET SVC/BAYOU CASOTTE	01009975 - 556040		16004173	\$135.89
96266	9/8-10/7/16 INTERNET SVC/CITY HALL	01009975 - 556040		16004173	\$273.39
96267	9/8-10/7/16 INTERNET SVC/NATURE CTR	01009975 - 556040		16004173	\$128.98
96268	9/8-10/7/16 INTERNET SVC/CITY HALL	01009975 - 556040		16004173	\$9.06
96269	9/8-10/7/16 INTERNET SVC/12TH ST	01009975 - 556040		16004173	\$119.06
VENDOR TOTAL:					\$1,390.59
CAPITOL RESOURCES LLC					
96334	7/20-8/19/16 PROFESSIONAL SVC	40065575 - 555900		16004183	\$2,500.00

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 100416

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$2,500.00
CDW-GOVERNMENT INC					
96324	ZEBRA CARD PRINTER/FIRE DEPT	01008080 - 578700		16003888	\$2,227.70
96325	ZEBRA CARD PRINTER/FIRE DEPT	01008080 - 578700		16003888	\$222.29
96326	ZEBRA CARD PRINTER/FIRE DEPT	01008080 - 578700		16003888	\$42.74
VENDOR TOTAL:					\$2,492.73
CELLULAR SOUTH					
96261	8/16 CELL PHONE SVC	01008075 - 556020		16004172	\$2,547.19
96261		01010575 - 556040		16004172	\$1,196.65
VENDOR TOTAL:					\$3,743.84
CITY ELECTRIC SUPPLY CO					
96275	DOWNTOWN LIGHTING MATERIALS	01040475 - 567100		16004102	\$256.79
96276	DOWNTOWN LIGHTING MATERIALS	01040470 - 552200		16004102	\$188.00
VENDOR TOTAL:					\$444.79
ECO-SYSTEMS, INC					
96336	BROWNFIELDS	01040275 - 555100		16004164	\$7,115.24
VENDOR TOTAL:					\$7,115.24
FUELMAN OF MS					
96271	9/12-18/16 FUEL USAGE	01004070 - 551300		16004165	\$24.01
96271		01010070 - 551300		16004165	\$2,524.41
96271		01016070 - 551300		16004165	\$107.76
96271		01016170 - 551300		16004165	\$121.00
96271		01018070 - 551300		16004165	\$127.22
96271		01020170 - 551300		16004165	\$945.37
96271		01024070 - 551300		16004165	\$146.99
96271		01024170 - 551300		16004165	\$84.67
96271		01025070 - 551300		16004165	\$38.60
96271		01030170 - 551300		16004165	\$391.80
96327	FUELMAN 9/19 THRU 9/25/16	01010070 - 551300		16004179	\$2,753.43
96327		01016070 - 551300		16004179	\$168.00
96327		01016170 - 551300		16004179	\$355.48
96327		01018070 - 551300		16004179	\$49.15
96327		01020170 - 551300		16004179	\$641.13
96327		01024070 - 551300		16004179	\$107.83
96327		01024170 - 551300		16004179	\$218.24
96327		01030170 - 551300		16004179	\$296.32
96271	9/12-18/16 FUEL USAGE	40067170 - 551300		16004165	\$73.94
96271		40067270 - 551300		16004165	\$435.92
96271		40067370 - 551300		16004165	\$153.59
96271		40067470 - 551300		16004165	\$357.50
96327	FUELMAN 9/19 THRU 9/25/16	40067170 - 551300		16004179	\$74.44
96327		40067270 - 551300		16004179	\$312.11
96327		40067370 - 551300		16004179	\$425.34

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CLAIMS REPORT
WARRANT 100416

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
96327	FUELMAN 9/19 THRU 9/25/16	40067470 - 551300		16004179	\$276.06
VENDOR TOTAL:					\$11,210.31
<hr/>					
GOODGAMES' INC					
96335	VOTING WARD MAP/CITY CLERK	01004075 - 568880		16004167	\$499.15
VENDOR TOTAL:					\$499.15
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GULF COAST FENCE CO					
96272	POLES/FESTIVAL HISPANO FLAGS	01040475 - 567100		16004170	\$63.00
VENDOR TOTAL:					\$63.00
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JAMES R HANES					
96329	GIS CONTRACT LABOR	40065065 - 542000		16004155	\$3,200.00
VENDOR TOTAL:					\$3,200.00
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LABOR FINDERS					
96273	TEMP/UTILITIES/LOPEZ	40065265 - 542000		16004168	\$602.79
VENDOR TOTAL:					\$602.79
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LOCKARD & WILLIAMS INSUR SERV PA					
96306	07/16 ADMIN FEE	50050075 - 568011			\$47.04
96330	09/13-09/27 CLAIMS RUN	50050075 - 568010			\$66,532.83
VENDOR TOTAL:					\$66,579.87
<hr/>					
M & D CONSTRUCTION COMPANY INC					
96331	PROMENADE/PHASE II	10041075 - 568440	31502	16003511	\$150,842.76
VENDOR TOTAL:					\$150,842.76
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MS GULF COAST REGIONAL WASTEWATER					
96307	EMERG SPILL CLEAN UP/CHICOT ST	40067375 - 561500		16004180	\$53,721.60
VENDOR TOTAL:					\$53,721.60
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O'REILLY AUTO PARTS					
96314	CONDENSER FAN/UNIT W-14	40067275 - 562600		16004166	\$92.63
96315	CONDENSER FAN/UNIT W-14	40067275 - 562600		16004166	\$25.33
96316	CREDIT MEMO	40067275 - 562600		16004166	\$-25.33
VENDOR TOTAL:					\$92.63
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PUCKETT MACHINERY COMPANY					
96317	HYDRAULIC HOSE/UNIT ST-44	01020175 - 562610		16004162	\$251.98
96318	HYDRAULIC HOSE/UNIT ST-44	01020175 - 562610		16004162	\$179.23
96319	CREDIT MEMO	01020175 - 562610		16004162	\$-179.23
VENDOR TOTAL:					\$251.98
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RAM TOOLS & SUPPLY COMPANY					

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CLAIMS REPORT
WARRANT 100416

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
96320	LOCK TIES/INGALLS AVE:ST DEPT	01020175 - 562400		16004171	\$133.80
VENDOR TOTAL:					\$133.80
<hr/>					
SCI INC					
96308	DESOTO ST BRIDGE	01020180 - 578000	91508	16003456	\$206,957.74
VENDOR TOTAL:					\$206,957.74
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SINGING RIVER ELECTRIC POWER ASSOC					
96274	7/16 POWER SVC	01009975 - 561000		16004169	\$10,356.76
96274		01030075 - 561000		16004169	\$2,144.46
96274		01030175 - 561000		16004169	\$3,575.04
96274	7/16 POWER SVC	40065575 - 561000		16004169	\$14,049.21
VENDOR TOTAL:					\$30,125.47
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TURF MASTERS					
96309	09/16 WEED/FERT/PEST CTRL	01030175 - 562890		16004181	\$2,806.25
96321	08/22-09/17 CONTRACT MOWING	01024175 - 562300		16004182	\$69,157.51
96322	08/22-09/17 MOWING/ANCHOR SQR	01040475 - 562900	80000	16004182	\$393.72
VENDOR TOTAL:					\$72,357.48
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WADE IMAGING COMPANY					
96310	10/16 COPIER LEASE/CITY HALL	01008075 - 562005		16004176	\$540.35
96311	10/16 COPIER LEASE/CITY HALL	01008075 - 562005		16004176	\$540.35
96312	10/16 COPIER LEASE/FLEET	01008075 - 562005		16004177	\$241.58
96313	10/16 FLEET COPIER LEASE	01008075 - 562005		16004178	\$1,778.49
VENDOR TOTAL:					\$3,100.77
GRAND TOTAL:					\$1,111,389.23
GENERAL FUND					\$813,441.47
COMMUNITY DEVELOPMENT FUND					\$155,092.76
PASCAGOULA UTILITIES					\$76,275.13
PASCAGOULA GROUP INSURANCE					\$66,579.87
GRAND TOTAL					\$1,111,389.23

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