

**PASCAGOULA CITY COUNCIL**  
**REGULAR MEETING – TUESDAY, MARCH 1, 2016, 6:00 P.M.**

**WELCOME AND CALL TO ORDER:**

**INVOCATION:** Councilman Hill

**PLEDGE OF ALLEGIANCE:** Councilman Pickett

**PROCLAMATION:**

1. March, 2016 as Procurement Month

**ADDRESS THE COUNCIL:**

2. Charles Rivers from Lemon-Mohler Insurance re: General insurance information

**CONSENT AGENDA:\***

3. Minutes of Recessed Regular Council meeting of February 16, 2016, and Special Council meeting of February 26, 2016.  
**Recommended Action:** *adopt and approve minutes.*
4. Minutes of Strategic Plan Steering Committee meeting of January 21, 2016  
**Recommended Action:** *acknowledge receipt of minutes.*
5. Minutes of Pascagoula Redevelopment Authority meetings of December 8, 2015, and January 14, 2016  
**Recommended Action:** *acknowledge receipt of minutes.*
6. Minutes of Pascagoula Mayor's Youth Council meetings of January 25, 2016, and February 10, 2016  
**Recommended Action:** *acknowledge receipt of minutes.*
7. Mayor's Youth Council Mississippi State Capitol Tour  
**Recommended Action:** *approve travel in a City vehicle for the Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS, on March 2, 2016.*
8. Advertising the resources of the City by hosting a Dr. Seuss Birthday Party Event  
**Recommended Action:** *allow the Parks & Recreation Department to host a Dr. Seuss Birthday Party event for over 100 pre-school children on March 4, 2016, at the Pascagoula Recreation Center and advertise the resources of the City by providing activities, prizes and giveaways in the amount not to exceed \$800.00 for the children who participate.*
9. Advertising the resources of the City through the Pascagoula High School Dugout Club 2016 season for a full page ad in the amount of \$200.00. The City is given legal authority to provide support by Section 17-3-1, Mississippi Code of 1972.  
**Recommended Action:** *approve advertising.*

10. Advertising the resources of the City through Pascagoula's Rotary Club Scholarship Program in the amount of \$250.00.  
**Recommended Action:** *approve advertising.*
11. Statewide Mutual Aid Compact – First Responders  
**Recommended Action:** *approve Compact and authorize City Manager to execute related documents.*
12. ActiveCare Diabetes Management Program Contract Addendum offering participation incentives to covered employees and dependents at no cost to Employer.  
**Recommended Action:** *approve contract addendum and authorize City Manager to execute related documents.*
13. Extension of Agreement with Turf Masters Lawn Care for full service grounds maintenance at LaFont Place Subdivision  
**Recommended Action:** *approve extension of agreement and authorize City Manager to execute related documents.*
14. American Red Cross Licensed Training Provider Agreement  
**Recommended Action:** *approve agreement and authorize City Manager to execute related documents.*
15. American Red Cross Licensed Training Provider Agreement Addendum  
**Recommended Action:** *approve agreement addendum and authorize City Manager to execute related documents.*
16. City of Pascagoula Employees Group Health Plan Amendment #10 requests inclusion of “Certified Registered Physician Assistant” in the definition of covered Professional Providers  
**Recommended Action:** *approve Amendment #10 and authorize City Manager to execute related documents.*
17. Extension of Annual Bid #350 for Zinc Orthophosphate with CARUS Corporation  
**Recommended Action:** *approve extension of bid #350 with CARUS Corporation.*
18. Award Contract for Lambert Area Drainage Improvements – Holland Street to Ingalls Avenue  
**Recommended Action:** *award contract for drainage improvements to Apple Construction Co. and authorize City Manager to execute related documents.*
19. Task Order Amendment No. 1 with Compton Engineering for City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014  
**Recommended Action:** *approve Task Order Amendment No. 1 and authorize City Manager to execute related documents.*

20. Advertising the resources of the City through the Boys & Girls Clubs of Jackson County Annual Golf Tournament  
**Recommended Action:** *approve advertising for \$100.00, a manual check, (Hole Sponsor) for Golf Tournament to be held on Saturday, March 12, 2016, at the Gulf Hills Golf Club in Ocean Springs, MS.*

21. Recreational Trails Application FY16 – I.G. Levy Park Environmental Education Trail  
**Recommended Action:** *approve application to the Mississippi Department of Wildlife, Fisheries, and Parks Recreational Trail Program FY16 and authorize the Mayor to execute related documents.*

### **CITY MANAGER**

22. Appointment to the Pascagoula Public Library Board of Trustees

### **PARKS AND RECREATION**

23. Recreation Commission Appointment

### **PLANNING/BUILDING**

24. Contract with Orion Planning and Design for update for the Comprehensive Plan  
**Recommended Action:** *approve contract with Orion Planning and Design and authorize City Manager to execute related documents.*

### **POLICE DEPARTMENT**

25. Additional Lieutenant's position for the Police Department  
**Recommended Action:** *approve the addition of one new Lieutenant's position to oversee the Professional Standards Division. This will eliminate one Sergeant's position with no increase in personnel.*

### **CLAIMS DOCKET**

26. Order for Docket of Claims for March 1, 2016  
**Recommended Action:** *approve Order for Docket of Claims*

### **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: 03/01/2016

Submitting Department or Individual: Purchasing

Contact Name: Robin Wood

Phone: 938-6722

Procurement Month 2016

**Agenda Topic:** \_\_\_\_\_

*Attach additional information as necessary*

**Action Requested:**

Present proclamation designating the month of March, 2016, as Procurement Month in the City of Pascagoula.

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

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

*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,** the public procurement professional supports government operations with an uninterrupted flow of goods and services and plays a significant role in the efficiency and effectiveness of government, business and industry; and,

**WHEREAS,** public procurement professionals engage in or have direct responsibility for executing, implementing and administering contracts, developing forecasts and procurement strategies, supervising and monitoring the flow and storage of material and developing working relationships with suppliers ; and,

**WHEREAS,** the City of Pascagoula Purchasing Department is a member of The Mississippi Association of Governmental Purchasing / Property Agents (MAGPPA), a chapter of NIGP – The Institute for Public Procurement. MAGPPA serves over five hundred procurement and property professionals throughout Mississippi by promoting and maintaining high ethical values, enhancing public procurement practices, protecting the public trust and making a positive difference by leading the way through excellence; and,

**WHEREAS,** public procurement professionals embrace six core values: (1) accountability, taking ownership and responsibility for our actions; (2) impartiality, unbiased decision making and actions; (3) ethics, acting in a manner true to these values; (4) professionalism, upholding high standards of job performance and ethical behavior; (5) service, obligation to assist stakeholders; and (6) transparency, easily accessible and understandable policies and processes; and,

**WHEREAS,** MAGPPA and other professional procurement associations throughout the world engage in special efforts, during the month of March, to inform the public of the important role played by procurement professionals in business, industry and government.

**NOW, THEREFORE, I,** Mayor Harry J. Blevins, by the authority vested in me as Mayor of the City of Pascagoula, do hereby proclaim that March 2016 is

## **PUBLIC PROCUREMENT MONTH**

in the City of Pascagoula, and I encourage our citizens to join in recognition and observance of the public procurement profession.

Harry J. Blevins  
Mayor



Agenda Number: 2.

### AGENDA ITEM REQUEST FORM

Meeting Date: 3/1/16

Submitting Department or Individual: City Manager

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Agenda Topic: Charles Rivers from Lemon-Mohler Insurance to address the Council about general insurance information .**

*Attach additional information as necessary*

**Action Requested:**

\_\_\_\_\_

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

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

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Agenda Number: 3.

### AGENDA ITEM REQUEST FORM

Meeting Date: 3-1-16

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

**Agenda Topic:** Minutes-Recessed Council Meeting 2-16-16 & Special Council Meeting 2-26-16

*Attach additional information as necessary*

**Action Requested:**

Approve and adopt minutes

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

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

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

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**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, FEBRUARY 16, 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, February 16, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

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

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

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

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Mayor Blevins recognized several members of the Pascagoula Mayor's Youth Council who were in attendance tonight.

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Opening remarks were made by several members of the Council. Councilman Tadlock commented on the Round Island Lighthouse which was accented with red lights. Councilman Hill stated the Fire and Police Departments did a great job at the recent Mardi Gras parade. Councilwoman Simkins encouraged everyone to support efforts to bring the Amtrak train to Pascagoula. The train will make a brief stop here at 12:06 p.m. on Thursday, February 18, 2016. Councilman Jackson thanked those who worked on the train depot to get it ready for Amtrak. Mayor Blevins commented that we live in a great city with caring people.

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Ron Schnoor addressed the Council regarding cardiovascular health information. He reviewed statistics for Jackson County and Mississippi and shared educational material to promote a healthier lifestyle. He encouraged everyone to embrace good health and

longevity of life and to make positive personal changes such as exercise, a good diet, and no tobacco usage. He thanked the Council for supporting the American Heart Association and advised that April 6, 2016, is National Walk Day. The Council thanked Mr. Schnoor for his presentation tonight.

\*\*\*\*\*

Tommy Fairfield, Executive Director at Jackson County Utility Authority, addressed the Council regarding the mid-year waste water flow trends. Mr. Fairfield provided other information to the Council regarding the waste water treatment plant. A question and answer session followed.

The handout is spread on the minutes as follows:

JCUA  
AGENCIES - AVERAGE FLOW (MGD)

2/11/2016

	Avg. Rain	Pasc.	Moss Point	Esca.	Ocean Springs	Gautier	WJCUD	AGENCIES TOTAL
June 2014	4.7	2.787	2.184	1.106	2.136	2.033	3.053	13.300
July 2014	4.7	3.708	1.501	1.044	1.683	1.699	2.660	12.295
August 2014	3.3	2.817	1.185	0.805	1.570	1.575	2.488	10.441
September 2014	3.3	2.731	1.060	0.815	1.518	1.535	1.567	9.226
October 2014	1.3	2.481	0.923	0.707	1.431	1.417	1.469	8.428
November 2014	1.5	2.383	0.882	0.660	1.403	1.415	1.362	8.105
December 2014	5.6	2.542	1.233	0.924	1.432	1.496	1.428	9.054
January 2015	5.1	2.672	1.661	0.916	1.617	1.814	1.571	10.252
February 2015	2.3	2.728	1.675	0.971	1.608	1.788	1.487	10.257
March 2015	7.0	3.993	2.356	1.474	2.051	2.252	1.715	13.841
April 2015	10.0	4.371	2.515	1.664	2.309	2.567	1.827	15.253
May 2015	3.8	3.397	1.408	0.886	1.813	1.871	1.598	10.967
AVERAGE:	4.4	3.051	1.549	0.997	1.714	1.789	1.852	10.952
PERCENT TO TOTAL:		27.86%	14.14%	9.11%	15.65%	16.33%	16.91%	100.00%
	Avg. Rain	Pasc.	Moss Point	Esca.	Ocean Springs	Gautier	WJCUD	AGENCIES TOTAL
June 2015	7.2	2.928	1.668	1.245	1.767	2.124	1.562	11.294
July 2015	6.4	2.870	1.470	1.378	1.711	1.830	1.614	10.874
August 2015	5.6	3.117	1.289	1.053	1.679	1.713	1.608	10.459
September 2015	7.8	3.168	1.347	1.028	1.510	1.748	1.580	10.381
October 2015	5.5	3.191	1.388	1.090	1.521	1.575	1.465	10.230
November 2015	4.5	3.756	2.063	1.415	1.692	1.986	1.579	12.491
December 2015	10.9	4.109	2.175	1.740	1.971	2.229	1.787	14.012
January 2016	6.1	4.321	2.512	1.591	2.244	2.293	1.637	14.598
February 2016								
March 2016								
April 2016								
May 2016								
AVERAGE:	6.7	3.433	1.739	1.317	1.762	1.937	1.604	11.793
PERCENT TO TOTAL:		29.11%	14.75%	11.17%	14.94%	16.43%	13.60%	100.00%

Councilwoman Simkins provided the following handouts and discussed them with Mr. Fairfield.

# Fiscal year 2010 vs 2015 vs 2016 projected

	2010	2015	2016
JCUA operating expenses	\$5.6 million*	\$14.9 million	\$18.4 million
Cost passed along to Pascagoula	\$1.5 million	\$ 2.69 million	\$3.79 million
JCUA AVG treated gallons/day	12.6 million	10.95 million	11.79**
Pascagoula AVG flow/day	3.017	3.051	3.433**
Pascagoula's percentage of flow	23.79%	27.9%	29.11%**

\* In addition, there was \$2.7 million in debt service in 2010 fiscal year

\*\* Through January, 2016 —historically this drops in the spring and summer

## Fiscal year 2010 vs 2015 vs 2016 projected

- Based upon JCUA numbers, JCUA actually treated more wastewater in fiscal year 2010 than in 2015, or is projected for 2016. Yet operating expenses are 3x what they were during that time. \$5.5 million vs. \$18.4 million
- Despite processing less total wastewater, the charge to the City of Pascagoula has increased from \$1.9 million in budget year 2010 to \$3.79 million in fiscal year 2016.
- This is based entirely on budgetary increases (salary, depreciation, Pers, miscellaneous expenses, individualized insurance programs, etc.) Most of the costs associated with treating water have seen much smaller increases – electricity, etc.

## JCUA billing is budget billing to the Cities

- JCUA expenses – other income = cities share
  - \$18.4 million/jcua expenses - \$4.5 million/other income = \$13.9 million
- JCUA then multiplies the cities share by the cities percentage of flow
  - $\$13.94 * 26.8\% = \sim \$3.75$  million

After a lengthy discussion, Mayor Blevins thanked Mr. Fairfield for attending the meeting tonight and discussing this important topic. Mayor Blevins advised we would like to have the waste water treatment plant relocated and stated we are not happy with the increased costs which are being passed on to our citizens. He stated it is very important that we understand the costs and become more efficient.

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Donovan Scruggs, City Planner, provided a status report on a property cleanup matter at 3611 Frederic Street. This was continued from the Council meeting of November 17, 2015, when a 90-day extension period was granted to Charles Petty, property owner. With the expiration of the 90-day extension, Mr. Scruggs stated that no noticeable work has been done on the property and no permits have been issued by the Planning and Building Department. He stated that no action was necessary tonight for enforcement of the Resolution which was adopted on July 21, 2015.

Additional information is spread on the minutes as follows:



4015 14<sup>th</sup> Street  
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: February 10, 2016

**RE: 3611 Frederic**

At the November 17, 2015, meeting of the City Council, a 90 day Building Permit was approved by the City Council to work toward the rehabilitation of the referenced home. Several inspections provided by this department indicated no noticeable efforts at the site, and Mr. Petty or contractors/laborers were never encountered during these inspections. In addition, a review of files at the Building Department demonstrates no permits have been issued for the site during this period of time.

During the previous year, Mr. Petty attended several meetings requesting additional time to save the home and make the necessary repairs. To date, no visible evidence is available to support any such effort. At my request, the City Attorney reached out to Mr. Petty's attorney to let him know that there has been a lack of effort on the part of Mr. Petty. Mr. Petty came into the Planning and Building Department on February 2, 2016, to inform me of his progress. This was a brief, unscheduled discussion, and I let him know of the concerns over lack of progress.

Based on the lack of effort and overall unwillingness of the owner to make the necessary repairs to the home, it is my recommendation to proceed with the demolition and lot cleaning as described in the Resolution adopted in July 21, 2015.

Charles Petty, property owner of 3611 Frederic Street, addressed the Council and briefly commented on the property. Thereafter, Mayor Blevins advised Mr. Petty to contact Mr. Scruggs after the meeting if he had any questions.

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Donna Lynch Dart, Chairperson for the Distinguished Young Women of Pascagoula Scholarship Program 2016, addressed the Council and requested advertising the resources of the City through this program. Eddie Williams, City Attorney, advised the City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972.

After discussion, Councilman Tadlock made a motion to approve a sponsorship of \$500.00 to advertise the resources of the City through the Distinguished Young Women of Pascagoula Scholarship Program 2016. Councilman Tadlock then amended his motion to approve a sponsorship of \$500.00 to advertise the resources of the City through the Distinguished Young Women of Pascagoula Scholarship Program 2016 and authorize a manual check. 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 2-16-16)

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**The consent agenda was considered at this time:**

The first item for consideration was the minutes of the regular Council meeting of February 2, 2016, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Jackson made a motion to adopt and approve minutes of the regular Council meeting of February 2, 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 2-16-16)

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Minutes of the Strategic Plan Steering Committee meetings of September 17, October 15, November 19, and December 17, 2015, were acknowledged by the Council.

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Minutes of the Recreation Commission meeting of January 6, 2016, were acknowledged by the Council.

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Minutes of the Pascagoula Mayor's Youth Council meetings of December 14, 2015, and January 11, 2016, were acknowledged by the Council.

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The next item for consideration was a request for authorization to approve travel in a City vehicle for the Mayor's Youth Council to attend the Mississippi Municipal League (MML) Youth Summit as requested by LaLinda Grace, Economic Development Specialist. The summit will be held February 26-27, 2016, in Starkville, MS.

Councilman Jackson made a motion to approve travel in a City vehicle for the Mayor's Youth Council to attend the MML Youth Summit in Starkville, MS, from February 26-27, 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 2-16-16)

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The next item for consideration was a Software and Hardware Support Services Maintenance Agreement with Badger Meter, Inc., Milwaukee, WI, as recommended by Bobby Parker, City Clerk/Comptroller.

The agreement is spread on the minutes as follows:

**SOFTWARE AND HARDWARE SUPPORT SERVICES  
MAINTENANCE AGREEMENT**

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This Software and Hardware Support Services Maintenance Agreement (“**Support Agreement**”) is entered into effective this 1<sup>st</sup> day of December, 2015 (the “**Effective Date**”) by and between City of Pascagoula, located at 622 Delmas Avenue, Pascagoula, MS 39567 (“**Customer**”), and Badger Meter, Inc., a Wisconsin corporation with its principal place of business located at 4545 West Brown Deer Road, Milwaukee, WI 53224 (“**Badger Meter**”). Under this Support Agreement, Customer and Badger Meter are referred to individually as a “**Party**” and collectively as the “**Parties**.”

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**I. RECITALS**

- A. Customer has purchased Badger Meter Software (“**Software**”) and Badger Meter has granted Customer a license to use certain Badger Meter software pursuant to the terms of the Badger Meter Software License Agreement (the “**License Agreement**”).
- B. Customer may also have purchased a Badger Meter mobile meter reading hardware system, such as handheld data collectors, laptop computers or other mobile reading equipment (“**Hardware**”) for use with the Software. If so, this Support Agreement also covers Hardware as provided for herein.
- C. Customer desires to receive and Badger Meter agrees to provide certain support and maintenance services (collectively “**Support Services**”) for the Software and/or for the Hardware pursuant to the terms of this Support Agreement. Badger Meter.

**II. TERMS AND CONDITIONS**

- A. **Customer Software Support Services.** During the Term of this Support Agreement, Badger Meter agrees to provide Customer the support services (“**Software Support Services**”) related to the Software:
- B. **Badger Meter Customer Hardware Support Services.**
  - 1. **One Year Hardware Warranty.** Badger Meter agrees to provide Customer with support services for Hardware, as detailed in Schedule, under the one (1) year warranty included with the purchase of Hardware (“**Hardware Support Services**”).
  - 2. **Optional Extended Hardware Warranty.** Customer may elect to purchase up to four (4) years of extended warranty to cover the Hardware, for which Support Services will be provided according to Schedule 2 Badger Meter (“**Extended Hardware Warranty**”).
- C. **Professional Services.** Upon mutual agreement of the parties, Badger Meter will provide certain additional Software Support professional services (“**Professional Services**”) at Badger Meter’s then standard hourly and expense reimbursement rates. If Customer elects to purchase Professional Services, the Parties will prepare a Statement of Work setting forth a description of the Professional Services, the timeline for performance of the Professional Services, and the cost for the Professional Services. Each Statement of Work for Professional Services will incorporate all of the terms of this Support Agreement by reference.
- D. **Effective Date.** This term of this Support Agreement will commence on the Effective Date and continue for a period of one (1) year (“**Initial Support Term**”). At the end of the Initial Support Term, if renewed and paid for by Customer, the Support Agreement will renew for successive one-year terms, for Software Support Services as long as Badger Meter supports the Software, and for Hardware Support Services for up to an additional four years after the end of the Initial Support Term

("Renewal Support Term") unless earlier terminated in accordance with Section J (collectively, the "Term"). If Customer does not renew and later requests Support Services, prior to being eligible for Support Services, Customer must: 1) Pay prior unpaid Renewal Support Term years in full; and 2) send all Hardware to Badger Meter, at Customer's cost, for Badger Meter evaluation to confirm the Hardware is operational before Support Services are made available on a go-forward basis.

**E. Payments to Badger Meter; Terms.**

1. Customer must pay all applicable fees as invoiced.
2. Payment of Fees for the Renewal Support Terms. Badger Meter will notify Customer of fees due for any subsequent Renewal Support Term on an annual basis approximately ninety (90) days prior to the commencement of the anniversary of the Effective Date. To renew Support Services, Customer must at least submit a purchase order to Badger Meter if not pay the applicable fees for the upcoming Renewal Support Term, prior to the commencement of the applicable Renewal Support Term.
3. Interest. If Customer fails to pay an invoice when due, Badger Meter may charge interest on the unpaid balance at the rate of lesser of eighteen percent (18%) per annum or the maximum rate is allowable by law.
4. Taxes and Charges. In addition to the Fees, Customer agrees that it will be responsible to pay any taxes, government charges, surcharges or fees related to the purchase of services under this Support Agreement, except for taxes on Badger Meter's income.

**F. Limitations on Support Services.** This Support Agreement does not include Support Services for:

1. Software, products, data, or features not provided by Badger Meter or by its authorized representatives to Customer;
2. Modifications or alterations to the Software by Customer or a third party without the prior written consent of Badger Meter;
3. Failure by Customer to install or use the Software in accordance with the Documentation as defined in the Software Agreement;
4. Failure to replace earlier versions of the Software with updates and improvements provided to Customer within a reasonable amount of time after receipt;
5. Repair or restoration of Customer's data (unless the data loss is caused solely by Badger Meter while providing services to Customer and in such case, up to the point of the last Customer backup);
6. Software defects caused by Customer's negligence, misuse, misapplication, or use of the Software other than as specified in the Documentation; or
7. Using a version of the Software which is no longer supported by Badger Meter.

**G. Customer's Obligations.**

1. Access. During the Term of this Support Agreement, Customer will provide Badger Meter with reasonable access to Customer's copies of the Software to the extent necessary to enable Badger Meter to perform the Support Services.

2. Miscellaneous Costs. Customer will bear all reasonable costs associated with procuring, installing, and maintaining all equipment, telephone lines and communications interfaces necessary for Customer to obtain Support Services.
3. Customer Contacts. Customer will designate on Schedule 3, two (2) employees, including one primary contact, as its "Customer Contacts" to be generally available during the Coverage Hours defined in Schedule 2, in order to confer with Badger Meter regarding support-related issues. Customer must provide Badger Meter with the full name, work and cell phone numbers and email addresses for each of its Support Contacts. Customer will notify Badger Meter promptly of any changes in the Support Contacts. Badger Meter will provide technical support only to Customer's Support Contacts.

H. **Express Limited Warranty.**

1. Express Limited Warranty. Badger Meter provides an express limited warranty that the Support Services will be performed in a professional manner consistent with industry standards for a period of the lesser of one year or the balance remaining on the applicable warranty from the performance of those Support Services. **EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, BADGER METER MAKES NO OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE SUPPORT SERVICES. BADGER METER EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR INDUSTRY PRACTICE. CUSTOMER ACKNOWLEDGES THAT NO THIRD PARTY, INCLUDING A BADGER METER DISTRIBUTOR, HAS THE AUTHORITY TO MAKE OR MODIFY THE TERMS OF THIS EXPRESS LIMITED WARRANTY ON BEHALF OF BADGER METER.**
2. LIMITATION OF LIABILITY; REMEDIES. TO THE EXTENT ALLOWED UNDER MISSISSIPPI LAW, IN THE EVENT THAT BADGER METER FAILS TO PERFORM THE SUPPORT SERVICES IN ACCORDANCE WITH THE EXPRESS LIMITED WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY WILL BE THAT BADGER METER WILL USE COMMERCIALY REASONABLE EFFORTS TO RE-PERFORM THE SUPPORT SERVICES. IN THE EVENT THAT BADGER METER IS UNABLE TO CURE A DEFAULT UNDER THIS EXPRESS LIMITED WARRANTY, BADGER METER MAY CHOOSE TO REFUND ANY PAYMENTS RECEIVED BY CUSTOMER FOR THE DISPUTED SUPPORT SERVICES IN FULL SATISFACTION OF BADGER METER'S OBLIGATIONS.

TO THE EXTENT ALLOWED UNDER MISSISSIPPI LAW, IN NO EVENT WILL THE PARTIES BE LIABLE TO ONE ANOTHER OR ANY THIRD PARTY FOR ANY (i) DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, (ii) ANY DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF DATA, EXCEPT AS DESCRIBED IN SECTION F(5), OR LOST PROFITS, OR (iii) ANY CLAIM WHETHER IN CONTRACT OR TORT OR OTHERWISE THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT.

THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS SUPPORT AGREEMENT AND WILL APPLY NOTWITHSTANDING THAT A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

3. Essential Terms. The enforceability of this Section H is essential to Badger Meter's willingness to enter into this Support Agreement with Customer.

**I. Confidentiality.**

1. **Protection of Confidential Information.** The Parties agree that any non-public information shared between the Parties in connection with their performance under this Support Agreement will be deemed to be confidential and proprietary information if the Disclosing Party identifies that information as Confidential in writing prior to or at the time of disclosure ("Confidential Information"). Each Party agrees to hold the other Party's Confidential Information in strict confidence and will not copy, reproduce, give, sell, assign, license, market, transfer or otherwise dispose of the Confidential Information to third parties or use the Confidential Information for any purposes whatsoever other than as contemplated by this Support Agreement, without the other Party's prior written consent.
2. **Third Party Requests for Confidential Information.** Neither Party may disclose the other Party's Confidential Information except as required by law. If a Party receives a request for access to the other Party's Confidential Information, Party agrees to inform the Disclosing Party in writing within three (3) business days of receipt of the request unless prohibited by law.
3. **Exclusions from Confidential Information.** Confidential Information of a Party will not include information which is (i) in or becomes part of the public domain through no fault of the Receiving Party, (ii) the Receiving Party can prove was known to it prior to its receipt from the Disclosing Party, (iii) independently developed by the Receiving Party outside of this Support Agreement without the use of the Disclosing Party's information, or (iv) obtained by the Receiving Party from a third party which had no obligation of confidentiality to the Disclosing Party.
4. **Equitable Relief.** The Parties agree that in the event of a breach of this Section I, money damages may be inadequate. Either Party may seek injunctive, declaratory or other equitable relief to prevent a breach of this Section I.

**J. Termination.** This Support Agreement may be terminated for the following reasons:

1. **Termination of License Agreement.** This Support Agreement will immediately terminate upon the termination of the License Agreement.
2. **For Breach.** Either party may terminate this Support Agreement upon the occurrence of a material breach by the other Party if that breach has not been cured within thirty (30) days after the non-breaching Party has provided the breaching Party with written notice which contains a detailed explanation of the alleged breach.

**K. General.**

1. **Binding Agreement.** This Support Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
2. **Assignment.** Either party may assign its rights and obligations under this Support Agreement with the express written consent of the other party, which consent will not be unreasonably withheld or delayed, provided however that either party may assign its rights and obligations under this Support Agreement without the consent of the other party (i) upon a sale of a majority of its outstanding capital stock to an affiliate or third-party, (ii) if it sells all or substantially all of its assets, or (iii) in the event of a similar change of control.
3. **No Waiver; Severability.** All rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise any right or remedy provided under this Support Agreement will not be deemed a waiver of any further right or remedy.
4. **Savings Clause.** The invalidity of any provision of this Support Agreement will not affect the validity and binding effect of the remaining provisions.

5. Notices. Any notice required under this Support Agreement must be sent by (i) an internationally recognized overnight delivery service, (ii) by facsimile with electronic confirmation of receipt or acknowledgement, or (iii) by electronic mail with electronic confirmation of receipt or acknowledgement. All written notices will be effective upon receipt.
6. Force Majeure. If, and to the extent that either party is precluded from performing its duties and obligations under this Agreement as the result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, such non-performing party shall be excused to the extent that its performance continues to be precluded by such acts.
7. Entire Agreement. This Support Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations or proposals, whether written or oral.

By executing this Support Agreement, the Parties acknowledge that they have reviewed the terms and conditions of this Support Agreement and agree to be legally bound by those terms. —An electronic signature on this Support Agreement is legally binding on the parties.

**BADGER METER, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**  
**CONTACT INFORMATION**

**Badger Meter, Inc.**  
**4545 W. Brown Deer Rd.**  
**Milwaukee, WI 53223**  
**1-800-876-3837**  
**[www.badgermeter.com/](http://www.badgermeter.com/)**

## SCHEDULE 2

### SERVICE LEVELS

1. **Service Hours.** Badger Meter will provide the Support Services during the following hours:
  - (a) **Normal Business Hours.** Badger Meter will provide Support Services between the hours of 7:30 am and 5:00 pm Central Time, Monday thru Friday, excluding U.S. holidays ("Coverage Hours").
  - (b) **Extended Coverage Hours.** Badger Meter, in its discretion, may provide Customer with Support Services during hours extending beyond the Coverage Hours for customers with active customer support agreements [or license agreements].
  
2. **Support Services Process and Procedures.**
  - (a) **Software Support Services--**

Badger Meter will provide Customer with access to scheduled software releases, product update releases, engineering updates and related documentation on an as-available basis.

Upon experiencing a difficulty with the Software, Customer should do as follows:

    - Check troubleshooting resources imbedded in the Software, instruction manuals, Badger Meter's self-service troubleshooting tips at [www.badgermeter.com/](http://www.badgermeter.com/) (includes informational materials, instructions and FAQs );Badger Meter
    - Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.
  
  - (b) **Hardware Support Services --** Upon experiencing a difficulty with the Hardware, Customer should do as follows:

Check troubleshooting resources imbedded in the Hardware, instruction manuals, Badger Meter's self-service troubleshooting tips at [www.badgermeter.com/](http://www.badgermeter.com/) (includes informational materials, instructions and FAQs );

Contact Badger Meter with a request for assistance. Contact information can be found on Schedule 1.

Badger Meter will use reasonable efforts to identify and resolve the request.

If Hardware is covered under the Support Agreement and a Hardware issue cannot be resolved after a Level 1 and 2 troubleshooting assessment, Badger Meter will provide Customer with loaned replacement Hardware and Customer will immediately return the inoperable Hardware to Badger Meter at Customer's cost. Upon receipt of the Hardware from Customer, Badger Meter will verify the Hardware inoperability issue and will arrange for the repair or replacement of the inoperable Hardware at its sole discretion. Badger Meter will return the repaired or replaced Hardware to Customer at Badger Meter's cost. Customer consents to Badger Meter's use of third-party vendors in repairing or replacing the Hardware. During use, Customer agrees be liable for damages to and misuse of loaned Hardware, owned by Badger Meter.

3. **Priority of Requests.** Badger Meter will prioritize Customer requests for assistance based upon the following criteria:

- (a) **Priority I: Work Stoppage.** Customer is unable to collect reading data or process reading data for billing purposes due to issues with Badger Meter Hardware or Software and a work-around is not available or is generally unacceptable.
- (b) **Priority II: Loss of Software Function.** A major software function is inoperable but reading and billing work can continue without any significant impact to Customer.
- (c) **Priority III: Minor Software Issue.** Loss of a function which does not seriously impact reading and billing.
- (d) **Response Goals:**

INCIDENT FIX	INCIDENT SEVERITY		
	Priority I	Priority II	Priority III
Initial Response	1 Business Hour	4 Business Hours	12 Business Hours
Response Update	Each Business Day	Each Week	Bi-Weekly
Relief	Immediate	As Soon as Possible	Reasonable Efforts

**SCHEDULE 3**  
**CUSTOMER CONTACTS**

**Primary Contact:**

Name:  
Title:  
Address:  
Phone Number  
Fax Number  
Email Address

**Secondary Contact:**

Name:  
Title:  
Address:  
Phone Number  
Fax Number  
Email Address

Councilman Jackson made a motion to approve the Software and Hardware Support Services Maintenance Agreement with Badger Meter, 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was a Purchase Agreement with United States K-9 Unlimited, Inc., Kaplan, LA, for one canine and handler training course for the Police Department as recommended by Police Chief Kenny Johnson. The cost is \$14,600.00.

The Purchase Agreement is spread on the minutes as follows:



# Purchase Agreement



This agreement is made this 5<sup>th</sup> day of February, 2016 by and between United States K-9 Unlimited, Inc., 10919 Odilon Road, Kaplan, La., 70548, Roger Abshire, President, hereinafter referred to as Seller, and Pascagoula Police Department, hereinafter referred to as Buyer.

## Recitals

It is the intent of the parties that Seller shall provide to Buyer one trained dog, Tony, for the purpose of patrol functions and narcotics detection. Seller is an independent contractor engaged in the business of providing trained dogs to law enforcement agencies. It is understood that the dog will be exposed to members of the general public singly and in crowds, with and without animals and other distractions, in calm and excited states, with benign and hostile intentions and attitudes.

## Agreement

In consideration of the above recitals and the following mutual covenants, the Parties agree as follows:

### Section One: Performance Required

The dog shall be trained and ready for field training upon completion of handler's training. Training shall consist of at least eight (8) weeks for the dogs, and at least five (5) weeks for handler.

### Section Two: Terms

Buyer shall pay Fourteen Thousand Six Hundred Dollars (U.S 14,600.00) for one canine and handler training course. **Full amount due for dog must be received in full within 45 days of signing purchase agreement. When buyer selects a dog, seller will take the dog off the market for a period of 7 days grace time in order to process the signed purchase agreement and return to seller. Late fee of \$100.00 per day will be charged if payment is not received on time. Dog must be paid in full prior to or upon commencement of handler training or delivery.**

The dog shall be fully trained and field ready to the satisfaction of Handler's supervisor and Seller's Instructor according to standards established by the United States K9 Unlimited Dog Training Academy.

### Section Three: Maintenance and Risk of Loss

Buyer is responsible for all nourishment and medical expenses upon initiation of handler's training. Risk of loss due to injury or illness, absent negligence of Seller, shall be on the Buyer. Seller warrants the dog(s) to be sound and healthy. In the event that the Buyer's veterinarian determines that the dog is not sound and in good health within 3 business days from completion of the handler course, Seller shall replace the dog at no cost to Buyer and provide a new training course with the new dog at no cost to Buyer, or refund to Buyer the entire compensation paid under this agreement.

**Section Four: Workability Guarantee**

Seller guarantees that for a period of 14 days, after completion of training, the dog will perform according to standards schooled during the training provided the handler maintains proper training. Handler shall be responsible for maintaining meticulous training records as proof of maintenance during the fourteen-day period. Training will consist of at least eight hours of training a week. Should a problem arise with the dog that cannot be corrected through training within the fourteen days, Seller shall replace the dog at no cost to buyer. The dog will be evaluated by Seller or his agent with expenses to be paid by the responsible party be it Buyer or Seller. Handler is required to schedule a follow-up training day 45-60 days after Handler Course has been completed for an evaluation at no additional charge to Buyer. Follow up evaluation is to assure that schooled training methods and standards have been maintained.

**Section Five: Non-Assignment of Contract**

It is agreed by the parties that there will be no assignment or transfer of this contract, nor of any interest or obligation under this contract.

**Section Six: Medical Liability**

Buyer agrees that the handler is in good physical health and meets the requirements for handling the dog. Buyer shall be responsible for payment of medical treatment of any injury. Seller shall not be responsible for injuries sustained by handler or canine during training in canine handling to include, but not be limited to, apprehension training.

**Section Seven: Instrument as Entire Agreement and Venue**

This agreement contains the full agreement between the parties, and no statement or representations made by either party or by an agent of either party that is/are not contained in this written contract shall be valid or binding. Any disputes and litigation arising from this agreement shall be held in the Jackson County Court, County of Jackson, Mississippi and the parties hereby consent to the venue of said court for all controversies arising from this agreement.

In witness whereof, the parties have executed this agreement in the Parish of Vermilion, Louisiana, on the day and year above written.

**UNITED STATES K-9 UNLIMITED, INC.**  
Seller \_\_\_\_\_  
BY: ROGER ABSHIRE (President)

**PASCAGOULA POLICE DEPARTMENT**  
Buyer \_\_\_\_\_  
BY: Authorized Signer

Councilman Jackson made a motion to approve the Purchase Agreement with United States K-9 Unlimited, Inc. for one canine and handler training course for the Police Department 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was authorization for Doug Adams to serve as a secondary designated signatory official for the FY16 DUI Grant through the Mississippi Office of Highway Safety as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to authorize the Mayor to execute the Mississippi Office of Highway Safety Designation of Secondary Signatory Official form related to the FY16 DUI Grant 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was a request to advertise for annual contract bids for CCTV Inspection and Pipe Repair work (TV and Lining focus) as recommended by Jaci Turner, City Engineer. Ms. Turner advised work will be done during the year on an as needed basis and based on allocated funds in the approved budget.

Councilman Jackson made a motion to authorize the City Clerk to advertise for annual contract bids for CCTV Inspection and Pipe Repair work (TV and Lining focus) 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to advertise for annual contract bids for pipe CCTV and Cleaning Services as recommended by Jaci Turner, City Engineer. Ms. Turner advised work will be done during the year on an as needed basis and based on allocated funds in the approved budget.

Councilman Jackson made a motion to authorize the City Clerk to advertise for annual contract bids for CCTV and Cleaning Services 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to advertise for annual contract bids for miscellaneous utility repairs as recommended by Jaci Turner, City Engineer. Ms. Turner advised work will be done during the year on an as needed basis and based on allocated funds in the approved budget.

Councilman Jackson made a motion to authorize the City Clerk to advertise for annual contract bids for miscellaneous utility repairs 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to advertise for annual contract bids for miscellaneous concrete infrastructure work as recommended by Jaci Turner, City Engineer. Ms. Turner advised work will be done during the year on an as needed basis and based on allocated funds in the approved budget.

Councilman Jackson made a motion to authorize the City Clerk to advertise for annual contract bids for miscellaneous concrete infrastructure work 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to approve Task Order No. 054 with Compton Engineering, Inc., Pascagoula, MS, for full design services, the bid process, and construction oversight services related to the Market Street Improvements Area 3 – from Ingalls Avenue to Polk Avenue Project, including the two intersections, as recommended by Jaci Turner, City Engineer. Funding for the task order and construction will come from bond proceeds and allocated between general fund and utility fund items as appropriate.

The task order is spread on the minutes as follows:

**TASK ORDER No. 054**  
**CITY OF PASCAGOULA GENERAL SERVICES CONTRACT**

**PROJECT NAME: Market Street Improvements AREA 3 – Ingalls Avenue to Polk Avenue**

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 checked="" 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 checked="" type="checkbox"/> Contract Docs for Bid | <input type="checkbox"/> Contract Docs for quote        | <input type="checkbox"/> Design Documents only        |
| <input checked="" 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: The consultant shall provide design and construction documents for the approved conceptual design of Market Street Improvements Area 3 from a point no greater than 100' south of Ingalls Avenue to a point no greater than 100' north of Polk 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 bids one time for a contractor to construct the proposed improvements as shown on the attached Exhibit A "Proposed Market Street Improvements – Ingalls Avenue to Polk Avenue". CE shall consult with Stantec for roundabout design engineering, including traffic models.
2. CE shall determine traffic volume impacts on adjacent roadways resulting from proposed commercial development on Market Street. Update traffic volume counts to reflect the proposed commercial development generated trips. Create, calibrate and construct 3D simulation models based upon peak-hour traffic operations at the two roundabout intersections. Create video simulation files that illustrate traffic operations at the two roundabout intersections. Public meeting presentation preparation. Attend up to two public meetings to present simulation models and address questions.
3. CE shall prepare a SWPPP in accordance with local codes for the proposed improvements as on the attached Exhibit A.
4. CE shall prepare and submit applications to permit improvements to the City water and sewer infrastructure, to MS Department of Health, MS Department of Environmental Quality, and Jackson County Utility Authority.

5. CE shall provide services during construction to include bid administration, construction administration, and construction observation for the construction of the proposed improvements as shown on the attached Exhibit A.

Timeline and Milestones: CE will begin work within 17 days of receipt of an executed agreement. CE will complete the services within 127 days thereafter. Timeline is contingent on public meetings input and approval of schematic.

Cost and Method of Compensation:

1. CE shall provide 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 is \$144,442.43 based on an estimated cost of construction of \$2,331,699, less fee for Concept/Phasing Plan under Task Order 27. 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's Consultant shall prepare and present the design improvements to the public as described in Item 2 above on a lump sum basis of \$21,316.00.
3. CE shall prepare a SWPPP as described in Item 3 above for a lump price of \$1,500.00.
4. CE shall prepare and submit applications for permitting as described in Item 4 above for a lump sum of \$2,500.00
5. CE shall provide services during construction as described in Item 5 above on a time and material basis not to exceed \$96,125.00 based on CE's hourly rates in the general services agreement. The services during construction shall be based on a time allocation of 40 hours PM time for bid administration, 8 hours per day RPR time for construction observation for 5 out of 7 days a week for a 210 calendar day construction contract, 0.5 hours per day PM time for construction administration for 5 out of 7 days a week for a 210 calendar day construction contract, and 30 hours PM time for project close-out. The actual fee shall be adjusted based on the actual length of the calendar day contract for the proposed improvements at the time the contract is awarded by issuing an amendment to this agreement.

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.

\_\_\_\_\_ By initialing here, the Consultant agrees that the above described scope of work represents a complete scope of work consistent with the goals of the Owner and no additional tasks will be needed to accomplish the intent.

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated February 4, 2015.

**CITY OF PASCAGOULA:**

**CONSULTANT:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

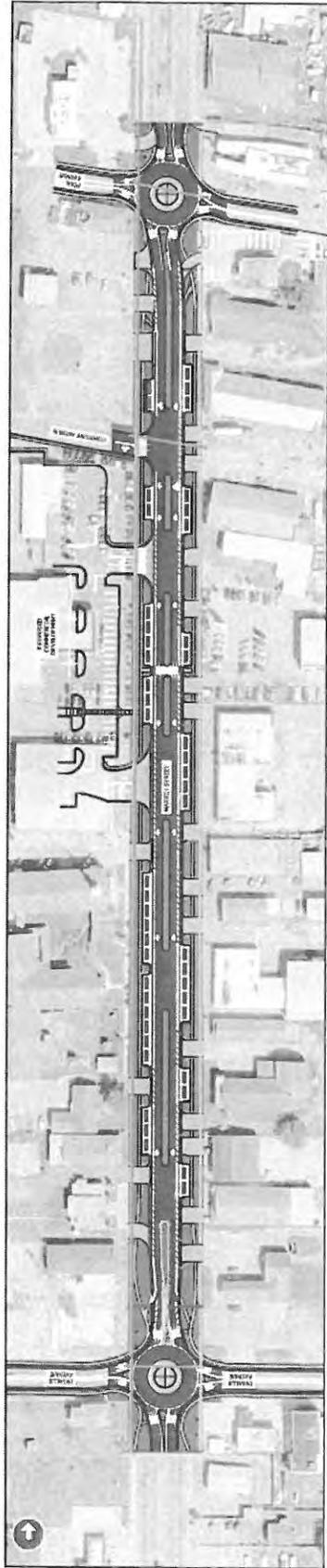
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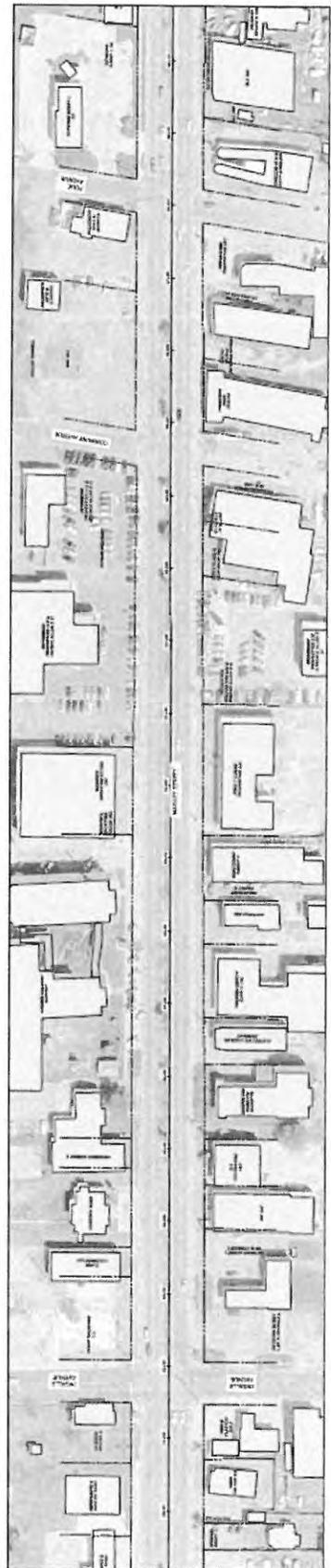


EXHIBIT A

PROPOSED MARKET STREET IMPROVEMENTS  
INGALLS AVENUE TO POLK AVENUE



3 - INGALLS AVENUE TO POLK AVENUE



REVIEWED BY  
COMPTON ENGINEERING, INC.

**EXHIBIT B**  
**Proposed Market Street Improvements**  
**AREA 3 Ingalls Avenue to Polk Avenue**

**Conceptual Opinion of Cost**

<b>PROBABLE BUDGET ESTIMATE FOR CONSTRUCTION COST</b>	
Estimated Construction Cost:	\$ 2,331,699

Note: The above probable budget estimate was estimated under Task Order 27 (CE Project No. 213-008.027) and is based on conceptual designs prepared over aerials. This estimate is subject to change as the design progresses and is incorporated into the surveyed conditions.

<b>ESTIMATED PROJECT DURATION BASED ON CONCEPTUAL SCOPE</b>	
Estimated Project Duration	210

<b>PROFESSIONAL SERVICES COST</b>			
Item	Description	Unit	Amount
1	SWPPP	Lump Sum	\$ 1,500
2	Utility Permits (MDEQ, MDOH, and JCUA)	Time & Material NTE	\$ 2,500
3	Public Presentations / Traffic Models	Lump Sum	\$ 21,316
4	Professional Design Services	40/(log of the Construction Cost)%	\$ 146,471
5	Professional Design Services - Concept/Phasing Plan under Separate Contract	Lump Sum	\$ (2,028.57)
6	Services During Construction	Time allocation of 8 hours per day RPR & 0.5 hours per day PM for 5 days a week for the above estimated project duration with 40 hours PM time for bid administration and 30 hours PM time for project close out	\$ 96,125
<b>TOTAL PROFESSIONAL SERVICES COST:</b>		<b>\$</b>	<b>265,883</b>
<b>SUBTOTAL CONSTRUCTION COST &amp; PROFESSIONAL SERVICES COST:</b>		<b>\$</b>	<b>2,597,582</b>
<b>10% CONTINGENCY:</b>		<b>\$</b>	<b>259,758</b>
<b>TOTAL CONSTRUCTION &amp; PROFESSIONAL SERVICES COST WITH CONTINGENCY:</b>		<b>\$</b>	<b>2,857,341</b>

Note: The above costs are considered order of magnitude and have been prepared without design considerations. The cost may vary minus 25 to plus 25 percent.

Councilman Jackson made a motion to approve Task Order No. 054 with Compton Engineering, Inc., Pascagoula, MS, for full design services, the bid process, and construction oversight services related to the Market Street Improvements Area 3 – from Ingalls Avenue to Polk Avenue Project, including the two intersections, 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was a proposal letter dated January 8, 2016, from Butler, Snow, LLP, Jackson, MS, to serve as the Dissemination Agent for the City of Pascagoula for the submission of the 2016 Continuing Disclosure Statement as recommended by Bobby Parker, City Clerk/Comptroller. This statement is required by the Securities and Exchange Commission. The cost for this service will be \$3,000.00.

The proposal letter is spread on the minutes as follows:

# BUTLER | SNOW

January 8, 2016

VIA E-MAIL AT [BPARKER@CITYOFPASCAGOULA.COM](mailto:BPARKER@CITYOFPASCAGOULA.COM)

City of Pascagoula, Mississippi  
Attn: Robert J. "Bobby" Parker, City Clerk  
P.O. Box 908  
Pascagoula, MS 39568-0908

Re: City of Pascagoula, Mississippi 2016 Continuing Disclosure Submission

Dear Mr. Parker:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to the City of Pascagoula, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2015 to be filed on or before March 31, 2016.**

## SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

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### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

### **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEE STRUCTURE**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

### **PUBLICITY CONCERNING THIS MATTER**

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

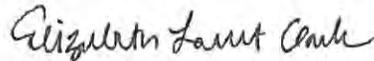
**RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

**BUTLER SNOW LLP**



By: Elizabeth Lambert Clark

Accepted and Approved:

**CITY OF PASCAGOULA, MISSISSIPPI**

BY: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_, 2016

Cc: Eddie Williams, Esq., City Attorney (via email to: [ewilliams@cityofpascagoula.com](mailto:ewilliams@cityofpascagoula.com))  
Harry J. Blevins, Mayor (via email to: [jimblevins@cityofpascagoula.com](mailto:jimblevins@cityofpascagoula.com))

**EXHIBIT A**

**Event Notice**

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

**CITY OF PASCAGOULA, MISSISSIPPI**

BY: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_, 2016

Councilman Jackson made a motion to authorize Butler Snow, LLP, to serve as the Dissemination Agent for the submission of the 2016 Continuing Disclosure Statement for the City of Pascagoula as required by the Securities and Exchange Commission at a fee of \$3,000.00 and 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was the 2015 CDBG Public Services Agreement with Gulf Coast Women's Center for Nonviolence, Inc. as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to approve the 2015 CDBG Public Services Agreement with Gulf Coast Women's Center for Nonviolence, Inc. 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was the 2015 CDBG Public Services Agreement with Singing River Health System as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to approve the 2015 CDBG Public Services Agreement with Singing River Health System 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 2-16-16)

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

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The next item for consideration was the 2015 CDBG Public Services Agreement with Catholic Social and Community Services, Inc. as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to approve the 2015 CDBG Public Services Agreement with Catholic Social and Community Services, Inc. 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 2-16-16)

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

\*\*\*\*\*

The next item for consideration was a request for permission for the Gulf Coast Inspection Train invitees to be transported in City vehicles to scheduled stops on the train route on Thursday, February 18, 2016, as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Jackson made a motion to approve the request for permission for the Gulf Coast Inspection Train invitees to be transported in City vehicles to scheduled stops on the train route on February 18, 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to allocate an additional \$8,300.00 for the replacement of the garbage truck for the Parks & Recreation Department as recommended by Darcie Crew, Parks & Recreation Director. Ms. Crew advised that \$50,000.00 was budgeted for the truck and the actual cost is \$58,300.00.

After comments, Councilman Jackson made a motion to approve the request to allocate an additional \$8,300.00 for the replacement of the garbage truck for the Parks & Recreation Department 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 2-16-16)

\*\*\*\*\*

**The following new business items were considered at this time:**

The first item for consideration was an appointment to the Pascagoula Gautier School Board of Trustees as presented by Joe Huffman, City Manager. Mr. Huffman advised that resumes were received from Jennifer Baxter, Jennifer Colmer, Artie Stewart, and L. C. Turner. Jennifer Colmer's term on the School Board will expire March 4, 2016.

After brief comments, Councilman Jackson made a motion to appoint L. C. Turner to the Pascagoula Gautier School Board of Trustees for a five-year term. The motion was

seconded by Councilman Pickett and received the following vote: Mayor Blevins “NAY”. Councilmen Hill “NAY”, Jackson “AYE”, Pickett “AYE”, Simkins “NAY”, Tadlock “NAY”, and Tipton “NAY”. (Motion failed 2-16-16)

Councilman Tadlock made a motion to reappoint Jennifer Colmer to the Pascagoula Gautier School Board of Trustees for a five-year term effective Saturday, March 5, 2016. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “NAY”, Pickett “NAY”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to authorize the City Clerk to advertise for quotes or bids for the demolition of the Energy Recovery Facility (ERF)/Transfer Station building as recommended by Jaci Turner, City Engineer. Quotes or bids will include the structure, slab, and some earthwork to secure the site, as needed.

Councilman Tadlock made a motion to authorize the City Clerk to advertise for quotes or bids for the demolition of the Energy Recovery Facility (ERF)/Transfer Station building 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a request to approve a proposal from Rick Menhennett to complete a survey of property on the west side of Swordfish, north of Washington Avenue, as recommended by Jaci Turner, City Engineer. The survey will identify property corners and lines, any existing easements and encroachments. It will also flag the easement(s) on the ground. This survey would be the first step in identifying the boundary of the area required for access to maintain a drainage path in the area. The City will provide letters to the residents explaining the purpose for the survey, and the consultant will provide field stakes, photos, and a drawing showing the relevant information. The proposed cost to complete the work is \$2,900.00.

A map of the survey area is as follows:



Councilwoman Simkins made a motion to approve the proposal from Rick Menhennett to complete a survey of property on the west side of Swordfish, north of Washington Avenue, 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 2-16-16)

\*\*\*\*\*

The next item for consideration was an updated job description for the Assistant Comptroller position as recommended by Valerie Moore, Human Resources Director. Bobby Parker, City Clerk/Comptroller, discussed this item with the Council tonight in the absence of Ms. Moore. The salary survey for this position supports the proposed Grade 120 which has a pay range of \$46,707.55 - \$69,013.27. In 2012, when the Pay and Classification Study was conducted, this pay range was 8% below other Gulf Coast municipalities with this similar position. At the time of the study, the decision was made to

leave the salary range at the current level because the few comparable positions on the Coast utilized in the comparison included qualifications and supervisory responsibilities beyond those listed in Pascagoula's job description. The updated version now includes those two factors along with being able to handle all finance functions in the event the Comptroller is absent.

The proposed updated job description for the Assistant Comptroller is spread on the minutes as follows:



## City of Pascagoula Job Description

### Assistant Comptroller

<b>DEPARTMENT:</b>	Finance	<b>LABOR GRADE:</b>	120
<b>EXEMPT(Y/N):</b>	Yes	<b>POSITION CODE:</b>	652065
<b>REPORTS TO:</b>	Comptroller		

#### MEETING PERFORMANCE EXPECTATIONS

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

#### SUMMARY:

**This position is responsible for assisting the comptroller by performing a wide variety of administrative and financial functions in accordance with all applicable laws and City of Pascagoula policies and procedures.**

#### ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- This position will learn each financial function and understand each financial software module to have the ability to serve at the highest levels of each particular function in the event the Comptroller is absent.
- Serves as the custodian and primary person empowered with accounting for the city's assets; as such, the individual is responsible for establishing internal procedures for accomplishing tasks and ensuring proper fixed asset accounting is developed and maintained.
- Maintains annual reporting of all pledged depository collateral in keeping with statutory requirements.
- As directed by the Comptroller, will internally audit processes and procedures to ensure adherence to established statutory and regulatory requirements.
- Coordinates the preparation of materials and documents for, and acts as liaison with, external auditors.
- When serving in the place of the Comptroller will have the same supervisory and managerial authority of the Comptroller.
- Any other duties assigned by the Comptroller.

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

#### QUALIFICATION REQUIREMENTS:

Assistant Comptroller

1 of 2

Assistant Comptroller

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

**SUPERVISORY REQUIREMENT:**

This position may supervise Accounting and Purchasing employees.

**EDUCATION and EXPERIENCE:**

Bachelor's Degree in Finance or Accounting, five years of experience in finance or accounting position, 2-3 years municipal accounting experience required. Applicant must be a CPA, or possess an equivalent combination of education and experience. Previous banking or consumer finance experience preferred.

**SPECIAL QUALIFICATIONS:**

Computer proficiency in MS Office Suite is required; previous experience with MUNIS software is preferred. A valid Mississippi driver's license is required.

**LANGUAGE AND REASONING SKILLS:**

Ability to understand written or oral instructions; read, analyze and interpret complex documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one and small group setting. Strong interpersonal skills are essential to maintain effective working relationships with others. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve complex issues/problems while adhering to an appropriate policy and procedure.

**PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is regularly required to talk, see or hear; to stand; walk; sit; and use hands to finger, handle or feel objects, tools or controls.

**WORKING ENVIRONMENT:**

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

The noise level in the work environment is usually low and work is performed in a well lit, adequately ventilated, climate controlled office.

After brief comments, Councilwoman Simkins made a motion to approve the updated job description for the Assistant Comptroller position 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 2-16-16)

After brief comments regarding the increase in Labor Grade from 115 to 120, Councilman Tadlock made a motion to approve a Labor Grade 120 for the updated job description for the Assistant Comptroller position 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 2-16-16)

\*\*\*\*\*

The next item for consideration was a Resolution creating the Estabrook redevelopment area for Brownfield's cleanup at the proposed Walmart site as recommended by Donovan Scruggs, City Planner.

The Resolution is spread on the minutes as follows:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, ESTABLISHING A REDEVELOPMENT PROJECT AREA PURSUANT TO SECTION 49-35-1, ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANNOTATED AS AMENDED AND PURSUANT TO SECTION 57-91-1, ET SEQ OF THE MISSISSIPPI CODE OF 1972, ANNOTATED AS AMENDED AND WHICH REDEVELOPMENT PROJECT AREA SHALL BE KNOWN AS THE ESTABROOK REDEVELOPMENT AREA**

**WHEREAS**, pursuant to Section 49-35-1, *et seq.* of the Mississippi Code of 1972, Annotated, as Amended and which act is entitled "Mississippi Brownfields Voluntary Cleanup and Redevelopment Act" and Section 57-91-1, *et seq.* of the Mississippi Code of 1972, Annotated, as amended and which act is entitled "Economic Redevelopment Act," the City of Pascagoula has identified certain property described on the attached Exhibit "A" as a "Brownfield" property that is a potential location for redevelopment; and

**WHEREAS**, the proposed Developer, being Wal-Mart Real Estate Business Trust, (hereinafter "Wal-Mart") a Delaware statutory trust, has requested that the City of Pascagoula participate in the Brownfield Program for the State of Mississippi through the Mississippi Department of Environmental Quality and the Mississippi Development Authority; and

**WHEREAS**, pursuant to Section 49-35-3 of the Mississippi Code of 1972, Annotated, as Amended, such participation in the aforesaid project shall be done without the use of taxpayer funds; and

**WHEREAS**, pursuant to the guidelines for the aforementioned Brownfields Voluntary Cleanup and Redevelopment Act and the Economic Redevelopment Act, the City is required to establish the property as described on the attached "Exhibit A" as a "redevelopment area" and subsequently enter into a Development Agreement with Developer and to which the Developer must make an application to Mississippi Development Authority for the proposed project; and

**WHEREAS**, the City of Pascagoula, Mississippi desires to see the proposed property redeveloped in accordance with the existing ordinances and regulations of the City of Pascagoula, Mississippi and resolves to review the development plan of the Developer Wal-Mart once the same is presented to the City of Pascagoula, Mississippi.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Pascagoula, Mississippi in regard to the proposed redevelopment project of the Developer, Wal-Mart, and the Mississippi Development Authority as follows:

**Section 1.** The City Council hereby establishes that the area described in the legal description being attached hereto as Exhibit "A", is a "redevelopment area" as required by Section 49-5-3 of the Mississippi Code of 1972, Annotated, as Amended, and shall henceforth be known as the Estabrook Redevelopment Area.

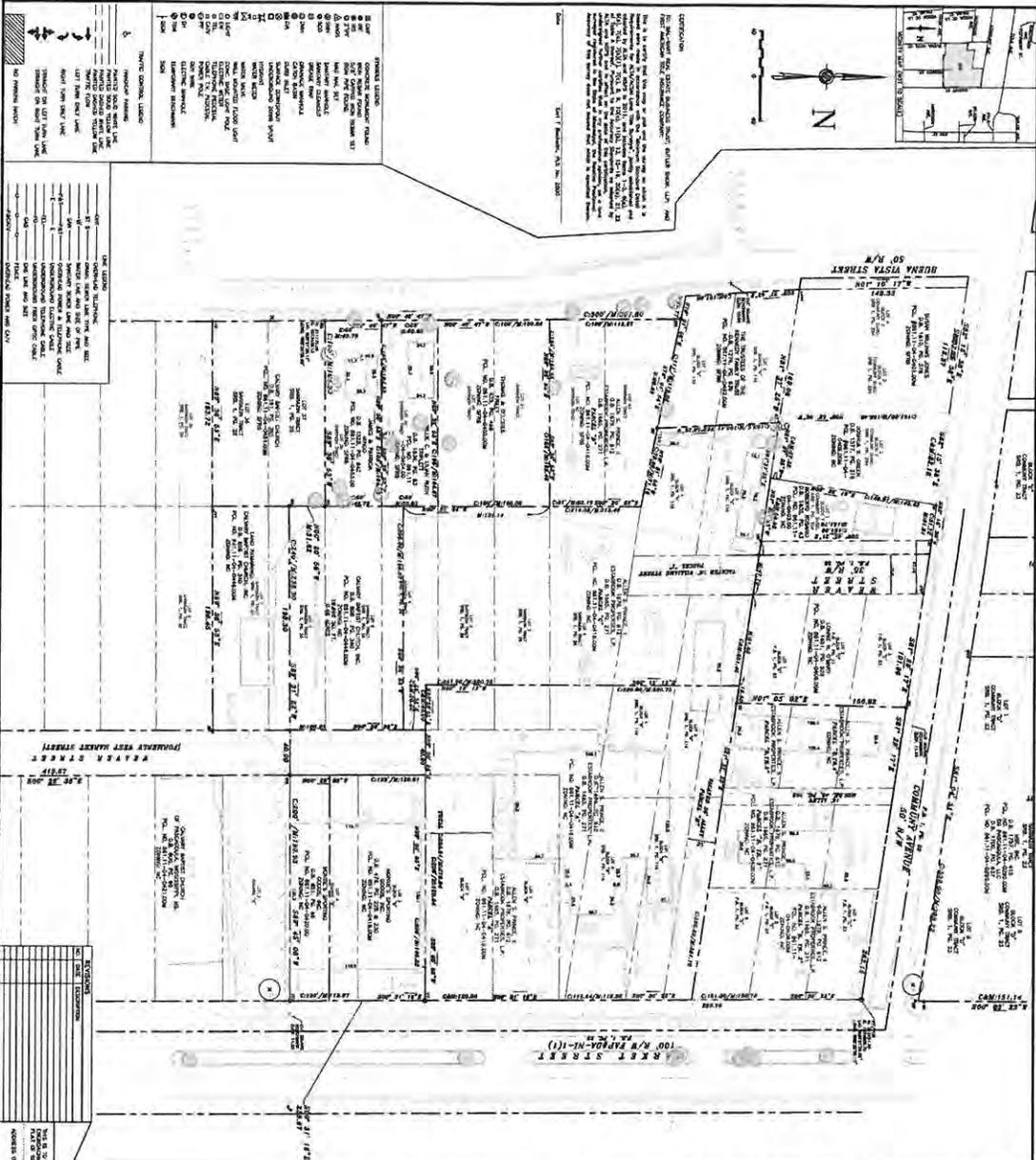
**Section 2.** The Mayor is authorized to execute a development agreement with Wal-Mart and the Mississippi Development Authority provided that any such agreement does not require the use of any taxpayer funds and the Developer shall pay all fees and cost associated with such application.

**Section 3.** The Mayor is authorized to execute and the City Clerk is authorized to attest to any and all documents necessary to assist Wal-Mart in submission of an application to the Mississippi Development Authority for certification as a redevelopment project area.

**Section 4.** The City of Pascagoula, Mississippi, does not warrant the accuracy of the attached legal description of the subject property as the same is for reference purposes only.

Exhibit A is spread on the minutes as follows:

## **Exhibit A**



**LEGEND**

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SURVEY LEGAL DESCRIPTION  
OVERALL WAL-MART  
PURCHASE

SITUATED IN THE CITY OF PASCAGOULA, COUNTY OF JACKSON AND STATE OF MISSISSIPPI AND KNOWN AS BEING ALL OR PART OF LANDS CONVEYED TO THE FOLLOWING:  
ALLEN S. PRINCE, II BY DEED RECORDED IN DEED BOOK 1678, PAGE 612;  
MONTIE'S SPORTING GOODS, INC BY DEED RECORDED IN DEED BOOK 476, PAGE 228 & 230 AND DEED BOOK 651, PAGE 48;

JAMES AND PATRICIA MINGO BY DEED RECORDED IN DEED BOOK 1525, PAGE 842;  
WILLIE C. AND LILIAN RUTH TRIPLET BY DEED RECORDED IN DEED BOOK 1536, PAGE 63; THOMAS AND DELORES FRILEY BY DEED RECORDED IN DEED BOOK 425, PAGE 466; A PORTION OF CALVARY BAPTIST CHURCH BY DEED RECORDED IN DEED BOOK 806, PAGE 340; AND A PART OF WEAVER STREET (40' WIDE) TO BE VACATED;  
ALL RECORDED IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE AND IS FURTHER BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON PIPE FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF COMMUNY AVENUE (50' WIDE) AND THE WESTERLY RIGHT-OF-WAY OF MARKET STREET (100' WIDE); THENCE ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 00°30'28" EAST A DISTANCE OF 269.76 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 00°31'16" EAST A DISTANCE OF 239.67 FEET TO A CAPPED 5/8" IRON REBAR SET AT A NORTHEASTERLY CORNER OF LAND CONVEYED TO CALVARY BAPTIST CHURCH OF PASCAGOULA, MISSISSIPPI. BY DEED RECORDED IN DEED BOOK 806, PAGE 96 IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE; THENCE ALONG A NORTHERLY LINE OF LAND SO CONVEYED TO CALVARY BAPTIST CHURCH OF PASCAGOULA, MISSISSIPPI SOUTH 89°45'08" WEST A DISTANCE OF 199.93 FEET TO A CAPPED 5/8" IRON REBAR SET IN THE EASTERLY RIGHT-OF-WAY OF WEAVER STREET (40' WIDE); THENCE CROSSING SAID WEAVER STREET SOUTH 89°31'22" WEST A DISTANCE OF 238.30 FEET TO A CAPPED 5/8" IRON REBAR SET IN AN EASTERLY LINE OF LOT 37 CONVEYED TO CALVARY BAPTIST CHURCH BY DEED RECORDED IN DEED BOOK 191, PAGE 385 IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE; THENCE SAID EASTERLY LINE NORTH 00°20'56" WEST A DISTANCE OF 31.82 FEET TO A CAPPED 5/8" IRON REBAR SET; THENCE ALONG A NORTHERLY LINE OF SAID LOT 37 SOUTH 89°36'53" WEST A DISTANCE OF 164.30 TO AN IRON REBAR FOUND SAID IRON LYING IN AN EASTERLY RIGHT-OF-WAY OF BUENA VISTA STREET (WIDTH VARIES); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°40'47" WEST A DISTANCE OF 318.45 FEET TO A CAPPED 5/8" IRON REBAR SET IN A SOUTHERLY LINE OF LAND CONVEYED TO THE TRUSTEES OF THE KENNEDY FAMILY TRUST BY DEED RECORDED IN DEED BOOK 1276, PAGE 639 IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE; THENCE ALONG A SOUTHERLY LINE OF LAND SO CONVEYED TO THE TRUSTEES OF THE KENNEDY FAMILY TRUST SOUTH 78°01'56" EAST A DISTANCE OF 98.89 FEET TO AN IRON REBAR FOUND; THENCE ALONG AN EASTERLY LINE OF LAND SO CONVEYED TO THE TRUSTEES OF THE KENNEDY FAMILY TRUST NORTH 02°58'26" WEST A DISTANCE OF 108.41 FEET TO AN IRON REBAR SET IN A SOUTHERLY LINE OF LAND CONVEYED TO JOSHUA X. GREEN BY DEED RECORDED IN DEED BOOK 1577, PAGE 316 IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE; THENCE ALONG SAID SOUTHERLY LINE AND SOUTHERLY LINES OF LANDS CONVEYED TO ROBERTO ROSARIO BY DEED RECORDED IN DEED BOOK 1635, PAGE 43, THE SOUTHERLY TERMINUS OF WEAVER STREET (35' WIDE) AND LONNIE H. O'MARY BY DEED RECORDED IN DEED BOOK 1651, PAGE 528 ALL RECORDED IN THE JACKSON COUNTY CHANCERY CLERKS OFFICE SOUTH 81°37'25" EAST A DISTANCE OF 251.45 FEET TO AN IRON REBAR FOUND AT A SOUTHEASTERLY CORNER OF LAND SO CONVEYED TO LONNIE H. O'MARY; THENCE ALONG AN EASTERLY LINE OF LAND SO CONVEYED TO LONNIE H. O'MARY NORTH 01°03'02" EAST A DISTANCE OF 150.82 FEET TO A CAPPED 5/8" IRON REBAR SET AT A NORTHEASTERLY CORNER THEREOF SAID CORNER LYING IN SAID SOUTHERLY RIGHT-OF-WAY OF COMMUNY AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH

81°29'17" EAST A DISTANCE OF 262.15 FEET TO THE PLACE OF BEGINNING CONTAINING 268,505 SQ. FT. OR 6.16 ACRES (MORE OR LESS) OF LAND.

The above Resolution was introduced by Councilman Tadlock, seconded for adoption 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 Mayor then declared the Resolution adopted on the 16<sup>th</sup> day of February, 2016.

\*\*\*\*\*

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 January 29, 2016, through February 12, 2016, has been presented to the City Council for allowance and approval;

**WHEREAS**, the below claim numbers 01-15-01, 01-29-02 and 01-03 have also been presented to the City Council for allowance and approval:

<u>January 15, 2016</u>		<u>Claim 01-15-01</u>
010	General Fund	\$ 500,084.81
400	Pascagoula Utilities	22,184.94
480	Solid Waste Mgmt.	<u>396.91</u>
	Total	<u>\$ 522,666.66</u>

<u>January 29, 2016</u>		<u>Claim 01-29-02</u>
010	General Fund	\$ 498,082.71
400	Pascagoula Utilities	21,509.58
480	Solid Waste Mgmt.	<u>113.40</u>
	Total	<u>\$ 519,705.69</u>

<u>Miscellaneous Claim</u>	<u>Claim 01-03</u>
----------------------------	--------------------

1000	City Share FICA	\$ 50,853.61
1100	City Share Medicare	11,893.17
7000	City Share PERS	<u>131,932.13</u>
	Total	<u>\$ 522,636.94</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 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 16<sup>th</sup> day of February, 2016.

\*\*\*\*\*

Councilwoman Simkins commented on House Bill 1226 and Senate Bill 2668. She urged the Council to contact our legislative delegates and request support of these bills.

\*\*\*\*\*

Councilman Tadlock made a motion to close the meeting to consider 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".

\*\*\*\*\*

Councilman Hill made a motion to go into executive session for the purpose of discussing potential litigation with Knowles Construction Company regarding the Point Park Project and the PPM Consultants, Inc. suit. 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 to those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

\*\*\*\*\*

During executive session, Eddie Williams, City Attorney, advised the Council that the purchase and contract for the sale of the Energy Recovery Facility (ERF) could not be finalized. Mr. Williams requested authorization to return the \$1,000.00 check submitted by Matthew Byrd as earnest money for the property.

Councilwoman Simkins made a motion to authorize the City Attorney to return the \$1,000.00 check (earnest money) to Matthew Byrd. 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 2-16-16)

\*\*\*\*\*

During executive session and after discussion regarding PPM Consultants, Inc., Eddie Williams, City Attorney, recommended adoption of a Resolution authorizing settlement of a doubtful and disputed claim.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING SETTLEMENT  
OF DOUBTFUL AND DISPUTED CLAIM**

**WHEREAS**, on or about September 30, 2013, PPM Consultants, Inc. (PPM) submitted to the City of Pascagoula (City) its proposal for Management and Technical Support Services related to satisfying the objectives of a Brownfields grant by the United States Environmental Protection Agency; and

**WHEREAS**, the City ultimately accepted the proposal by PPM and executed an authorization to proceed on the business terms and conditions presented in PPM's proposal; and

**WHEREAS**, during the month of April, 2015, the City authorized the Community & Economic Development Director to terminate the services of PPM and a letter to that effect was forthwith sent to PPM; and

**WHEREAS**, the parties agreed that May 8, 2015, would in fact be the termination date of the consultant contract with PPM; and

**WHEREAS**, on or about the 8<sup>th</sup> day of May, 2015, the City received from PPM an invoice for services rendered through the date of May 8, 2015, and the invoice was promptly paid by the City; and

**WHEREAS**, several months later, the City was placed on notice by PPM that there were two outstanding invoices that had been sent to the City and the same had not been paid, which invoices were for services rendered in March and April, 2015; and

**WHEREAS**, the City has no record of ever receiving the invoices from PPM, but does not dispute that the work was performed; and

**WHEREAS**, by that time, the City had engaged the services of a new vendor to complete the project for which PPM had previously been terminated and had predicated its retention of the

new vendor on the balance remaining on the grant from the Environmental Protection Agency; and

**WHEREAS**, the City, by and through its attorney, refused to pay the invoices based upon theories of equitable estoppel and accord and satisfaction; and

**WHEREAS**, on or about the 20<sup>th</sup> day of January, 2016, the City received a summons to a Complaint filed by PPM against the City in the County Court of Jackson County, Mississippi, seeking to recover the amount of the unpaid invoices, along with attorney fees, interest and costs of court; and

**WHEREAS**, the City Attorney, with the permission of the City Council has heretofore entered into negotiations to settle the aforesaid claim; and

**WHEREAS**, a settlement has now been reached which the City Council finds to be in the best interest of the City given the uncertainty and cost of litigation:

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PASCAGOULA** does hereby authorize the City Attorney to effect a settlement of the afore-referenced litigation as follows:

1. The City Attorney is authorized to settle the claim of PPM Consultants, Inc. in the amount of \$42,963.83, constituting the total amount of the two invoices previously sued upon by PPM.
2. The Comptroller for the City is authorized and directed to execute a manual check in the aforesaid amount payable to PPM Consultants, Inc.
3. The City Attorney is authorized to execute mutual releases to be prepared by PPM Consultants, Inc., releasing the City of Pascagoula from any further liability in premises for any and all claims or causes of actions that may arise as a result of the City's previous contractual relationship with PPM.
4. The City Attorney is further authorized to present to the County Court of Jackson County, Mississippi, an order dismissing the Complaint in Cause No. CO2016-20,011, with prejudice and with costs thereof being assessed to the Plaintiff.

The above Resolution was introduced by Councilman Tadlock, 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 Resolution adopted on the 16<sup>th</sup> day of February, 2016.

\*\*\*\*\*

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

\*\*\*\*\*

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

The meeting ended at 8:35 p.m.

APPROVE:

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Harry J. Blevins, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk

**SPECIAL COUNCIL MEETING**

**FRIDAY, FEBRUARY 26, 2016, AT 8:00 A.M.**

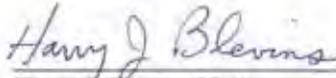
**PASCAGOULA SENIOR CENTER, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the Pascagoula Senior Center in a special meeting on Friday, February 26, 2016, at 8:00 a.m. as per the following notice:

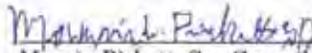
**NOTICE OF A SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF PASCAGOULA  
FRIDAY, FEBRUARY 26, 2016, AT 8:00 A.M.  
PASCAGOULA SENIOR CENTER, PASCAGOULA, MISSISSIPPI**

Notice is hereby given that the City Council of the City of Pascagoula will meet at the Pascagoula Senior Center on Friday, February 26, 2016, at 8:00 A.M., for the purpose of meeting with the Main Street Board and the Pascagoula Redevelopment Authority to consider adopting economic development strategies.

We, the undersigned members of the City Council of the City of Pascagoula, do hereby waive further notice of and consent to a special meeting of the Council at 8:00 A.M. on Friday, February 26, 2016, at the Pascagoula Senior Center for the purpose hereinabove stated. This notice and consent is being given pursuant to Section 21-9-39 of the Mississippi Code of 1972 as annotated and amended. A copy of this notice and consent to a special meeting shall be sent by the City Clerk to local media and posted as required by law.



Harry J. Blevins, Mayor



Marvin Pickett, Sr., Councilman – Ward 1



Freddy Jackson, Councilman – Ward 2



David Tadlock, Councilman – Ward 3



Burt Hill, Councilman – Ward 4



Scott Tipton, Councilman – Ward 5

\_\_\_\_\_  
Brenda Simkins, Councilwoman at Large

**NOTICE OF A SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF PASCAGOULA  
FRIDAY, FEBRUARY 26, 2016, AT 8:00 A.M.  
PASCAGOULA SENIOR CENTER, PASCAGOULA, MISSISSIPPI**

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Harry J. Blevins, Mayor

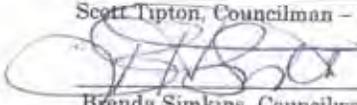
\_\_\_\_\_  
Marvin Pickett, Sr., Councilman – Ward 1

\_\_\_\_\_  
Freddy Jackson, Councilman – Ward 2

\_\_\_\_\_  
David Tadlock, Councilman – Ward 3

\_\_\_\_\_  
Burt Hill, Councilman – Ward 4

\_\_\_\_\_  
Scott Tipton, Councilman – Ward 5

  
\_\_\_\_\_  
Brenda Simkins, Councilwoman at Large

Mayor Blevins called the meeting to order at 8:12 a.m. with the following officials present:

Mayor Harry J. Blevins  
Councilman Freddy Jackson  
Councilman Marvin Pickett, Sr.  
Councilman David Tadlock – arrived at 9:09 a.m.  
Councilman Scott Tipton

Councilwoman Brenda Simkins was absent.  
Councilman Burt Hill was absent.

City Manager Joe Huffman  
Asst. City Clerk Brenda J. Reed

City Attorney Eddie Williams was absent.  
City Clerk/Comptroller Robert J. Parker was absent.

Other attendees:

Community and Economic Development Director/Executive Director of Pascagoula  
Redevelopment Authority Jen Dearman  
Economic Development Specialist/Pascagoula Redevelopment Authority Secretary  
LaLinda Grace  
City Planner Donovan Scruggs

\*\*\*\*\*

Michele Coats, President of the Pascagoula Main Street Board, reported they have a quorum of their membership in attendance at today's meeting.

Representatives from Pascagoula Main Street were:

Michele Coats  
Ashley Knecht  
Liz Ford  
Pat Wylie  
Debbie Steiner  
Adam Askew  
Seth Randle  
Shannon Strunk  
David McCormick  
Herman Smith  
Rebecca Davis, Pascagoula Main Street Director

\*\*\*\*\*

Henry Fox, Chairman of the Pascagoula Redevelopment Authority (PRA), reported they have a quorum of their membership in attendance at today's meeting.

Representatives from the Pascagoula Redevelopment Authority (PRA) were:

Henry Fox  
Jackie Grimes  
Alan Sudduth

Other attendees: Taylor McNeel, PRA Attorney  
Jerry St. Pe'

\*\*\*\*\*

Joe Huffman, City Manager, welcomed everyone to the meeting today. Lori Howard  
Puzz, HR Business Consultant with Mississippi Power Company, served as the facilitator for the  
Economic Development Summit.

\*\*\*\*\*

The following agenda was used for the meeting:



Economic Development Summit  
Pascagoula Senior Center  
Friday, February 26, 2016  
8AM – 11AM

- I. Welcome and Introductions (Joe Huffman, 10 minutes)
- II. Call to Order by participating Boards (5 minutes)
- III. Updates from Entities (30 minutes)
  - a. Main Street
  - b. Pascagoula Redevelopment Authority
  - c. City of Pascagoula
- IV. Collaboration versus Cooperation (20 minutes)
- V. Presentation of Ideas /Solicitation of Feedback (55 minutes)
  - a. Main Street
  - b. Pascagoula Redevelopment Authority
  - c. City of Pascagoula
- VI. Discussion of future collaborative efforts (30 minutes)
- VII. Action Plans (30 minutes)

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Michele Coats provided a brief update on Pascagoula Main Street which became a separate entity from the City of Pascagoula in December 2014. They have recently received their 501(c)(3) status and are beginning to focus on a funding campaign. She stated that Main Street would like to develop some partnerships other than with the City of Pascagoula and the PRA, such as with Pascagoula Pride. Their website should be ready May 1, 2016. They continue to coordinate several events with the City.

\*\*\*\*\*

Jen Dearman gave the following overview for the Pascagoula Redevelopment Authority:



PRA Economic Development Overview  
Economic Development Summit  
February 26, 2016

Ongoing Projects:

- Downtown Revitalization
  - 651 Delmas Avenue – sold to Zeal Boutique
  - 3207 Magnolia Street – optioned to developer
  - Anchor Square – completed renovations, two graduations in last year, two vacancies, standardized hours, renewed Anchor Square Tenant Association, new events
- Pascagoula Riverfront
  - Updated RFP
  - Working with a restaurant developer
  - Executed an agreement for a multi-phase mixed use development
- Housing Assessment Study – proposals due March 4<sup>th</sup>
  - “The goal is to assure that housing needs are identified so that responsive programs can be developed to encourage economic development, raise property values, improve housing conditions and neighborhoods, and increase new construction and rehabilitation, as needed, while attracting young professionals, families, and recent retirees...this study should identify and quantify the City’s current and prospective housing needs, identify opportunities and constraints to housing development, identify locations for potential activity, and propose reasonable solutions to help meet the housing needs of the City’s residents, especially those that are based on best practices from other communities similar to Pascagoula.
- Commercial Development Incentive Program – currently in DRAFT form
  - Up to \$25,000 grants for commercial in-fill and redevelopment projects to battle blighted, vacant, and underutilized properties.
  - Projects must be located within the City of Pascagoula’s Urban Renewal Area.
  - Developers must own the property in question.
  - Total project costs must exceed \$100,000. Soft costs may be included.
  - Projects must for a commercial purpose. Projects may include a residential component, but shall not be solely residential in nature. Projects can include the remodeling of an existing structure or construction of a new building on vacant land.

Upcoming Projects:

- Continue working with developers on the Pascagoula Riverfront Development Project
- Gaining water access on the Riverfront to increase attractiveness.
- Selecting a consultant for the housing assessment study

Partnerships:

- City:
  - Pascagoula Riverfront Development – parking garage and Riverfront dock
  - Commercial Development Incentive Program
  - Anchor Square – fostering entrepreneurship
  - Updating the Urban Renewal Plan
- Main Street and PRA:
  - Downtown Pascagoula Revitalization
  - Market Street Revitalization

\*\*\*\*\*

Joe Huffman gave the following overview for the City of Pascagoula Economic Development Department:



City Economic Development Overview  
Economic Development Summit  
February 26, 2016

Ongoing Projects:

- Networking Efforts
  - Attend ~10 conferences, trainings, workshops each year
  - Solid relationships with numerous state agencies, particularly MDA
  - Actively participates in leadership programs throughout the State
- City Marketing Campaign
- Community Survey – survey conducted in fall; working on analysis
- Brownfields – 14 Phase I's and 5 Phase II's
- Residential Development
  - Residential Development Incentive Program
  - Working to identify and address obstacles
  - Soliciting residential developers
- Resort Status – Dept of Revenue is reviewing the City's application
- Beautification – flags, flowers, traffic calming efforts
- East Side City Welcome Sign
- Revising Central Business District to potentially include more areas
- Wayfinding Signage – based on report, installed 30 signs throughout City
- Retail Market Study 2015 Update
  - City remains a very strong employment center and shopping hub for Jackson County
  - 70k+ in Trade Area - economically stable/growing
  - Median Income for Primary Trade Area rose to \$41,929 (2015) from \$36,191 (2010)
- MDA Assets Mapping Report Recommendations and Status:
  - "Stop the Commute" Program – offers testimonies, commute calculator, educates on the true cost of commuting, job opportunities
    - Possibly could address in website redesign
  - Combining Arts on the Avenue into the visitors center or tourism office (completed)
  - Pascagoula Interactive Center – have the center open more (completed; however, seems like it is a temporary solution)
  - "Made in Pascagoula" / "Only in Pascagoula" Campaign – completed
  - MS Healthcare Industry Zone Act – completed – the City is already eligible for the incentives as SRH is a qualified hospital)

Upcoming Projects:

- Website redesign including an Economic Development micro site and City app
- New Comprehensive Plan including Urban Renewal Plan update
  - Market Research (retail, housing, office, and employment; daytime employment)
  - Full demographics including trend data for population, housing, and jobs

- Best of Pascagoula list – business retention and marketing effort
- Attending International Council of Shopping Centers conferences to recruit retailers – Gulf South Regional in Mobile in March and RECon in Las Vegas in May

Partnerships:

- Main Street:
  - Pascagoula Possibilities Tour
  - Arts on the Avenue
  - Market Street Redevelopment (potential partnership)
- PRA:
  - Pascagoula Riverfront Development
  - Commercial Development Incentive Program
  - Anchor Square – fostering entrepreneurship
- Main Street and PRA:
  - Downtown Pascagoula Revitalization

\*\*\*\*\*

Ms. Puzz led discussions with the group members on the following topics:

- What is our vision?
- Vision statements
- Collaboration and cooperation
- Developing trust
- Teamwork
- Future of Arts on the Avenue/Task Force
- Murals/art projects
- Downtown parking – Krebs Avenue parking lot
- Dog parks
- Development of East Pascagoula
- Diversity and inclusion
- Residential development
- City Hall relocation
- Market Street Project
- District boundaries – Main Street and PRA
- Insurance rates
- UDO/building requirements

It was recommended that the groups meet jointly on a more frequent basis in an effort to share ideas and plans that may affect each other and to move in the same direction as a team.

\*\*\*\*\*

Mr. Huffman thanked Ms. Puzz for facilitating the meeting today with the City Council, Main Street Board, and Pascagoula Redevelopment Authority.

\*\*\*\*\*

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

The meeting ended at 10:50 a.m.

APPROVED:

\_\_\_\_\_  
Harry J. Blevins, Mayor

ATTEST:

\_\_\_\_\_  
Brenda J. Reed, Asst. City Clerk





### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Strategic Plan Steering Committee Meeting Minutes

*Attach additional information as necessary*

**Action Requested:**

Acknowledge minutes as presented for January 21, 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**



STRATEGIC PLAN STEERING COMMITTEE  
166th Meeting (98th AK)  
Conference Room – Community Development Office  
21 January 2016

The 166th meeting of the Strategic Plan Steering Committee was called to order at 4:32 PM by Chairman Richard Lucas.

Committee members in attendance: Chris Wiggins, Terry Bollman, Drew Estabrook, Jim McIngvale, Richard Lucas, and Liz Ford

Excused committee members not in attendance: Doug Adams and Hanson Horn

Ex Officios in attendance: Wes Smith, Planning Commission; Mike McElhaney, Recreation Commission; Jake Clemens, Resurrection High School Student; Kris Rinz, Pascagoula High School Student; Jen Dearman, Community and Economic Development; Deborah Frederic, Pascagoula Pride; and Kristin Pugh, Baber Strunk Enterprises

Excused Ex Officios not in attendance: Alice Walker, Pascagoula Redevelopment Authority

Richard Lucas led a discussion regarding the town hall meeting at which the 2015 Strategic Plan will be presented. The meeting will occur on March 3, 2016, from 5:30 PM to 6:30PM at the Senior Center. The updated 2015 Strategic Plan brochure was distributed.

Richard introduced the new Subcommittee Champions: Kristen Pugh, Champion for the Small Business and Retail Subcommittee; and Deborah Frederic, Champion for the City Aesthetics and Sense of Pride Subcommittee.

### **Champion Reports:**

#### Infrastructure - Ann Pickett

- No report.

#### Small Business and Retail Sales – Kristin Pugh

- Several names were submitted for Subcommittee members.

#### Entertainment, Variety, and Cultural – Dr. Chris Wiggins

- Bern Gautier, Shubert Theatres Senior Project Manager, toured the old Pascagoula High School Auditorium with Mac Nelson and Liz Ford on January 11, 2016. Bern believes the auditorium restoration project is feasible.
  - o Report attached.
- The third Literary Festival will not occur until January 2017.

#### Housing – Terry Bollman

- The Subcommittee met with developers regarding need. There was a discussion regarding land availability and overlapping Subcommittees.
- One goal is to increase available housing by 10%, and land availability will be addressed first. The target group are those who need single-family homes in the price range of \$150,000 to \$200,000.

#### City Aesthetics and Sense of Pride – Deborah Frederic

- Deborah is in the process of meeting with other City groups.

#### Education – K-University and Perception – Wayne Rodolfich

- No report.

#### Crime Prevention and Safety of Citizens – Doug Adams

- No report.

#### Youth Report –Kris Rinza and Jake Clemens

- The City is preparing a request for proposals (RFP) for a new website. It has been suggested to delay developing a City phone application until the website is designed.

#### **Reports from the Commissioners:**

- Planning Commission – Wesley Smith
  - o No report.
  - o There was a discussion regarding a property owner who requested to rezone Bayou Cassotte Parkway from residential to light industrial. The request was initially tabled, but the City Council later agreed to change the zoning to mixed-use.
- Recreation Commission – Mike McElhaney
  - o This year’s Beach Park Christmas Tree Lighting Ceremony had the highest attendance rate in the history of the event.
  - o The Point Park boat launches will be closed through mid-April 2016 for renovations.
  - o Promenade – There are permitting delays.
  - o The B.B. Jennings Park boardwalk will be replaced.
  - o Arbor Day is February 12, 2016, and the City will be giving away trees at the Scranton Nature Center.
- Pascagoula Redevelopment Authority (PRA) – Liz Ford for Alice Walker
  - o A housing study RFP is being prepared.
  - o An Economic Development Summit with the PRA, the Main Street Board and the City Council will be held on February 26, 2016.
  - o The PRA reviewed the proposed concept Market Street design. There was discussion regarding roundabouts and traffic flow south of Ingalls Avenue.
  - o The Anchor Square restaurant application has decided not to move forward.
  - o Riverfront – Three principal developers are in the financial stage of discussions.
- Projects Update – Jen Dearman
  - o There is a one bedroom retail cottage and two bedroom restaurant cottage available at Anchor Square.

- There was a discussion regarding advertising, categories, nominations, and voting for the best of list.

**Community:**

- Main Street – Richard Lucas and Liz Ford
  - The Live Oak Festival will be May 14, 2016.
  - The City and Main Street are partnering to establish a Pascagoula Possibilities Tour. There was a discussion regarding events to be held at vacant downtown buildings.
  - Main Street Board training will take place on February 12, 2016.
- Mississippi Maritime Museum (MMM) – Terry Bollman
  - The Mississippi bond funds are expected soon.
  - Contractors who submitted proposals for the Maritime Activity Center will be interviewed January 25, 2016.
  - Chris Wiggins wrote a new book “Maritime History of the Gulf Coast” which will be available at the general membership meeting in February 2016.
  - There was a discussion regarding membership dues. More information is available at [msmaritimemuseum.org](http://msmaritimemuseum.org).
- Jackson County Historical and Genealogy Society (JCHGS) – Chris Wiggins
  - The third Literary Festival will occur January 2016 due to unforeseen incidents.
  - Chris will present a self-publishing program at the January 26, 2016, JCHGS meeting. Beth Meyer will discuss the Century Home Program.
- LaPointe-Krebs (LPK) Foundation – Liz Ford
  - Fete LaPointe will be April 1, 2016.
  - The LPK museum and grounds will be featured by the Gulf Coast Spring Pilgrimage on April 17, 2016.
- Other – Jen Dearman
  - The High School Drama Class will perform a Jay Higginbotham play at the Family Interactive Center on February 18, 2016. Jay will be honored.

There being no further business, the meeting adjourned at 5:35 PM. The next meeting will occur February 18, 2016, at 4:30 PM.

Liz Ford, note taker.



### AGENDA ITEM REQUEST FORM

Meeting Date: 3-1-2016

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 12-8-2015 and 1-14-2016 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

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**REGULAR MEETING**  
**9:00 AM Tuesday, December 8, 2015**  
**JCEDF, 3033 Pascagoula Street, Pascagoula, Mississippi**

The Pascagoula Redevelopment Authority met at the Jackson County Economic Development Foundation in a regular meeting on Tuesday, December 8, 2015, at 9:00 AM. Henry Fox, Chairman, called the meeting to order at 9:05 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  
Economic Development Specialist, LaLinda Grace  
PRA Attorney, Taylor McNeel  
JCEDF, Christine Pate

Jackie Grimes was absent.

PRA Chairman Fox welcomed everyone to the meeting.

\*\*\*\*\*

The first item for consideration was the minutes from the PRA meetings held on November 12, 2015, as recommended by Alice Walker, Secretary/Treasurer.

After review, Estabrook moved to approve and adopt the minutes. 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 manual checks for printing costs, legal services, and Anchor Square rent revenue. The motion was seconded by Estabrook.

All present Board members were in favor.

\*\*\*\*\*

The next item for consideration was the Anchor Square lease approval for Pascagoula Main Street. After discussion, Estabrook moved to approve the lease with the removal of the following standard requirements: hours of operation, business plan submission, and payments related to maintenance. The motion was seconded by Walker.

All present Board Members were in favor.

\*\*\*\*\*

The next item for discussion was the PRA Annual Report to Council.  
No action was required of the Board.

\*\*\*\*\*

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

\*\*\*\*\*

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

All present Board members were in favor.

The meeting ended at 11:00 AM.



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

The Pascagoula Redevelopment Authority met at the Jackson County Economic Development Foundation in a regular meeting on Thursday, January 14, 2016, at 10:00 AM. Henry Fox, Chairman, called the meeting to order at 10:06 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  
Economic Development Specialist, LaLinda Grace  
PRA Attorney, Taylor McNeel  
Jerry St Pe'  
Assured Partners Gulf Coast, Michael Powell

PRA Chairman Fox welcomed everyone to the meeting.

\*\*\*\*\*

The first item for consideration was the minutes from the PRA meetings held on December 8, 2015, as recommended by Alice Walker, Secretary/Treasurer.

After review, Sudduth moved to approve and adopt the minutes. 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 manual checks for printing costs, legal services, professional survey services, and Anchor Square rent revenue. The motion was seconded by Grimes.

All Board members were in favor.

\*\*\*\*\*

The next item for discussion was the PRA insurance.  
No action was required of the Board.

\*\*\*\*\*

Michael Powell left the meeting at 10:23

\*\*\*\*\*

The next item for discussion was the PRA Annual Report to Council.  
No action was required of the Board.

\*\*\*\*\*

The next item for consideration was the Anchor Square lease approval for Jen Gurley.  
After discussion, Estabrook moved to approve the lease. 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.

\*\*\*\*\*

A discussion was held in regards to a housing assessment and market opportunities  
study for the City of Pascagoula.

No action was required of the Board.

\*\*\*\*\*

There being no further business to come before the Board, Estabrook moved to adjourn  
the meeting. The motion was seconded by Walker.  
All present Board members were in favor.  
The meeting ended at 11:40 AM.





### AGENDA ITEM REQUEST FORM

Meeting Date: 3-1-2016

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 1-25-2016 and 2-10-2016 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

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General Meeting Minutes  
Conference Room  
Jackson County Chamber of Commerce  
Monday | January 25, 2016 | 4:00 PM

Members Present: Will Baumhauer, Max Laws, Abby Raworth, Tori Pullom, Bailey Bass, Hunter Blades, Madison Scott, Clare Baumhauer, Summer Beall, Joey Hasbrouck, Victoria Miller, and Kris Rinza.

Members Absent: Annie Perkins, Anna Grant Godfrey, Meha Patel, Alexis Harbin, Caydn Perez, Cale Garlich, Caroline Ko, Makenzie Sanabria, Gabi Wells and Caroline Foster.

Ex Officio: LaLinda Grace, Economic Development Specialist

- A. Council Mayor, Joey Hasbrouck, called the meeting to order and welcomed everyone at 4:00 PM.
- B. The first item for consideration was the minutes from the January 11, 2016, meeting. Clare made a motion to approve the minutes. The motion was seconded by Summer. All present members were in favor.
- C. The Council heard from President & CEO Carla Todd and Director of Communications, Yvette Barr of the Jackson County Chamber of Commerce.

There being no further business, Will made a motion to adjourn the meeting. The motion was seconded by Hunter. All present members were in favor.



General Meeting Minutes  
Conference Room  
Jackson County Chamber of Commerce  
Monday | January 11, 2016 | 4:00 PM

Members Present: Will Baumhauer, Annie Perkins, Max Laws, Tori Pullom, Anna Grant Godfrey, Abby Raworth, Meha Patel, Madison Scott, Alexis Harbin, Caydn Perez, Cale Garlich, Caroline Ko, Clare Baumhauer, Caroline Foster, Summer Beall, and Joey Hasbrouck.

Members Absent: Bailey Bass, Hunter Blades, Makenzie Sanabria, Victoria Miller, Kris Rinza, and Gabi Wells.

Ex Officio: LaLinda Grace, Economic Development Specialist

- A. Council Mayor Joey, called the meeting to order at 4:01 PM, welcomed everyone, and led the Pledge of Allegiance.
- B. The first item for consideration was the minutes from the January 25, 2016, meeting. Clare made a motion to approve the minutes. The motion was seconded by Meha. All present members were in favor.
- C. The next item for discussion was announcements and kudos.
  - Several members were voted into the Who's Who of Pascagoula High School (PHS) as follows:
    - Joey as Most Likely to Succeed
    - Max as Best Personality in the 9<sup>th</sup> Grade
    - Madison as Best Personality in the 10<sup>th</sup> Grade
    - Caroline K. as Best Personality in the 11<sup>th</sup> Grade
  - Max and Tori placed 1<sup>st</sup> in the PHS Science Fair in the Group Category.
  - Caroline K. placed 1<sup>st</sup> in the PHS Regional Science Fair Individual Category.
  - Alexis and Caydn are members of the Resurrection Catholic High School (RCHS) Junior Class which collected the most cans during a recent canned food drive.
  - Abby and Anna Grant were members of the RCHS Sophomore Class that received the Best Design during the canned food drive.
- D. The Council received information in regards to the 2016 MML Statewide Youth Leadership Summit. The group decided to take part in a MSU Campus Tour during the Summit. Permission slips were distributed and are due back at the next meeting.

- E. The Council will tour the Mississippi Capitol and get to see firsthand the workings of the legislature during a visit on March 2<sup>nd</sup>.
- F. The next item for consideration was the PMYC Scholarships. After discussion, Abby made a motion that all PMYC seniors in good standing will receive a \$250.00 scholarship. This scholarship will be handed out during the end of the year presentation to the City Council in April. The motion was seconded by Meha. All present members were in favor.
- G. The next item for discussion was the Ask the Mayor Project. After discussion, Summer made a motion to begin planning the town hall meeting for March. This event will be an opportunity for Pascagoula students in the 9<sup>th</sup>-12<sup>th</sup> grades to attend a town hall meeting where they can ask Mayor Blevins questions on topics that effect the City of Pascagoula youth. The group will work to secure refreshments. The motion was seconded by Joey. All present members were in favor.
- H. The next item for discussion was Committee updates. Each Committee Chair provided an update as follows:
- Social: Nothing to report at this time.
  - Communication: The Committee is working on a PMYC brochure and an end of the year survey for members to give their feedback.
  - Fundraising: The Committee is putting together a Chick-Fil-A sandwich fundraiser and a Raising Cane's Night fundraiser for March. All proceeds will go towards the PMYC scholarship program.
  - Leadership: The Committee is working on a list of speakers for the upcoming meetings. They are also working on the particulars for the "Youth of the Year" and "Youth Club of the Year" awards.
  - Volunteer: The Committee presented information for the February service project. The group will provide and serve dinner at the Hope House on February 23<sup>rd</sup>. The Committee has plans to work with local restaurants on donations and make this an every month project.

There being no further business, Abby made a motion to adjourn the meeting. The motion was seconded by Max. All present members were in favor.



### AGENDA ITEM REQUEST FORM

Meeting Date: 3-1-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: LaLinda Grace

Phone: 228-938-2352

**Agenda Topic:** Mayor's Youth Council Mississippi State Capitol Tour

*Attach additional information as necessary*

**Action Requested:**

Approve travel in a City vehicle for the Mayor's Youth Council to attend a tour of the Mississippi State Capitol Building in Jackson, MS on March 2, 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

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Agenda Number: 8.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Parks and Recreation Department

Contact Name: Darcie Crew

Phone: 228 938-2356

**Agenda Topic:** Advertising the Resources of the City

*Attach additional information as necessary*

**Action Requested:**

Allow the Parks & Recreation Department to host a Dr. Seuss Birthday Party event for over 100 pre-school children on March 4 at the Pascagoula Recreation Center and advertise the resources of the City by providing activities, prizes and giveaways in the amount not to exceed \$800.00 to the children who participate.

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

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Agenda Number: 9.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: City Attorney

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

**Agenda Topic:** Advertising the resources of the City through the Pascagoula High School Dugout Club 2016 season for a full page ad in the amount of \$200.00. The City is given legal authority to provide support by Section 17-3-1, Mississippi Code of 1972.

*Attach additional information as necessary*

**Action Requested:**  
Approve advertising.

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

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

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**Pascagoula Dugout Club  
P. O. Box 2513  
Pascagoula, MS 39568-2513**

November 6, 2015

Pascagoula City Council

Re: PHS Baseball Program –PROGRAM AD RENEWAL

Dear Council Members,

We would like to start by thanking you for your past and continued support of the PHS Panther Baseball team. Enclosed you will find a form which will allow you to renew your company's ad in this season's baseball program. I have enclosed a copy of last year's ad for your convenience. Please let us know if you would like to make any changes to the design.

This year in addition to renewing your advertising with the team, we would like to offer your company the opportunity to purchase a hole sponsor sign for our 3<sup>rd</sup> annual benefit golf tournament which will be held Saturday, January 23, 2016 at the Pascagoula Country Club. This year we will be raising money to assist PHS Coach, Matt Oliver, and Pascagoula Recreation Board member, Terri Willoughby Scott. Coach Oliver and Terry Scott have been vital parts of the Pascagoula baseball family and it is our honor and privilege to give back to them in their time of need. The normal price of a hole sponsor sign is \$100 but as a loyal supporter of the PHS Baseball family we would like to offer a sign to you at ½ price if added to your yearly renewal.

Placing your company's ad in this program or on a sign proudly displayed along our outfield wall is a great way to advertise your business while showing your support for the PHS Baseball program. We hope you will take a few minutes to complete the enclosed form and return it with your payment no later than Friday, January 8, 2016.

If you have any questions, please feel free to contact me at 228-217-0327 or by email at [mlkim@cableone.net](mailto:mlkim@cableone.net).

Sincerely,

Kim Hamm on behalf of  
Pascagoula Dugout Club

Rec'd 2-18-16



# Pascagoula Dugout Club



## Sign and Program Advertising 2016 Renewal Form

\_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_ Please renew my 2015 full page ad (\$200).

\_\_\_\_\_ I would also like to purchase an outfield sign (add \$300)  
(renewal each year thereafter only \$200 and your program ad will be 50% off)

\_\_\_\_\_ I would like to sponsor a hole for the benefit golf tournament (\$50).

**Please make checks Payable to: Pascagoula Dugout Club  
P. O. Box 2513  
Pascagoula, MS 39568**

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FOR OFFICE USE ONLY: Fees collected: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Check Number \_\_\_\_\_





Agenda Number: 10.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie Williams

Phone: 228-938-6605

**Agenda Topic:** Advertising the resources of the City through the Pascagoula's Rotary Club Scholarship Program in the amount of \$250.00.

*Attach additional information as necessary*

**Action Requested:**

Approve advertising. The City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972.

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

Source of Funding	<input type="checkbox"/>	General Fund
	<input type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
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Post Office Box 721  
Pascagoula, MS 39568

February 22, 2016

Dear Community Partner,

The Pascagoula Rotary Club gives its time and resources both to the local community and to communities around the globe. Rotary's motto is "Service Above Self," and we meet weekly to discover new and resourceful ways to achieve this goal.

Over the past year, our club has given more than \$25,000 toward student scholarships. We raise a majority of these funds during our annual "Big Event" draw down and silent auction set for **Friday, March 18th**, at 6:30 p.m. at the Grand Magnolia Ballroom in Pascagoula. Historically, our club has been fortunate to sponsor about twenty scholarships to local students because of the generosity of many local businesses.

Please consider a donation/sponsorship for the Big Event as a way to advertise the resources of the city. Contributors will be recognized at a Rotary Scholarship Luncheon held each year in May.

**\$250 Silver**  
**\$500 Gold**  
**\$1000 Platinum**

Thank you for your consideration. If you have any questions, please do not hesitate to call or contact any Pascagoula Rotarian.

Sincerely Yours in Service,

Jennifer M. Garlich  
Pascagoula Rotarian



Agenda Number: 11.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 228-938-6605

**Agenda Topic:** Statewide Mutual Aid Compact - First Responders

*Attach additional information as necessary*

**Action Requested:**

Approve Compact and authorize City Manager to sign.

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

Source of Funding	<input 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  
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# SMAC

Statewide Mutual Aid Compact

A System for Using all  
Available Resources  
during Emergencies





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# The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised March 2015

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

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

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

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

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

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

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



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

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

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

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

## **SECTION 1. DEFINITIONS**

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

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

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

## SECTION 2. PROCEDURES

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

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



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

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
  2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
  3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
  4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
  5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
  6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

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

**D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER**

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

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

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

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



- H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).
- I. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

### SECTION 3. REIMBURSABLE EXPENSES

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

- A. PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.
- B. EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

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



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

#### **SECTION 4. IMMUNITY**

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

#### **SECTION 5. LENGTH OF TIME FOR EMERGENCY**

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

#### **SECTION 6. TERM**

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

#### **SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT**

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

#### **SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY**

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

## **SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS**

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

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



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

ATTEST:  
SECRETARY-TREASURER

MISSISSIPPI BAND OF  
CHOCTAW INDIANS

By: \_\_\_\_\_

By: \_\_\_\_\_  
Tribal Chief

APPROVED AS TO FORM:  
Attorney General

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:  
CLERK OF THE BOARD  
OF MISSISSIPPI

BOARD OF SUPERVISORS  
OF \_\_\_\_\_ MISSISSIPPI  
(county)

By: \_\_\_\_\_

By: \_\_\_\_\_  
President

APPROVED AS TO FORM:  
County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:  
CITY CLERK

CITY/TOWN OF  
MISSISSIPPI

By: \_\_\_\_\_

By: \_\_\_\_\_  
Title:

APPROVED AS TO FORM:  
City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_



**STATEWIDE MUTUAL AID COMPACT**

**EXHIBIT A**

Date: \_\_\_\_\_

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_, MS Zip Code: \_\_\_\_\_

**Authorized Representative to Contact for Emergency Assistance**

**Primary Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

**1st Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

**2nd Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_





### AGENDA ITEM REQUEST FORM

Meeting Date: 03/01/2016

Submitting Department or Individual: Human Resources Dept

Contact Name: Brenda Germany

Phone: 228-762-2445

**Agenda Topic:** ActiveCare Diabetes Management Program Contract Addendum

*Attach additional information as necessary*

**Action Requested:**

Approval to amend the contract between ActiveCare Diabetes Management (Provider), which is included in the Employee Group Health Plan, and the City of Pascagoula (Employer) to include an Addendum offering participation incentives to covered employees and dependents at no cost to the Employer.

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**

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

This addendum Agreement (“Addendum”) is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ as an addendum and modification to the Provider Agreement dated the 1<sup>st</sup> day of January, 2015 by and between ActiveCare, Inc. (“Provider”) and the City of Pascagoula (“Employer”). The Employer and Provider are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

**Recitals**

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

**Agreement**

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

1. Definitions. The terms defined in the Provider Agreement shall have the same meaning and definition in this Addendum.
2. Outreach Program. Provider may, at its own discretion and at no cost to the Employer, actively promote Covered Diabetic Patients testing and adoption through outreach programs. These programs will be designed, implemented and funded by Provider as a means of giving Diabetic Patients positive support through outreach programs which may include, but not limited to, the distribution of marketing and educational materials, onsite education events, and the offering of economic rewards.
3. Other Provisions. The above terms are hereby incorporated as part of the Provider Agreement and to the extent these terms modify or conflict with any provisions of the Provider Agreement, these terms shall control. All other terms, conditions and provisions of the Provider Agreement remain the same and continue to be in full force and effect and the Parties agree to be bound thereby.

\*\*\*Signatures on Follow Page\*\*\*

**SIGNATURES**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date").

**ActiveCare, Inc.**

**City of Pascagoula**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature

Signature

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Agenda Number: 13.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

**Agenda Topic: Extension of agreement for full service grounds maintenance at LaFont Place Subdivision**

*Attach additional information as necessary*

**Action Requested:**

Authorize the City Manager to execute an extension to the agreement for full service grounds maintenance at LaFont Place Subdivision effective April 17, 2016. The term of the extension shall be for two (2) years. The cost of the service is \$23,478 per year. This is a little more than 4% savings from \$24,570 per year with the original agreement.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/> General Fund
Contract Required	Yes <input 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**



February 11, 2016

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

Re: LaFont Property Maintenance Renewal Quote

Kevin

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

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

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

Thanks for your consideration

Sincerely

Steve Jordan

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



## **FULL SERVICE LANDSCAPE MAINTENANCE** **PROPOSAL**

February 10, 2016

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

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

***CITY OF PASCAGOULA***

**FULL SERVICE LANDSCAPE AND MAINTENANCE CONTRACT FOR  
LaFONT PLACE SUBDIVISION**

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

**WITNESSED:**

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

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

**NOW, THEREFORE, IT IS HERBY AGREED AS FOLLOWS:**

**1. DEFINITIONS:**

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

**2. TERM:**

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

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

**3. SCOPE OF WORK AND COST:**

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

3.2 Cost:

3.2.1 The annual cost of this investment would be \$630.00 per mowing for a total of \$24,570 annually.

3.3 The City may designate in writing the addition or removal of a particular area. In the event of an addition, the parties shall negotiate in good faith a rate for any additions. In the event of a removal of an area, the Company shall not be paid for the area.

3.4 The Company shall provide toilet facilities for its employees.

3.5 If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.

3.6 If needed, the Company shall make arrangements for a source of electricity.

3.7 The Company shall provide all of the labor, equipment, machinery, materials and supervision necessary to carry out the terms of this contract. The City will provide an Inspector to verify the accuracy of the Company's daily reports. This in no way relieves the Company of its responsibilities to ensure the work is completed.

3.8 Cutting restrictions: The Company shall not mow or work when the ground is soft to the point that ruts from mowers, tractors, etc. will be left in the surface.

3.8.1 In most cases where grass cannot be mowed for 48 hours after the scheduled date the Parks and Recreation Director, or designee, shall submit in writing to the Company when or if the grass is to be cut before the next scheduled time. In the event the cutting is cancelled, payment will not be made.

3.8.2 Scalping, uncut strips and clumps of grass will not be permitted. Clumps of grass will be raked up and removed from the job site on the day of the cutting and trimming by the company.

3.8.3 All other grass shall be cut to a height of 1 1/2 " to 2".

3.9 Curb, sidewalk, and median restrictions:

3.9.1 Grass shall be removed from all the concrete curbs, sidewalks and concrete medians at the onset of the contract and with every cutting.

3.9.2 The method used to control the grass shall not damage the structure being maintained.

3.9.3 The Company is responsible for removing any debris associated with the maintenance of curbs, sidewalks and medians. The method of grass removal is left to the discretion of the Company.

3.10 Trimming Restrictions:

3.10.1 All poles, trees, shrubs, fences, etc. will be trimmed with a string trimmer or other suitable device at every scheduled cut.

3.11 Parking lots and any other paved areas, concrete, brick or wood surfaces shall be free from grass clippings.

3.12 Trash and Debris Restrictions:

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

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

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

**4. POINT OF CONTACT:**

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

**5. COMPLIANCE:**

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

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

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

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

**6. INSURANCE:**

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

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

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

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

## **7. COMPANY'S PERSONNEL:**

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

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

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

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

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

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

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

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

## **8. EQUIPMENT:**

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

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

## **9. STANDARDS FOR MEASURING RESULTS:**

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

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

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

## **10. FORCE MAJUERE:**

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

## **11. DEFAULT/PENALTY:**

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

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

**12. NON-EXCLUSIVE AGREEMENT:**

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

**13. NOTICE:**

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

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

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

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

**14. MODIFICATION:**

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

**15. LAW TO GOVERN:**

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

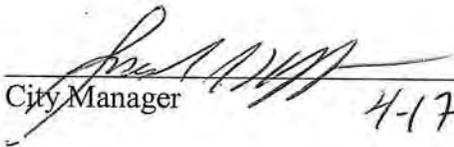
**16. SEVERABILITY:**

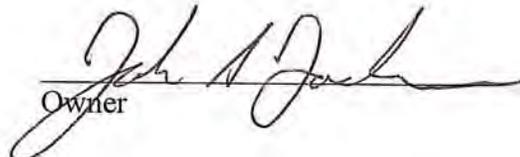
- 16.1 In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement and this Agreement shall be construed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

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

The City of Pascagoula, Mississippi

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

  
City Manager 4-17-13

  
Owner

Attest:

  
City Clerk

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



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





Agenda Number: 14

## AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Parks and Recreation

Contact Name: Darcie S. Crew

Phone: 228-938-2356

**Agenda Topic:** American Red Cross Licensed Training Provider Agreement

*Attach additional information as necessary*

**Action Requested:**

Authorize the City Manager to execute the agreement with the American Red Cross for the City to be a Licensed Training Provider. The term of the agreement is for 36 months and will expire February 28, 2019.

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



## **Licensed Training Provider Agreement**

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

**1. LTP Responsibilities.** In connection with offering the Courses, LTP agrees that it will:

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

**2. Red Cross Responsibilities.** To facilitate LTP's Course offerings, Red Cross agrees that it will:

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.



**3. Term and Termination.**

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

**4. Fees and Invoicing.**

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

**5. Notices.** Each Party's contact for notices under this Agreement is listed on Appendix A.

**6. Confidentiality and Intellectual Property.**

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



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

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

## **7. Miscellaneous.**

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



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

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

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

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



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

**Customer Information**

Customer: **City of Pascagoula**

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

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

Organization ID: **24277COP**

Customer Contact: **Antoinette Johnson**

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

Customer Contact Phone: **(228) 938-2356** Extension: \_\_\_\_\_

Billing Contact Name: **Antoinette Johnson**

Billing Contact Phone: **(228) 938-2356** Extension: \_\_\_\_\_

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

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

**Red Cross Contact Information**

Name: **Kristin Heath-Strickland**

Phone: **(470) 725-8575** Ext.: \_\_\_\_\_

Email:  
**kristin.strickland@redcross.org**

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



**Appendix B – Courses, Equipment, Materials, and Fees**

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

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

Learn to Swim Facility Fee - per pool

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

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

New Learn-to-Swim customers can opt in to the Learn-to-Swim program by visiting [www.redcross.org/LTSenroll](http://www.redcross.org/LTSenroll).

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or [www.RedCrossStore.org](http://www.RedCrossStore.org).





Agenda Number: 15.

## AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Parks and Recreation

Contact Name: Darcie S. Crew

Phone: 228-938-2356

**Agenda Topic: American Red Cross Licensed Training Provider Agreement Addendum**

*Attach additional information as necessary*

**Action Requested:**

Authorize the City Manager to execute an addendum for the American Red Cross Licensed Training Provider Agreement. This addendum will increase our ability to provide more aquatic programming at the same cost.

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**



**American  
Red Cross**

**FIRST ADDENDUM TO  
LICENSED TRAINING PROVIDER AGREEMENT**

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

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

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

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

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

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

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

- ii. “Intellectual Property” means (i) inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs (including improvements and enhancements thereto and regardless of patentability), (ii) trade secrets and know-how, (iii) copyrightable material, (iv) trademarks and service marks (v) data related to the Aquatics Centennial Program, and (vi) all other forms of intellectual property. Intellectual Property may take any form, including without limitation, written, oral, electronic, digital or other form.
  - iii. “LTP Marks” means LTP’s trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.
  - iv. “Red Cross Marks” means Red Cross’s trademark and tradenames set forth on Exhibit B hereto and subject to any use guidelines contained in such Exhibit.
- b. Aquatics Centennial Materials.
- i. Subject to the terms and conditions of this Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will not take any action inconsistent with LTP’s ownership rights and will cooperate with LTP in the protection thereof. Red Cross will use the LTP Marks in accordance with the guidelines set forth on Exhibit A.
  - ii. Subject to the terms and conditions of this Addendum, Red Cross grants LTP a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the Red Cross Marks in the United States solely on and in conjunction with the Aquatics Centennial Materials produced by the Red Cross. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. LTP will not take any action inconsistent with Red Cross’s ownership rights and will cooperate with Red Cross in the protection thereof. LTP will use the Red Cross Marks in accordance with the guidelines set forth on Exhibit B.
  - iii. LTP acknowledges that all Aquatics Centennial Materials will be owned exclusively by the Red Cross. LTP will not use or allow the use of the Aquatics Centennial Materials for any purpose other than LTP’s performance under this Addendum without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Aquatics Centennial Materials.
  - iv. The foregoing license shall terminate upon termination or expiration of this Addendum and unless otherwise agreed or permitted by law, a party shall cease all use of the other party’s Intellectual Property licensed hereunder upon such termination or expiration.
  - v. Except as expressly provided in this Agreement, no party shall use the Intellectual Property (including, without limitation, trademarks or tradenames) of any other party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other party’s prior written consent for each use.
- c. Aquatics Centennial Data.

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

7. Miscellaneous.

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

[Signature Page Follows]

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

**CITY OF PASCAGOULA**

**THE AMERICAN NATIONAL RED CROSS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: **Joseph R. Huffman**

Name: **KRISTIN HEATH-STRICKLAND**

Title: **CITY MANAGER**

Title: **TERRITORY AQUATICS  
SPECIALIST**

Date: **MARCH 2, 2016**

Date:

**EXHIBIT A  
LTP MARKS**

**CITY OF PASCAGOULA**



**EXHIBIT B  
RED CROSS MARKS**



**American Red Cross**



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

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

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

**Notes:**

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

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

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



### AGENDA ITEM REQUEST FORM

Meeting Date: 03/01/2016

Submitting Department or Individual: Human Resources Dept

Contact Name: Brenda Germany

Phone: 228-762-2445

**Agenda Topic:** City of Pascagoula Employees Group Health Plan Amendment #10

*Attach additional information as necessary*

**Action Requested:**

Approval to amend the Group Health Plan to also include "Certified Registered Physician Assistant" in the Definition of Covered Professional Providers on page 77 of the Plan Document.

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**

**CITY OF PASCAGOULA**  
**Employee Health Care Plan Amendment #10**  
**Plan Year 2015/16**

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

Effective January 1, 2016:

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

Certified Registered Physician Assistant

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

**City of Pascagoula**

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### AGENDA ITEM REQUEST FORM

Meeting Date: 3/1/2016

Submitting Department or Individual: Purchasing/Public Works

Contact Name: Jaci Turner

Phone: 938-6726

Extension of Annual Bid #350 for Zinc Orthophosphate

**Agenda Topic:** \_\_\_\_\_

*Attach additional information as necessary*

**Action Requested:**

Council approval to extend Annual Bid #350 for Zinc Orthophosphate for 12 months at the same contract price of \$0.546 per pound. Contract dates will be 3/18/16 through 3/17/17.

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



February 3, 2016

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

RE: Extension of BID #350 – ZINC ORTHOPHOSPHATE

Dear Robin:

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

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

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

Sincerely,

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

Barbie Smith  
Bid Manager  
Phone: 800-435-6856

Carus Corporation  
315 Fifth Street  
P.O. Box 599  
Perry, IL 61354-0599  
Tel (815) 223-1500  
Fax (815) 224-6697





### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

**Agenda Topic:** Award contract for Lambert Area Drainage Improvements - Holland Street to Ingalls Avenue

*Attach additional information as necessary*

**Action Requested:**

Award the contract for Drainage Improvements - Holland Street to Ingalls Avenue to Apple Construction Company in accordance with the engineer's recommendation for both bid schedules for a total of \$2,176,299.00. Authorize the City Manager to execute relevant documents. This is a programmed bond-funding project.

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

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

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

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



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue  
P.O. Box 686  
Pascagoula, MS 39568

Phone: 228.762.3970  
Fax: 228.769.9079

comptonengineering.com

December 23, 2015

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

Re: Drainage Improvements – Holland Street to Ingalls Avenue  
(C.E. Job #: 213-008.008)

Dear Ms. Turner:

Enclosed please find a copy of the Certified Bid Tabulation of the bids received and opened on December 8, 2015 for the above referenced project.

Compton Engineering, Inc. has reviewed the bids received on the above referenced project and we recommend award to the lowest responsive and responsible bidder **Apple Construction Company** for the following bid schedules:

Bid Schedule 1:	\$1,881,225.00
Bid Schedule 2:	\$ <u>295,074.00</u>
<b>Total:</b>	<b>\$2,176,299.00</b>

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

James M. Douglass, E.I.  
Project Manager

JMD:kl

Enclosure

pc: Apple Construction Company

PASCAGOULA

BILOXI

BAY ST. LOUIS

**CERTIFIED BID TABULATION**  
**DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE**  
**FOR**  
**CITY OF PASCAGOULA**

**TUESDAY, DECEMBER 8, 2015 AT 2:00PM**

Item	Description	Unit	Qty.	Engineer's Estimate			Apple Construction			Floore Industrial Contractors		
				Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
Bid Bond included: Yes Addenda received and acknowledged: Yes Certificate of Responsibility Number: 09785-MC												
BID SCHEDULE 1 - DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE												
1	Mobilization / Demobilization	LS	1	\$ 175,000.00	\$ 175,000.00		\$ 66,000.00	\$ 66,000.00		\$ 115,000.00	\$ 115,000.00	
2	Erosion / Sediment Control	LS	1	\$ 65,000.00	\$ 65,000.00		\$ 9,000.00	\$ 9,000.00		\$ 60,000.00	\$ 60,000.00	
3	Temporary Traffic Control	LS	1	\$ 50,000.00	\$ 50,000.00		\$ 24,000.00	\$ 24,000.00		\$ 48,000.00	\$ 48,000.00	
4	Construction Survey	LS	1	\$ 50,000.00	\$ 50,000.00		\$ 9,000.00	\$ 9,000.00		\$ 40,000.00	\$ 40,000.00	
5	Temporary Cofferd Dam	EA	1	\$ 25,000.00	\$ 25,000.00		\$ 6,000.00	\$ 6,000.00		\$ 28,000.00	\$ 28,000.00	
6	Sediment Control Retention Wall	LF	100	\$ 15.00	\$ 1,500.00		\$ 12.00	\$ 1,200.00		\$ 12.00	\$ 1,200.00	
7	Temporary Sand Bag Dike	EA	50	\$ 50.00	\$ 2,500.00		\$ 48.00	\$ 2,400.00		\$ 150.00	\$ 7,500.00	
8	Temporary Silt Fence	LF	2250	\$ 5.00	\$ 11,250.00		\$ 3.60	\$ 8,100.00		\$ 5.00	\$ 11,250.00	
9	Sawcut Asphalt Pavement (All Thicknesses)	LF	400	\$ 5.00	\$ 2,000.00		\$ 4.80	\$ 1,920.00		\$ 8.00	\$ 3,200.00	
10	Sawcut Concrete Pavement (All Thicknesses)	LF	100	\$ 7.00	\$ 700.00		\$ 6.00	\$ 600.00		\$ 8.00	\$ 800.00	
11	Asphalt Pavement Removal (All Thicknesses)	SY	500	\$ 5.00	\$ 2,500.00		\$ 4.80	\$ 2,400.00		\$ 7.00	\$ 3,500.00	
12	Asphalt Pavement Milling (2" Thickness)	SY	1875	\$ 3.50	\$ 6,562.50		\$ 3.60	\$ 6,750.00		\$ 2.75	\$ 5,156.25	
13	Concrete Pavement Removal (All Thicknesses)	SY	165	\$ 15.00	\$ 2,475.00		\$ 14.40	\$ 2,376.00		\$ 12.00	\$ 1,980.00	
14	Curb and Gutter Removal	LF	800	\$ 5.00	\$ 4,000.00		\$ 4.80	\$ 3,840.00		\$ 12.00	\$ 9,600.00	
15	Remove Existing Drainage Pipe (All Sizes)	LF	2500	\$ 10.00	\$ 25,000.00		\$ 8.40	\$ 21,000.00		\$ 12.00	\$ 30,000.00	
16	Remove Existing Concrete Junction Box (All Sizes)	EA	4	\$ 1,000.00	\$ 4,000.00		\$ 3,600.00	\$ 14,400.00		\$ 600.00	\$ 2,400.00	
17	Remove Existing Drainage Inlet Structure	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 600.00	\$ 1,200.00		\$ 600.00	\$ 1,200.00	
18	Remove and Replace Existing Water Meter	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 600.00	\$ 1,200.00		\$ 150.00	\$ 300.00	
19	Tree Removal (8" diameter and larger)	EA	6	\$ 500.00	\$ 3,000.00		\$ 600.00	\$ 3,600.00		\$ 450.00	\$ 2,700.00	

**CERTIFIED BID TABULATION  
DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE  
FOR  
CITY OF PASCAGOULA**

**TUESDAY, DECEMBER 8, 2015 AT 2:00PM**

<b>BID SCHEDULE 1 - DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE (continued)</b>										
Item	Description	Unit	Qty.	Engineer's Estimate		Apple Construction		Floore Industrial Contractors		1
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
20	Remove and Replace Wood Fence in Kind	LF	645	\$ 30.00	\$ 19,350.00	\$ 24.00	\$ 15,480.00	\$ 50.00	\$ 32,250.00	
21	Remove and Replace Chain-link Fence in Kind	LF	305	\$ 20.00	\$ 6,100.00	\$ 21.60	\$ 6,588.00	\$ 30.00	\$ 9,150.00	
22	Remove and Replace Existing Planter in Kind	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,440.00	\$ 1,440.00	\$ 1,800.00	\$ 1,800.00	
23	Remove Wooden Bulkhead	LF	40	\$ 25.00	\$ 1,000.00	\$ 18.00	\$ 720.00	\$ 10.00	\$ 400.00	
24	Relocate Existing Shed	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 8,400.00	\$ 25,200.00	\$ 2,500.00	\$ 7,500.00	
25	Relocate Existing 2" Gas Main	LF	50	\$ 25.00	\$ 1,250.00	\$ 10.80	\$ 540.00	\$ 50.00	\$ 2,500.00	
26	Relocate Existing 6" Gas Main	LF	125	\$ 45.00	\$ 5,625.00	\$ 19.20	\$ 2,400.00	\$ 56.00	\$ 7,000.00	
27	2" Gas Main Gate Valve	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,680.00	\$ 3,360.00	\$ 625.00	\$ 1,250.00	
28	6" Gas Main Gate Valve	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,640.00	\$ 5,280.00	\$ 1,500.00	\$ 3,000.00	
29	Open Cut and Replace 6" C-900 PVC Water Main	LF	50	\$ 40.00	\$ 2,000.00	\$ 126.00	\$ 6,300.00	\$ 20.00	\$ 1,000.00	
30	Open Cut and Replace 8" C-900 PVC Water Main	LF	120	\$ 45.00	\$ 5,400.00	\$ 132.00	\$ 15,840.00	\$ 34.00	\$ 4,080.00	
31	Open Cut and Replace 8" D.I. Gravity Sewer	LF	340	\$ 60.00	\$ 20,400.00	\$ 122.40	\$ 41,616.00	\$ 70.00	\$ 23,800.00	
32	Open Cut and Replace 12" D.I. Gravity Sewer	LF	340	\$ 75.00	\$ 25,500.00	\$ 90.00	\$ 30,600.00	\$ 110.00	\$ 37,400.00	
33	48" Sanitary Sewer Manhole w/ Coating	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,420.00	\$ 6,840.00	\$ 3,500.00	\$ 7,000.00	
34	60" Sanitary Sewer Manhole w/ Coating	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 5,040.00	\$ 5,040.00	\$ 4,500.00	\$ 4,500.00	
35	4" Sanitary Sewer Service Wye	EA	6	\$ 200.00	\$ 1,200.00	\$ 1,620.00	\$ 9,720.00	\$ 1,000.00	\$ 6,000.00	
36	6" Sanitary Sewer Service Wye	EA	2	\$ 500.00	\$ 1,000.00	\$ 3,240.00	\$ 6,480.00	\$ 2,200.00	\$ 4,400.00	
37	4" Sanitary Sewer Service Lines	LF	175	\$ 15.00	\$ 2,625.00	\$ 27.60	\$ 4,830.00	\$ 5.00	\$ 875.00	
38	6" Sanitary Sewer Service Lines	LF	65	\$ 25.00	\$ 1,625.00	\$ 37.20	\$ 2,418.00	\$ 7.00	\$ 455.00	
39	Manhole Tie-In, 6" Sewer Main	EA	1	\$ 400.00	\$ 400.00	\$ 720.00	\$ 720.00	\$ 1,200.00	\$ 1,200.00	
40	Manhole Tie-In, 8" Sewer Main	EA	3	\$ 500.00	\$ 1,500.00	\$ 1,200.00	\$ 3,600.00	\$ 1,300.00	\$ 3,900.00	
41	Manhole Tie-In, 12" Sewer Main	EA	3	\$ 600.00	\$ 1,800.00	\$ 1,440.00	\$ 4,320.00	\$ 1,800.00	\$ 5,400.00	
42	Import Fill Material	CY	1500	\$ 15.00	\$ 22,500.00	\$ 16.80	\$ 25,200.00	\$ 14.00	\$ 21,000.00	

**CERTIFIED BID TABULATION  
DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE  
FOR  
CITY OF PASCAGOULA**

**TUESDAY, DECEMBER 8, 2015 AT 2:00PM**

<b>BID SCHEDULE 1 - DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE (continued)</b>												
Item	Description	Unit	Qty.	Engineer's Estimate		Note	Apple Construction		Note	Floore Industrial Contractors		1
				Unit Price	Amount		Unit Price	Amount		Unit Price	Amount	
43	Unclassified Excavation	CY	1000	\$ 5.00	\$ 5,000.00		\$ 7.20	\$ 7,200.00		\$ 12.00	\$ 12,000.00	
44	Undercut and Haul Off Unsuitable Material	CY	4000	\$ 10.00	\$ 40,000.00		\$ 8.40	\$ 33,600.00		\$ 12.00	\$ 48,000.00	
45	Tensar Geogrid	SY	5240	\$ 7.00	\$ 36,680.00		\$ 5.40	\$ 28,296.00		\$ 11.00	\$ 57,640.00	
46	Geotextile Pipe Wrap	SY	6000	\$ 2.50	\$ 15,000.00		\$ 1.50	\$ 9,000.00		\$ 2.50	\$ 15,000.00	
47	67 Stone Pipe Bedding Material	TON	4000	\$ 50.00	\$ 200,000.00		\$ 61.20	\$ 244,800.00		\$ 50.00	\$ 200,000.00	
48	12"Ø RCP	LF	60	\$ 35.00	\$ 2,100.00		\$ 57.60	\$ 3,456.00		\$ 25.00	\$ 1,500.00	
49	18"Ø RCP	LF	270	\$ 45.00	\$ 12,150.00		\$ 58.80	\$ 15,876.00		\$ 32.00	\$ 8,640.00	
50	30"Ø RCP	LF	60	\$ 75.00	\$ 4,500.00		\$ 114.00	\$ 6,840.00	2	\$ 46.00	\$ 2,760.00	
51	36"x72" RCB	LF	2005	\$ 400.00	\$ 802,000.00		\$ 390.00	\$ 781,950.00		\$ 375.00	\$ 751,875.00	
52	Concrete Winged Headwall Structure (HW-01)	EA	1	\$ 35,000.00	\$ 35,000.00		\$ 17,400.00	\$ 17,400.00		\$ 24,500.00	\$ 24,500.00	
53	Concrete Winged Headwall Structure (HW-08)	EA	1	\$ 35,000.00	\$ 35,000.00		\$ 22,800.00	\$ 22,800.00		\$ 31,000.00	\$ 31,000.00	
54	5'x28' Cast-in-Place Concrete Junction Box w/ Curb Inlet (JB-02)	EA	1	\$ 15,000.00	\$ 15,000.00		\$ 22,800.00	\$ 22,800.00		\$ 33,000.00	\$ 33,000.00	
55	5'x25' Cast-in-Place Concrete Junction Box w/ Curb Inlet (JB-03)	EA	1	\$ 15,000.00	\$ 15,000.00		\$ 17,520.00	\$ 17,520.00		\$ 29,000.00	\$ 29,000.00	
56	20'x20' Cast-in-Place Concrete Junction Box w/ Weir Openings (JB-04)	EA	1	\$ 50,000.00	\$ 50,000.00		\$ 55,200.00	\$ 55,200.00		\$ 55,000.00	\$ 55,000.00	
57	5'x23' Cast-in-Place Concrete Junction Box w/ Curb Inlet (JB-05, JB-06)	EA	2	\$ 12,500.00	\$ 25,000.00		\$ 15,240.00	\$ 30,480.00		\$ 27,000.00	\$ 54,000.00	
58	5'x23' Cast-in-Place Concrete Junction Box w/ Weir Openings (JB-07)	EA	1	\$ 12,500.00	\$ 12,500.00		\$ 15,000.00	\$ 15,000.00		\$ 31,000.00	\$ 31,000.00	
59	Curb Inlet Structure	EA	5	\$ 3,000.00	\$ 15,000.00		\$ 4,800.00	\$ 24,000.00		\$ 3,200.00	\$ 16,000.00	
60	Grate Inlet Structure	EA	8	\$ 3,500.00	\$ 28,000.00		\$ 3,240.00	\$ 25,920.00		\$ 2,500.00	\$ 20,000.00	
61	Drain Inlet Structure	EA	3	\$ 3,000.00	\$ 9,000.00		\$ 4,200.00	\$ 12,600.00		\$ 1,800.00	\$ 5,400.00	
62	Asphalt Pavement Repair (2" Black Base, 6" Crushed Limestone)	SY	100	\$ 45.00	\$ 4,500.00		\$ 39.60	\$ 3,960.00		\$ 55.00	\$ 5,500.00	
63	Asphalt Pavement Repair (4" Black Base, 12" Crushed Limestone)	SY	465	\$ 65.00	\$ 30,225.00		\$ 69.60	\$ 32,364.00		\$ 33.00	\$ 15,345.00	

**CERTIFIED BID TABULATION**  
**DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE**  
**FOR**  
**CITY OF PASCAGOULA**

TUESDAY, DECEMBER 8, 2015 AT 2:00PM

<b>BID SCHEDULE 1 - DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE (continued)</b>											
Item	Description	Unit	Qty.	Engineer's Estimate		Apple Construction		Floore Industrial Contractors		Note	1
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
64	Asphalt Pavement Repair (2" Surface Overlay)	SY	2375	\$ 20.00	\$ 47,500.00	\$ 15.00	\$ 35,625.00	\$ 13.23	\$ 31,421.25		
65	Concrete Driveway Repair (4" Concrete, 4" Crushed Limestone)	SY	80	\$ 65.00	\$ 5,200.00	\$ 54.00	\$ 4,320.00	\$ 52.00	\$ 4,160.00		
66	Concrete Sidewalk Repair (4" Concrete, 4" Crushed Limestone)	SY	10	\$ 65.00	\$ 650.00	\$ 66.00	\$ 660.00	\$ 45.00	\$ 450.00		
67	Concrete Curb and Gutter	LF	800	\$ 20.00	\$ 16,000.00	\$ 16.80	\$ 13,440.00	\$ 18.00	\$ 14,400.00		
68	Ductile Iron Fittings	LBS	750	\$ 5.00	\$ 3,750.00	\$ 4.80	\$ 3,600.00	\$ 6.00	\$ 4,500.00		
69	Seeding	SY	2000	\$ 2.00	\$ 4,000.00	\$ 0.90	\$ 1,800.00	\$ 0.65	\$ 1,300.00		
70	Sodding	SY	200	\$ 5.00	\$ 1,000.00	\$ 6.00	\$ 1,200.00	\$ 9.00	\$ 1,800.00		
<b>TOTAL BID SCHEDULE 1 (TO BE READ ALOUD):</b>				\$	<b>2,080,517.50</b>	\$	<b>1,881,225.00</b>	\$	<b>2,032,837.50</b>		

<b>BID SCHEDULE 2 - RELOCATION OF EXISTING 20" SEWER FORCE MAIN</b>											
Item	Description	Unit	Qty.	Engineer's Estimate		Apple Construction		Floore Industrial Contractors		Note	1
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
1	Mobilization / Demobilization	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 8,400.00	\$ 8,400.00	\$ 11,000.00	\$ 11,000.00		
2	Erosion / Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 10,000.00	\$ 10,000.00		
3	Construction Survey	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00		
4	Open Cut Installation of 20" D.I. Force Main	LF	35	\$ 750.00	\$ 26,250.00	\$ 630.00	\$ 22,050.00	\$ 250.00	\$ 8,750.00		
5	Open Cut Installation of 20" D.I. Force Main in a 32" Steel Casing (0.438" wall thickness to include coating)	LF	35	\$ 1,000.00	\$ 35,000.00	\$ 864.00	\$ 30,240.00	\$ 500.00	\$ 17,500.00		
6	Temporary Line Stops for Existing 20" D.I. Force Main (to include shoring, excavating, and installation of 20" line stops)	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 36,000.00	\$ 36,000.00	\$ 35,000.00	\$ 35,000.00		
7	20" Tapping Tee w/ 20" Valve	EA	2	\$ 30,000.00	\$ 60,000.00	\$ 26,400.00	\$ 52,800.00	\$ 26,000.00	\$ 52,000.00		

CERTIFIED BID TABULATION  
DRAINAGE IMPROVEMENTS - HOLLAND STREET TO INGALLS AVENUE  
FOR  
CITY OF PASCAGOULA

TUESDAY, DECEMBER 8, 2015 AT 2:00PM

<b>BID SCHEDULE 2 - RELOCATION OF EXISTING 20" SEWER FORCE MAIN (continued)</b>										
Item	Description	Unit	Qty.	Engineer's Estimate		Apple Construction		Floore Industrial Contractors		1
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
8	Temporary 20" D.I. Force Main Installation (to include necessary ductile iron fittings)	LF	150	\$ 500.00	\$ 75,000.00	\$ 648.00	\$ 97,200.00	\$ 210.00	\$ 31,500.00	
9	20" Force Main Air Release Valve	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 5,880.00	\$ 11,760.00	\$ 6,000.00	\$ 12,000.00	
10	Import Fill Material	CY	330	\$ 15.00	\$ 4,950.00	\$ 16.80	\$ 5,544.00	\$ 14.00	\$ 4,620.00	
11	Undercut and Haul Off Unsuitable Material	CY	350	\$ 10.00	\$ 3,500.00	\$ 9.60	\$ 3,360.00	\$ 12.00	\$ 4,200.00	
12	67 Stone Pipe Bedding Material	TON	50	\$ 50.00	\$ 2,500.00	\$ 62.40	\$ 3,120.00	\$ 50.00	\$ 2,500.00	
13	Ductile Iron Fittings	LBS	3000	\$ 5.00	\$ 15,000.00	\$ 7.20	\$ 21,600.00	\$ 6.00	\$ 18,000.00	
<b>TOTAL BID SCHEDULE 2 (TO BE READ ALOUD):</b>				\$	<b>332,200.00</b>	\$	<b>295,074.00</b>	\$	<b>209,570.00</b>	

<b>TOTAL BID SCHEDULE 1 + BID SCHEDULE 2 (TO BE READ ALOUD):</b>				\$	<b>2,412,717.50</b>	\$	<b>2,176,299.00</b>	\$	<b>2,242,407.50</b>
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- Notes:
- 1- Contractor failed to submit evidence of authority to sign.
  - 2- Multiplication error.



Certified Correct By:

Kevin R. Yates, P.E.





### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

**Agenda Topic:** Task Order Amendment #1 with Compton Engineering for City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014

*Attach additional information as necessary*

**Action Requested:**

Approve the attached amendment to Compton's Task Order and authorize the City Manager to execute documents.

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 checked="" type="checkbox"/>	Utility Fund
	<input type="checkbox"/>	Grant
	<input type="checkbox"/>	Other

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

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



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue  
P.O. Box 686  
Pascagoula, MS 39568

Phone: 228.762.3970  
Fax: 228.769.9079

comptonengineering.com

February 22, 2016

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

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

Dear Ms. Turner:

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

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

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

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

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

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.  
Project Engineer

KRY:kl

attachments

PASCAGOULA

BILOXI

BAY ST. LOUIS

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

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

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

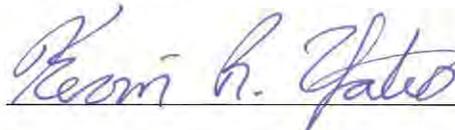
**COST AND METHOD OF COMPENSATION  
ITEM 2**

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

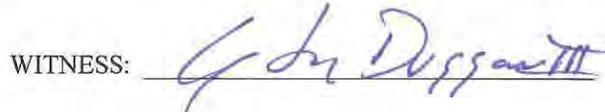
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:  
CITY OF PASCAGOULA, MS

ENGINEER:  
COMPTON ENGINEERING, INC.



WITNESS: \_\_\_\_\_

WITNESS: 





Agenda Number: 20.

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Advertising the resources of the City through the Boys & Girls Clubs of Jackson County Annual Golf Tournament.

*Attach additional information as necessary*

**Action Requested:**

Approve advertising for \$100.00, manual check, (Hole Sponsor) for Golf Tournament to be held on Saturday, March 12, 2016, at the Gulf Hills Golf Club in Ocean Springs, MS. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501(c)(3).

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**

**20th Annual Golf Tournament**

Saturday, March 12, 2016 - 8am  
Gulf Hills Golf Club, Ocean Springs MS

**TEAM REGISTRATION FORM**

Mail or fax form to Kevin Miller at  
The First, A National Bank

P O Box 907, Pascagoula, MS 39568  
(228) 712-9025 fax

**DEADLINE : Wednesday, March 9, 2016**

**Please Make All Checks Payable to:**

Boys & Girls Clubs of Jackson County

(Please print all information)

1.NAME: \_\_\_\_\_

Handicap \_\_\_\_\_

2.NAME: \_\_\_\_\_

Handicap \_\_\_\_\_

3.NAME: \_\_\_\_\_

Handicap \_\_\_\_\_

4.NAME: \_\_\_\_\_

Handicap \_\_\_\_\_

**TEAM CONTACT:**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_



**BOYS & GIRLS CLUBS  
OF JACKSON COUNTY**



Saturday, March 12, 2016  
Gulf Hills Golf Club  
Ocean Springs, MS  
7:00 a.m. - Registration  
8:00 a.m. - Shotgun Start

**Sponsored by:**



MEMBER OF THE  
BOYS & GIRLS CLUBS

## Swing into Spring by participating in the 20th Annual Boys & Girls Clubs of Jackson County Golf Tournament

Sponsorship for this event will be a worthwhile investment of your charitable funds. Sponsorship gives your business or organization high visibility to tournament participants and will benefit the youth of Jackson County because "Great Futures Start Here." *A good cause, a day spent with good friends, what could be better?*

If you would like to participate in this event as a sponsor, please complete the Sponsorship Form and return it to the address below or scan and email to [cglaude@bgcjc.org](mailto:cglaude@bgcjc.org).

Mailing address is:  
**Boys & Girls Clubs of Jackson County**  
P. O. Box 8522  
Moss Point MS 39562-8522  
Phone (228) 762-3497- ext. 252  
[cglaude@bgcjc.org](mailto:cglaude@bgcjc.org)

If you would like to register a team, please call Kevin Miller (228)762-4442.

We encourage you to join in the fun. We will treat you to some good food and soft drinks while you are with us.

Sincerely,

Boys & Girls Clubs of Jackson County  
Golf Tournament Committee



A United Way Agency

### Event Information

Gulf Hills Golf Club, Ocean Springs, MS  
Saturday, March 12, 2016  
7:00 a.m. - Registration  
8:00 a.m. - Shotgun Start

### Player Information

(Deadline Wednesday, March 9, 2016)

**\$100 per player or \$400 per team**  
4 Person Select Shot Scramble  
(Men & Women)/Handicap System

Register by sending Team Form along with your payment (make payable to **Boys & Girls Clubs of Jackson County**)  
And send to Kevin Miller at:

P. O. Box 907, Pascagoula, MS 39568  
Or Fax (228) 712-9025 \* Phone (228)762-4442

### Prizes

#### Hole-In-One GRAND PRIZE

2015 Vehicle Sponsored by:  
Estabrook Motor Company

\$10,000.00 Cash Prize Sponsored by:  
G.T. Development (Jackie Grimes)

#### Team Prizes for:

- 1<sup>st</sup> Place Low Gross & Net - \$300
- 2<sup>nd</sup> Place Low Net - \$200
- 3<sup>rd</sup> Place Low Net - \$150
- 4<sup>th</sup> Place Low Net - \$100

Prizes for closest to the pin on all Par 3's  
& Longest Drive  
Free Food & Soft Drinks  
Everyone who buys a \$5.00 Mulligan will be eligible for a door prize!



**BOYS & GIRLS CLUBS**  
OF JACKSON COUNTY

## 20th Annual Golf Tournament Business or Individual

(Please print all information)

INDIVIDUAL OR  
CORPORATION NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

### Sponsorship

**DEADLINE: Wednesday, March 9, 2016**

(Please check your choice)

MAJOR SPONSOR \$500 & UP \_\_\_\_\_

HOLE SPONSOR \$100 \_\_\_\_\_

CHECK IS ENCLOSED \_\_\_\_\_

CHECK IS NOT ENCLOSED PLEASE BILL ME

AT THE ABOVE ADDRESS \_\_\_\_\_

WILL MAKE A DONATION OF \$ \_\_\_\_\_

(Please be reminded that we are a 501c3 nonprofit organization and your donations are tax deductible.)

#### SPONSORSHIP PAYMENTS

**Please make all checks payable to:**

Boys & Girls Clubs of Jackson County

P O Box 8522, Moss Point MS 39562

Phone: (228)762-3497, ext. 252 \* [cglaude@bgcjc.org](mailto:cglaude@bgcjc.org)

Website: [www.bgcjc.org](http://www.bgcjc.org)





### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Recreational Trails Application FY16 - I.G. Levy Park Environmental Education Trail

*Attach additional information as necessary*

**Action Requested:**

Authorize the Mayor to execute documents associated with the application to the Mississippi Department of Wildlife, Fisheries, and Parks Recreational Trails Program FY16 for the I.G. Levy Park Environmental Education Trail. The total project cost is \$268,500. If awarded, the grant would provide \$100,000. The \$160,500 is anticipated to be provided by the Hotel Room Occupancy Tax as recommended by the Recreation Commission. The Parks and Recreation Department budget will provide the remaining \$8,000 funding.

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

*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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**HARRY J. BLEVINS**  
MAYOR

**JOSEPH R. HUFFMAN**  
CITY MANAGER

**EDDIE C. WILLIAMS**  
CITY ATTORNEY



CITY COUNCIL

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

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

March 1, 2016

Terry McDill, Administrator  
Outdoor Recreation Grants  
MS Department of Wildlife, Fisheries, and Parks  
1505 Eastover Drive  
Jackson, MS 39211-6347

Re: 2014 Recreational Trails Program  
Whitehead Lake Fitness Trail

Dear Mr. McDill:

The City Council supports the I.G. Levy Environmental Education Trail application to the Mississippi Department of Wildlife, Fisheries, and Parks. The City Council authorizes the application budget for 2016 Recreation Trails Program funding.

The City of Pascagoula's mission is to improve the quality of life for its residents. Council commitment to this project is twofold. First, the City is committed to constructing new opportunities for outdoor recreation activities that promote health and wellness. This Trail is much needed as there are no other fitness trails for the neighborhoods that it will serve. Second, the City values its natural resource. Existing City assets like the B.B. Jennings Park Living Laboratory, the Pascagoula River Environmental Education Trail, and the Magnolia Birding Pier are environmental education demonstrations. The proposed Trail at I.G. Levy Park will provide a continued opportunity for environmental education demonstrations. Your consideration of this application is appreciated.

Sincerely,

Harry J. Blevins  
Mayor

# 2016 Recreational Trails Program (RTP) Application

Applicants should read Mississippi Recreational Trail Guidelines before completing this application.

## Part A: Applicant/Sponsor Information

**Applicant/Sponsoring Entity Name:** City of Pascagoula

Applicant's Federal Employer ID# (FEI): 64-6000949

Classification of Applicant: City/Town

Applicant Contact Info (Mayor, Director, etc...)

Name: Jen Dearman

Title: Community and Economic Development Director

Address: P.O. Drawer 908, Pascagoula, MS 39568

Phone: 228-938-6651

Email address: jdearman@cityofpascagoula.com

Application Contact Info: (if different from applicant)

Name: Same as above

Title: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Email address: [Click here to enter text.](#)

Has Applicant Received Prior RTP Funding:  **Yes**  **No**

List all prior RTP project numbers and all park names associated with assisted site(s):  
28-RPT-179.1 Pascagoula River Environmental Trail 2011

Has Applicant Received Prior Land & Water Conservation Funding (LWCF):  **Yes**  **No**

List all prior LWCF project numbers and all park names associated with assisted site(s):  
28-00130 Pascagoula Beach Park - 1972  
28-00143 Pascagoula Beach - 1973  
28-00302 Pascagoula Community Park / I.G. Levy Memorial Park - 1980  
28-00339 Pascagoula River Park / Scranton's Boat - 1983  
28-00420 Pascagoula River Park, Phase II - 1986

29-00494 Pascagoula Beach Park, Phase II - 1992  
28-00591 Pascagoula Soccer Complex - 2004

## Part B - Project Information

**Classification of Land:** Choose an item.

(If trail project involves private land, easement(s) must be finalized within 30 days of awarded grant approval)

**Location of Project** (if located in more than 1 county, district, etc., please list all)

Name of Park or Recreation Area:	<u>I.G. Levy Park</u>
Nearest Town/City:	<u>City of Pascagoula</u>
County:	<u>Jackson</u>
Population of Applicant:	<u>22,392</u>
Nearest Major Interstate:	<u>Interstate 10</u>
Street/County/Road:	<u>3928 Nathan Hale Drive</u>
Latitude of Proposed Trail Site:	<u>30.378338</u>
Longitude of Proposed Trail Site:	<u>88.5231</u>
State Senator and District:	<u>Brice Wiggins, District 52</u>
House of Representative and District:	<u>Charles Busby, District 111</u>
Federal Congressman and District:	<u>Steven Palazzo, District 4</u>

**Project Category:** Choose an item.

**Trail Use** (indicate all that apply)

**Non-Motorized Uses:**

- Bicycling (paved trail)
- Mountain Biking (non-paved trail)
- Roller Blading
- Skateboarding
- Day Hiking (short trails)

- Exercise / Fitness
- Equestrian
- Backpacking (extended trail/overnight)
- Interpretive/Environmental Education
- Other, please specify

[Click here to enter text.](#)

**Motorized Uses:**

- 4-wheel (ATV) All Terrain Vehicle
- Motorcycle (Dirt Bikes)
- OHV (Off Highway Vehicles)
- Other, please specify

[Click here to enter text.](#)

Is the proposed project an Exercise / Fitness Track?  Yes  No

Is there an existing trail at this location?  Yes  No (if yes complete below)

Length of Existing Trail: three-fourths of a mile

Width of Existing Trail: six feet

Existing Trail Surface: mulch

Condition of Existing Trail: good

Was Existing Trail Funded with RTP Funds: No

What will the RTP Funds Be Used For: New Trail

Type of Trail Surface (check all that apply):

Asphalt  Concrete  Native Rock  Native Soil

Mulch  Gravel  Other [Click here to enter text.](#)

List Elements to be constructed / purchased with RTP Funds to be used by the public.

**1. 3,960' long x 10' wide Interpretive Environmental and Fitness Trail**

**2. Click here to enter text.**

**3. Click here to enter text.**

**4. Click here to enter text.**

**5. Click here to enter text.**

**6. Click here to enter text.**

**7. Click here to enter text.**

**8. Click here to enter text.**

Does this project link to or is it an integral part of another trail(s)?

The proposed I.G. Levy Park Environmental Education Trail will encircle Whitehead Lake. The I.G. Levy Park is a 45.2 acre park that is divided into north and south sections. The new Trail will connect the Lake to the Scranton Nature Center, two acres of urban forest and stormwater mitigation exhibits which are all located at I.G. Levy Park North. The proposed new Trail is an integral part of the two-mile trail system with lighting that links the amenities at I.G. Levy Park North to I.G. Levy Park South. I.G. Levy Park South

amenities include: restrooms, a skate park, two racquet ball courts, eight tennis courts and two playgrounds. The Trail will also become a site on the Mississippi Coastal Birding Trail.

**Provide any additional information regarding trail project:**

[Click here to enter text.](#)

## Part C – Project Narrative

**Project Summary** – Narrative concerning your proposed project and include a description of the nature of the organization requesting funds, the project and location, trail length, types of facilities, how the funds will be used, what is intended to be accomplished, history, planning, need for project, support, expected uses, and target audience. (Limit to this Page)

**Description of the Nature of the Organization Requesting Funds:** The City of Pascagoula’s mission is to provide the highest quality of life for its residents. Pascagoula expanded its over 26 miles of trails to include: the Historic Pascagoula Bike Trail, the Pascagoula River Blueway, the Pascagoula Historic Pathway, the Pascagoula River Environmental Education Trail, and the Beachfront Promenade. Pascagoula was named a Blue Cross and Blue Shield of Mississippi Foundation Healthy Hometown in 2014 and received an honorable mention from the League of American Bicyclists Bike Friendly Community Program. The Pascagoula River Audubon Center (PRAC) is working to recognize the City as Mississippi’s first Bird Friendly Community.

**Project and Location:** The City vision for the I.G. Levy Park Environmental Education Trail is fourfold. The Trail will raise environmental awareness, provide a fitness opportunity, attract nature-based tourism, and enhance low-income neighborhoods. I.G. Levy Park North and South is approximately 45 acres and located in the Pascagoula River watershed. The City utilizes I.G. Levy Park North to teach residents, tourists, and business owners how to be good stewards of the environment. More details are included in Environmental Mitigation on page 14.

**Trail Length and Types of Facilities:** The Trail will encircle Whitehead Lake which is  $\frac{3}{4}$  of a mile or 3,960 feet long. Interpretive signage will educate trail users about the importance of the Pascagoula River watershed and ways to preserve it. There is a plethora of natural and recreational resources as well as community activities that occur at the Park. Please see Connections and Linkages on page 15 for more details.

**How Funds Will Be Used:** Funds will be utilized for the bid process, engineering, and trail concrete contract. Funds will also be utilized for the interpretive signage and funding signage.

**History, Planning, Need for Project and Support:** The 1976 Parks and Recreation Master Plan called for a community park. I.G. Levy Park was created in 1981 utilizing the Land and Water Conservation Fund Program. The 2012 Parks and Recreation Master Plan (2012 PRMP) identified the need to bring the trails at the Park into ADA compliance. Scranton Nature Center receives 15,000 visitors annually and acts as a migrant bird trap. The City expanded on this opportunity with the restoration of urban forest, stormwater mitigation exhibits, and interpretive signage in 2015. I.G. Levy Park and its trails are the only recreational resources of its kind on the east side of town. According to 2010 Census, the poverty of the neighborhoods in the Park’s service area is 53.8%. The poverty rates of the City, the State, and the Nation are respectively 24.5%, 22.7%, and 15.4%. The Park is also located in a Racially Concentrated Area of Poverty (RCAP). There are currently no fitness trails on the east side of Pascagoula and this area has the highest concentration of poverty and minorities in the City as previously mentioned. The project is supported by both private and public partnerships including but not limited to: Compton Engineering, Church on the Rock, Set Free Ministries, the PRAC and Colmer Middle School.

**Expected Uses and Target Audience:** Expected uses include walking, jogging, bicycling, roller blading, skateboarding, birding, and environmental interpretation. The target audience includes the residents of surrounding neighborhoods, the 15,000 annual Park visitors, and Colmer Middle School.

## Part D – Project Timeline Schedule / Project Cost Information

**RTP Funds Requested:**    \$100,000

**Total Estimated Project Cost:**    \$268,500

### Funding Sources

List all funding sources related to proposed trail project.

Name	Type	Amount	Secured	Agency
Recreational Trail Grant	Federal Grant	<b>\$100,000</b>	Applied For	MDWFP
<u>Hotel Room Occupancy Tax</u>	<u>Local</u>	<b>\$160,000</b>	<u>Secured</u>	<u>City of Pascagoula</u>
<u>Parks and Recreation Department Budget</u>	<u>Local</u>	<b>\$8,000</b>	<u>Secured</u>	<u>City of Pascagoula</u>
enter	enter	enter	enter	enter

### Project Timeline/Schedule:

Provide a detailed project schedule/plan of action with a corresponding timeline. Detail the complete sequence of construction by activity, indicate number of days/weeks/months for beginning and complete for each stage of construction

<b>Activity</b>	<b>Days/Weeks/Months</b>
<u>Project Design</u>	<u>3 months</u>
<u>Trail Contract Procurement</u>	<u>3 months</u>
<u>1st 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>2nd 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>3rd 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>4th 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>5th 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>6th 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>7th 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
<u>8th 500' section: site preparation, forming, pouring</u>	<u>2 weeks</u>
Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

### Proposed Budget

Applicant Name	<b>City of Pascagoula</b>
Person Who Prepared Budget:	<b>Jen Dearman</b>
Name of Project:	<b>I.G. Levy Park Enviornmental Education Trail</b>
Date Prepared:	<b>2/22/16</b>

Item Description	RTP Grant Funds 80%	+ Matching Funds 20%	= Total 100%
A. Design & Engineering Costs	00.00	00.00	\$ 0.00
B. Direct Labor / Equipment Costs		0.00	\$ 0.00
C. Special Service Purchase Contract tradesmen secured under a service contract	.00	.00	\$ 0.00
D. Cost of Rental Equipment	0.00	0.00	\$ 0.00
E. Construction Contract	100,000.00	160,500.00	\$260,500.00
F. Purchase of Materials	0.00	8,000.00	\$8,000.00
G. Other			
	0.00	.00	\$ 0.00
	0.00	0.00	\$ 0.00
	0.00	0.00	\$ 0.00
<b>.TOTAL</b>	<b>\$100,000.</b>	<b>\$168,500.</b>	<b>\$268,500.00</b>

To TOTAL place cursor on amount in each total cell RIGHT CLICK MOUSE and click update field



## Part E – Project Selection Criteria

If a criterion does not apply, enter N/A (Not Applicable) and briefly indicate why it does not apply.

- 1. Planning/Budgeting/Design Process** - Describe the planning, budgeting, and design process for this project. Document the use of professionals such as landscape architects, engineers, and/or planners. Describe any assistance from public agencies, private industries, or special interests groups.

**Planning:** The City recognizes that nature-based tourism, recreation facilities, and outdoor recreation programming are economic drivers. When planning the I.G. Levy Park Environmental Education Trail, the City considered programs, events, amenities, and existing plans. The City utilizes the I.G. Levy Park North, Whitehead Lake, and the Scranton Nature Center for a variety of programs and events: the Arbor Day Celebration, Nature Discovery, Outdoor Recreation Camp, Great American Cleanup, Explore the World around You, and Nature Camp. The Lake is utilized for kayak workshops: Quick Start Your Kayak, Rescue Clinic for Kayaks, and Smart Start Paddling. According to the City's Outdoor Recreation Specialist, the walking trails at I.G. Levy Park are heavily utilized.

Many indigenous, migrating, and wintering birds utilize I.G. Levy Park. As a result, many birders who visit Jackson County and the City utilize the park for birding and nature-based tourism. The City recognized this economic opportunity and utilized National Fish and Wildlife Foundation funding to restore two acres of urban forest around Whitehead Lake and the Scranton Nature Center. Indigenous trees and shrubs were planted that add wildlife value including, but not limited to Southern Live Oak, Southern Wax Myrtle, American Holly, Sweetbay Magnolia, Blue Iris, Figtree, Eastern Red Cedar, Mockernut Hickory, and Long Leaf Pine. Additionally, exhibits were installed promoting stormwater management best practices including rain gardens and rain barrels. These exhibits filter rainwater from the parking lot and the roof of the Scranton Nature Center. Interpretive signage is in place describing the urban forest and stormwater management practices.

Lose and Associates, Inc. specialize in landscape architecture, architecture, engineering, and planning. They worked with City employees and residents to develop the 2012 PRMP. The Plan specifically identifies the need to refurbish the walking trails and bring them into ADA compliance. The two miles of trail are maintained by the City by placing mulch on the trail twice annually; however, stormwater runoff continually washes the mulch away.

**Budget:** The City solicited a courtesy quote from a contractor regarding the concrete trail utilizing the specifications provided in the Recreational Trails Guidelines. Design of the Trail is donated by Compton Engineering. The City will complete the bid process and engineering in-house. Interpretive signage costs were estimated based on recently completed projects.

**Design:** If awarded funding, Compton Engineering has pledged a private partnership. They will design the 3/4 mile long, ten-foot wide ADA compliant concrete trail. Compton Engineering previously designed the existing mulch trail at the Park. Additionally, The City will partner with the Pascagoula River Audubon Center to develop interpretive signage, selection of indigenous plants, and guidance on lessening the environmental impact during construction.

2. **Partnerships/Community Support/Volunteerism** - Describe the degree to which the trail project involves public and/or private partnerships between trail users, private interests, and/or public agencies. Also provide information about volunteer services (trail-adopter group, etc.) and donated materials that will be used to accomplish this project. ***Letters of support do not constitute a commitment.***

**Private Partnerships:** The City is partnering with Compton Engineering to provide in-kind design services for the ¾ mile long, ten-foot wide I.G. Levy Park Environmental Educational Trail. The City worked with Compton Engineering to design the existing two-mile mulch trail system at I.G. Levy Park. Compton Engineering will utilize the existing plans and expand the design to include the specifications outlined in the Recreational Trails guidelines. The Pascagoula River Audubon Center (PRAC) is working with the City to be the first designated Bird Friendly Community in Mississippi. PRAC maintains the Mississippi Coastal Birding Trail and Pascagoula has three sites on the Trail: Beach Park, Point Park, and the Magnolia Birding Pier. The I.G. Levy Environmental Education Trail would be added as another site to the MCBT. The partnership between the City and the PRAC for this project would include invasive species removal and bird assessments as well as the other activities mentioned in the “Design” section on page 10.

**Community Support:** Church on the Rock and Set Free Ministries are located within the service area of I.G. Levy Park and have members that utilize I.G. Levy Park and the existing Trails for fitness. Both churches attest to the added value that the I.G. Levy Environmental Education Trail will bring to the community. Colmer Middle School utilizes the I.G. Levy Park urban forest and stormwater exhibits to provide hands-on education to their approximately 300 7<sup>th</sup> grade science students. The students learn about the Pascagoula River Watershed, stormwater runoff, invasive species, native species, non-native species, and wildlife value. Colmer Middle School will utilize the I.G. Levy Environmental and Education Trail for the same purposes.

**Volunteerism:** Mississippi Power provided over 40 volunteers for the urban forest project at I.G. Levy Park. They have pledged volunteers to perform the indigenous planting and invasive species removal maintenance for the I.G. Levy Environmental and Education Trail. Chevron Pascagoula Refinery has also pledged volunteers to assist with planting and invasive species removal maintenance at the I.G. Levy Environmental and Education Trail.

**3. Environmental Mitigation** - Describe how the project will mitigate and minimize impact to the natural environment. Degree to which project aids in the restoration, enhancement, and conservation of natural resource in the area in which the project is located.

The proposed I.G. Levy Park Environmental and Education Trail will teach those who use it to be good stewards of the environment. It will raise awareness of the importance of both wildlife and the use of indigenous plants in landscaping. The City will utilize the Trail for demonstration projects on invasive species, native plants, non-native plants, stormwater management, and wildlife value.

Urban sprawl has drastically reduced the natural environment within Cities. Further, homeowners and business owners often use toxic invasive plants in landscaping there by decreasing wildlife value. The combination of Whitehead Lake and the urban Forest create a wildlife conservation corridor within an urban environment. The enhancements made at I.G. Levy Park result in a migrant trap for birds where they benefit from food sources and sheltering pockets. Whether residents are utilizing the fitness track, or birders are visiting to glimpse a sighting of a rare migrating bird, the I.G. Levy Environmental and Education Trail will foster environmental stewardship.

The project will minimize impact to the natural environment by ensuring the plans and specifications outline what measures need to be taken to mitigate erosion of from construction into Whitehead Lake. The City will consult with the PRAC regarding time of year for construction to minimize the effect of the project on nesting, migrating, or wintering birds.

If the City is awarded conditional approval, it will complete all applicable environmental clearances, and obtain all required permits and approvals.

**4. Connections/Linkages** - Describe how the proposed project provides viable connections or linkages to other trails, greenways, scenic corridors, natural, cultural and recreational resources, or community activities. If the project is connected to a larger trail system, describe the size, extent, and predominant uses of that system.

There is a two-mile trail system with lighting that connects I.G. Levy Park North and South. In total, the Park encompasses 45 acres. I.G. Levy Park South is located on Chicot Street and contains many facilities including eight tennis courts, two concrete block racquetball courts, ADA accessible restrooms, a concrete skate park, small pavilions, and a large community playground with multiple structures. I.G. Levy Park North is located on Nathan Hale Avenue. Amenities for the north side of the Park include two lighted soccer fields, baseball backstops, ADA accessible restrooms, a disc golf course, Scranton Nature Center, Whitehead Lake, the urban forest, and stormwater management exhibits.

The Mississippi Coastal Birding Trail identifies and details over 40 sites that are used by local birders and are historically prime birding locations in the six southernmost counties of Mississippi. Trail sites highlight birds native to coastal Mississippi and species that may be overwintering or migrating. The Pascagoula River Audubon Center maintains the Trail. The City has three sites on the trail: Point Park, Beach Park, and Magnolia Birding Pier. The I.G. Levy Park Environmental and Education Trail will be added to the MCBT.

**5. Trail Corridor Sharing** - Describe how the trail project can accommodate a variety of motorized and/or non-motorized trail activities (equestrian, hiking, mountain biking, ATV, motorcycle, etc.)

The I.G. Levy Park Environmental Education Trail will be 3/4 mile long fitness trail. It will also be 10 feet wide and accommodate multiple uses. The trail will accommodate walking, running, biking, roller blading, and skateboarding. The Trail is located near many residential neighborhoods and will be a fantastic opportunity for these residents to participate in active recreational activities. This project links with the two-mile trail system in I.G. Levy Park that has a mulch surface and accommodates walking, jogging, and mountain bikes.

**6. Trail Commitment** – Describe the long-term commitment (ex. 20, 30, 50 year recreational easement or limitation of use) that the trail sponsor *will* implement / use, if selected for funding. Degree of commitment for continued project maintenance and operation to insure that the trail will remain open and operable for the intent for which funds are being asked.

I.G. Levy Park is a City of Pascagoula public community park. The City's Parks and Recreation Department assumes responsibility for operating all of the parks within the City and will assume the operation of the Whitehead Lake Fitness Trail. The Parks and Recreation Department along with the Public Works Department will assume the responsibility of maintenance for the trail. The City is committed to maintaining the trail for 50 years and beyond.

**Bonus Points** - Will trail project be of national, statewide or regional significance or unique? Explain.

The City's recognizes the importance of its natural resources. It is bordered to the south by the Gulf of Mexico and the west by the Pascagoula River. The continued partnership with the Pascagoula River Audubon Center has led to a shift in the way the City manages its beautification. Indigenous plants with wildlife value are planted instead of invasive species.

The City is repurposing parks into environmental education demonstrations. There is a living laboratory at B.B. Jennings Park. The Pascagoula River Environmental Education Trail was funded by the Recreational Trails Program. The newly redeveloped Point Park is a favorite fishing location not only for Pascagoula but also for Jackson County. Beach Park is on the Mississippi Coastal Birding Trail. The newly renovated River Park features the Scranton Museum in a 70 foot shrimp boat. This Museum includes a wetlands diorama and three 100 gallon aquariums with indigenous fish, shell fish, and crustaceans.

The I.G. Levy Environmental Education Trail is expected to be of national significance. The Scranton Nature Center draws visitors from across the Gulf Coast from Florida to Texas. Many birds winter and migrate at the Park and Whitehead Lake. The urban forest will continue to grow and increase wildlife value for the Park. The Trail around Whitehead Lake will accommodate diverse uses and be ADA compliant. When these amenities are combined with the City's existing nature-based assets that the City offers, there are many reasons that the proposed Trail will be attractive destination to people nationwide.

## Part F – Environmental Survey

This survey is a requirement for federally funded programs. For those projects selected for funding and submitted to FHWA, MDWFP may verify compliance with these items.

**Note:** Other documentation may be requested and required during the evaluation process and of finalists who enter the Environmental Assessment and Intergovernmental Review Process.

1. **Project Name:** I.G. Levy Environmental Education Trail

### 2. Land Use

a. Briefly describe the land use in the project area and any changes. Attach additional pages and a land use map, if needed.

Community Park

b. Is the project consistent with comprehensive land use or development plans for the area?

**Yes**  **No**

Name of Plan: 2012 Parks and Recreation Master Plan

Date Plan Prepared: June 2012

### 3. Natural Resources

Will the proposed project negatively impact any of the following?

- |                               |                                     |   |
|-------------------------------|-------------------------------------|---|
| Soil Erosion or Sedimentation | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Vegetation                    | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Streams, Rivers, or Lakes     | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Wetlands                      | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Floodplains                   | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Coastal Zones                 | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Wild and Scenic Rivers        | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Wildlife and Wildlife Habitat | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Farmlands                     | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| National Natural Landmarks    | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| Endangered Plants and Animals | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |

**4. Historic and Archaeological Resources**

- a. The project site has to been reviewed by the Mississippi Department of Archives and History, Historic Preservation Division. Please attach copy of their response to Request for Cultural Resource Assessment.

**APPROVAL LETTER HAS TO BE attached to application when submitted.**

- b. Will the project have an effect on historic or archaeological resources?

Yes  No

**5. Hazardous Wastes**

Is there any potential for involvement with hazardous wastes or underground storage tanks?

Yes  No

**6. Noise**

Is there potential for the project to have a noise impact or the surround land uses?

Yes  No

**7. Air Quality**

Will the project have an adverse impact on air quality?

Yes  No

**8. Section4(f)**

- a. Is the project located on a publicly owned park, recreation area, historic site or wildlife management area?

Yes  No

- b. If yes, please mark the appropriate box and name the facility.

Recreation Area

I.G. Levy Park

Historic Area

Click here to enter text.

Wildlife Management Area

Click here to enter text.

Other

Click here to enter text.

# Part G – Certification Signature

Certification:

I hereby certify the information contained in this application and supporting documentation are true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and that incomplete or incorrect documentation will result in withdrawal of the application. I further certify that all required documentation is included herein and that matching funds are available for this project, including funds for long-term management and maintenance. The Recreational Trails Program administrator will be notified immediately of any changes in signature authority. Execution of this document constitutes and authorized signature on behalf of the entities proposal.

Harry J. Blevins, Mayor  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Signature

3/1/2016  
Date

Provide driving directions to the location of site using 1505 Eastover Drive, Jackson, MS 39211-6374 as the starting point.

Please see attached.

Are any overhead utility lines present at proposed Site:  Yes  No





**Legend**

- I.G. Levy Park Boundary
- Proposed Trail Route**
  - ▬ Whitehead Lake Fitness Trail
  - ▬ Two-Mile Mulch Trail
- Existing Facilities**
  - Tennis Courts
  - Restrooms
  - Racquet Ball Courts
  - ▬ Skate Park
  - ➔ Park
  - System Soccer Field
  - └┘ Baseball Backstops
  - ★ Stanton Nature Center
  - ★ Pavilions
  - ☾ Disc Golf Course map.
  - 😊 Urban Forest
  - Urban Forest



# IG Levy Disc Golf Course

Pascagoula, MS



- Walking Trail
- Property Line
- Disc Golf Hole
- Ditch



### AGENDA ITEM REQUEST FORM

Meeting Date: 3-1-16

Submitting Department or Individual: \_\_\_\_\_

Contact Name: City Manager

Phone: 938-6614

**Agenda Topic:** Appointment to the Pascagoula Public Library Board of Trustees

*Attach additional information as necessary*

**Action Requested:**

Consider appointment to the Pascagoula Public Library Board of Trustees to fill the unexpired term of Etienne Melcher whose term will expire 11-20-16. The Library Board has offered the names of Amy Brandenstein and Cathy Groff for consideration. They have agreed to serve if appointed by Council and their resumes are attached.

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**

## **Amy Brandenstein, Community Affairs Representative**

Former WLOX-TV reporter Amy Brandenstein is Public and Government Affairs Community Affairs Representative at the Chevron Pascagoula Refinery. For the past thirteen years, Amy has coordinated Chevron's community engagement, employee involvement, and non-profit outreach activities.

The President of the United Way for Jackson & George Counties, she serves on the Board of Directors of Excel By 5 and Jackson County Chamber of Commerce, and is past president of the Pascagoula Rotary Club. Amy has been named one of "South Mississippi's Top 10 Business Leaders Under 40" by the *Journal of South Mississippi Business* and is a member of the Pascagoula River Audubon Center Advisory Board. She has served as fundraising chairman for the United Way for Jackson & George Counties and is active in numerous community organizations including the Pascagoula Excel By 5 Coalition, the Salvation Army Advisory Board, and the Local Emergency Planning Committee.

Amy formerly served as Public Relations Director for the Jackson County Chamber of Commerce and covered the Jackson County beat in her role as reporter for WLOX-TV. A graduate of the Chamber of Commerce's Jackson County Leadership Program, she holds a bachelor of arts degree from The University of Missouri's acclaimed school of journalism.

Amy and her husband David reside in Pascagoula with their daughters, Abby, 13, and Emma Grace, 9. She is an active member of First Presbyterian Church in Pascagoula, Beach Elementary PTO, Junior Auxiliary of Pascagoula-Moss Point, and Pascagoula strategic planning committee.

**Cathy Clasen Groff**  
**4201 Bluefish Avenue**  
**Pascagoula, MS 39581**  
**228-424-3757**  
[cgroff47@yahoo.com](mailto:cgroff47@yahoo.com)

## **Objective**

A library is an essential part of a community's life. I have worked with children and adults in my professional career and volunteer activities. Serving on the library board would be both a privilege and a challenge as we provide services to our patrons.

## **Education**

B.S. in Secondary Education - LSU  
M.Ed. in Elementary Education – USM

## **Experience**

- Taught Junior High Social Studies and English, Shreveport, LA
- Taught Preschool at First Methodist, Pascagoula, MS
- Taught Kindergarten at West Elementary, Moss Point, MS
- Taught Second grade at Resurrection Church Elementary School, Pascagoula, MS
- Helped rebuild library at Resurrection Church Elementary School after Katrina
- Taught library classes, Preschool through Sixth grade
- Retired from Resurrection Church Elementary School in 2015

## **Community Service**

- Sunday School Superintendent at Christ Lutheran Church; taught classes; organized Vacation Bible school, educational programs and conducted staff meetings
- Past President of Eastlawn PTO
- Past Vice President of PJHS PTO
- Board member – Eddie DiSanti Group Home for Adults with Disabilities
- Board member – Excel by Five Coalition Early Childhood Committee





## AGENDA ITEM REQUEST FORM

Agenda Number: 23

Meeting Date: March 1, 2016

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

**Agenda Topic:** Recreation Commission Appointment

*Attach additional information as necessary*

**Action Requested:**

Accept verbal resignation of David Bates effective February 3, 2016 and appoint new member of the Recreation Commission.

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

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

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





Agenda Number: 24

### AGENDA ITEM REQUEST FORM

Meeting Date: March 1, 2016

Submitting Department or Individual: Donovan Scruggs, City Planner

Contact Name: Donovan Scruggs

Phone: 228.938.6620

Contract with Orion Planning + Design for update to the Comprehensive Plan.

**Agenda Topic:** \_\_\_\_\_

*Attach additional information as necessary*

**Action Requested:**

Approve contract with Orion Planning + Design and authorize City Manager to execute related documents.

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**



4015 14<sup>th</sup> Street  
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: February 23, 2016

**RE: Comprehensive Plan Update**

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

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

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

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

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

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

**1. PURPOSE**

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

**2. PARTIES**

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

**3. SERVICES**

Consultant shall provide the following services to Client:

See attached scope of services.

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

**4. STANDARDS OF PROFESSIONAL PRACTICE**

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

**5. COMPENSATION**

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

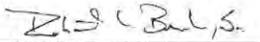
**6. TIME FOR PERFORMANCE**

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

**7. COMPLETE AGREEMENT/AMENDMENTS**

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

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

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

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

## **PROJECT SCOPE OF SERVICES**

Pascagoula Comprehensive Plan Update

2.23.16

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

Task 1.0: Project Kick-Off & Discovery Research

Task 2.0: Community Visioning

Task 3.0: Concept Plan Development

Task 4.0: Draft Plan Preparation

Task 5.0: Plan Presentations & Revisions

---

### **Task 1.0: Project Kick-Off & Discovery Research**

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

#### **Task 1.1: Review of Background Information**

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

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

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

#### **Task 1.3: Existing Community Development Conditions Analysis**

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

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

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

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

#### **Task 1.4: Economic & Market Assessment**

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

##### Market Definition.

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

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

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

### Retail Market Analysis

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

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

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

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

### Demographic Analysis

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

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

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

### Residential Market

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

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

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

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

### Office Market

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

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

### Employment

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

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

### Healthcare Industry Assessment

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

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

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

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

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

### **Task 1.5: Initial Public Meeting**

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

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

Deliverables:

- GIS Existing Conditions Maps
  - Economic & Market Assessment
  - PowerPoint Presentation (Task1.5 meeting)
- 

### **Task 2.0: Community Visioning**

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

#### **Task 2.1: Key Person Interviews**

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

#### **Task 2.2: Stakeholder Focus Group Meetings**

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

- Residents

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

**Task 2.3: Build-Out Scenario**

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

**Task 2.4: Planning Principles**

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

Deliverables:

- Build-Out Scenario
- Planning Principles

**Task 3.0: Concept Plan Development**

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

**Concept Plan Development Alternative 1 – Traditional Charrette**

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

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

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

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

### **Task 3.2: Public Workshop (Day 1 - evening)**

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

#### Workshop Orientation

The Project Team will present:

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

#### Planning Session

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

#### Workshop Team Presentations & Wrap-Up

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

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

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

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

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

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

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

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

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

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

Deliverables:

- Concept Plan graphics
- PowerPoint Presentation (Task 3.4)

#### **Concept Plan Development Alternative 2 – Series of Focus Area Meetings**

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

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

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

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

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

The Project Team will present:

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

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

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

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

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### **Task 4.0: Draft Plan Preparation**

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

#### **Task 4.1: Discovery Section**

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

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

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

#### **Task 4.2: Plan Direction Section**

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

#### **Task 4.3: Plan Section**

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

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

##### Task 4.3.1 Natural & Cultural Resources Conservation

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

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

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

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

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

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

#### Task 4.3.3 Transportation & Mobility

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

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

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

#### Task 4.3.4: Public Space & Recreation

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

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

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

#### Task 4.3.5 Housing

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

#### Task 4.3.6: Economics

This plan section will address the following:

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

#### Task 4.3.7 Utilities & Storm Water Infrastructure

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

#### Task 4.3.8 Plan Implementation

The following key implementation issues will be addressed:

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

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

Deliverable:

- PDF of Draft Comprehensive Plan
- 

#### **Task 5.0: Plan Presentations & Revisions**

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

Deliverables:

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

#### **CITY'S ROLE IN THE PROJECT**

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

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

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

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

**PROJECTED SCHEDULE**

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

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

**PROPOSED BUDGET**

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

**OPTIONAL ADDENDUM 1**

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

**PROPOSED TEAM**

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



### AGENDA ITEM REQUEST FORM

Meeting Date: 3/1/16

Submitting Department or Individual: Police Department

Contact Name: Chief Johnson Phone: 938-6688

Additional Lieutenant's position for the police department.

**Agenda Topic:** \_\_\_\_\_

*Attach additional information as necessary*

**Action Requested:**

Approve the addition of one new Lieutenant's position to oversee the Professional Standards Division. This will eliminate one Sergeant's position with no increase in personnel.

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**



# Pascagoula Police Department

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

*Professional Standards, Chief of Police*

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

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

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

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

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

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

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



*"To protect and serve"*



# Pascagoula Police Department

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

*Kenny Johnson, Chief of Police*

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

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

Respectfully,

Kenny Johnson  
Chief of Police



*"To protect and serve"*





### AGENDA ITEM REQUEST FORM

Meeting Date: March 01,2016

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic:** Claims Docket for March 01,2016

*Attach additional information as necessary*

**Action Requested:**

Approve Order for Docket of Claims

Budgeted Item                      Yes       No

Contract Required                      Yes       No

Mayor or Manager's Signature Required      Yes       No

Source of Funding       General Fund

Utility Fund

Grant

Other

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

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

**ORDER**

**WHEREAS**, the attached docket of claims for the period of, February 12, 2016 through February 26, 2016, has been presented to the City Council for allowance and approval.

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

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

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>ACTION PRINTING CENTER INC</b>					
90716	BUSINESS CARDS/B SIMKINS	01000170 - 550000		16001458	\$30.00
90719	BUSINESS CARDS/SMMET	04215075 - 568100		16001077	\$72.00
<b>VENDOR TOTAL:</b>					<b>\$102.00</b>
<b>ADI</b>					
90712	CARD READERS/SMMET DOORS	04215075 - 568100		16001217	\$945.00
90713	CARD READERS/SMMET DOORS	04215075 - 568100		16001217	\$1,200.00
90714	CARD READERS/SMMET DOORS	04215075 - 568100		16001217	\$640.00
90833	VIDEO/AUDIO EQUIPMENT/SMMET	04215075 - 568100		16001218	\$193.99
90834	VIDEO/AUDIO EQUIPMENT/SMMET	04215075 - 568100		16001218	\$724.14
<b>VENDOR TOTAL:</b>					<b>\$3,703.13</b>
<b>AIRGAS USA LLC</b>					
90707	CYLINDER RENTALS/ST DEPT	01020170 - 552530		16001566	\$28.47
90708	CYLINDER RENTALS/PROP MAINT	01024070 - 552530		16001566	\$34.66
90709	CYLINDER RENTALS/PROP MAINT	01024070 - 552530		16001566	\$34.66
90710	CYLINDER RENTALS/PROP MAINT	01024070 - 552530		16001566	\$16.09
90711	CYLINDER RENTALS/PROP MAINT	01024070 - 552530		16001566	\$16.09
90822	WELDING CABLE/LEAD	01024075 - 562610		16001402	\$176.61
90701	CYLINDER RENTALS/GAS DEPT	40067475 - 563050		16001566	\$22.61
90702	CYLINDER RENTALS/GAS DEPT	40067475 - 563050		16001566	\$22.61
90703	CYLINDER RENTALS/GAS DEPT	40067470 - 552530		16001566	\$183.12
90703		40067475 - 563050		16001566	\$46.26
90704	CYLINDER RENTALS/GAS	40067470 - 552530		16001566	\$229.38
90705	CYLINDER RENTALS/WATER DEPT	40067470 - 552530		16001566	\$22.28
90706	CYLINDER RENTALS/WATER DEPT	40067470 - 552530		16001566	\$22.28
<b>VENDOR TOTAL:</b>					<b>\$855.12</b>
<b>AMAZON COM</b>					
90717	TRASH GRABBERS	01024175 - 562300		16001147	\$235.68
<b>VENDOR TOTAL:</b>					<b>\$235.68</b>
<b>ARTSWORK FLORIDA</b>					
90924	COLORED TUBES/BULBS FOR LIGHTH	01040475 - 567100		16001265	\$300.00
<b>VENDOR TOTAL:</b>					<b>\$300.00</b>
<b>AUTO TRIM DESIGN</b>					
90718	WINDOW TINT/SMMET VEHICLE	04215075 - 568100		16001338	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<b>BARNEYS POLICE SUPPLIES</b>					
90724	VEST/CARRIER/M AUSTIN	04014880 - 578700	21601	16001277	\$623.20
90727	VEST/CARRIER/R DAVIS	04014880 - 578700	21601	16001358	\$623.20

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$1,246.40</b>
<b>BELL AUTO PARTS</b>					
90725	PARTS/STOCK/UNIT-5	01016570 - 552020		16001530	\$159.30
90725		01016570 - 553000		16001530	\$179.95
90726	PARTS/GATOR TAIL/ENGINE	01016570 - 552020		16001387	\$435.95
90720	BELTS/LIVE OAK LIFT STATION	40067370 - 552850		16001523	\$258.75
<b>VENDOR TOTAL:</b>					<b>\$1,033.95</b>
<b>RODERICK BUFORD</b>					
90722	REFEREE PAY	01030175 - 568950		16001584	\$72.00
<b>VENDOR TOTAL:</b>					<b>\$72.00</b>
<b>DEBORAH BURTS</b>					
90723	REFEREE PAY	01030175 - 568950		16001591	\$580.00
<b>VENDOR TOTAL:</b>					<b>\$580.00</b>
<b>C &amp; M ELECTRIC MOTOR SERVICE INC</b>					
90787	HP PUMP MOTOR/COMMUNY PLANT	40067275 - 562880		16001362	\$5,575.00
<b>VENDOR TOTAL:</b>					<b>\$5,575.00</b>
<b>CABLE ONE INC</b>					
90737	2/8-3/7/16 DIGITAL RECEIVER FE	01010575 - 563050		16001560	\$5.28
90739	2/8-3/7/16 INTERNET SVC/FIRING	01009975 - 556040		16001538	\$184.76
90740	2/8-3/7/16 INTERNET SVC/LAKE A	01009975 - 556040		16001539	\$116.39
90741	2/8-3/7/16 INTERNET SVC/SR CTR	01009975 - 556040		16001540	\$212.42
90742	2/8-3/7/16 INTERNET SVC/SR CTR	01009975 - 556040		16001540	\$-2.00
90743	2/8-3/7/16 INTERNET SVC/CITY H	01009975 - 556040		16001541	\$150.62
90744	2/8-3/7/16 INTERNETSVC/BAYOU C	01009975 - 556040		16001546	\$108.39
90745	2/7-3/8/16 INTERNET SVC/NATURE	01009975 - 556040		16001542	\$108.39
<b>VENDOR TOTAL:</b>					<b>\$884.25</b>
<b>CAPITOL RESOURCES LLC</b>					
90779	1/20-2/19/16 PUBLIC AFFAIRS	40065575 - 555900		16001515	\$2,500.00
<b>VENDOR TOTAL:</b>					<b>\$2,500.00</b>
<b>CDW-GOVERNMENT INC</b>					
90738	PRINTER/CARTRIDGE	01010570 - 550000		16001448	\$113.98
<b>VENDOR TOTAL:</b>					<b>\$113.98</b>
<b>CENTRAL PIPE SUPPLY INC</b>					
90728	DRAIN BASINS/STOCK	01020175 - 562400		16001349	\$2,437.35
90736	BRONZE BADGER METER / STOCK	40067270 - 552800		16001528	\$6,660.00
90781	FORD ADAPTERS/STOCK	40067270 - 552820		16001206	\$3,046.26

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90782	FORD ADAPTERS/STOCK	40067270 - 552820		16001206	\$571.80
90783	FORD ADAPTERS/STOCK	40067270 - 552820		16001206	\$346.14
90784	FORD ADAPTERS/STOCK	40067270 - 552820		16001206	\$634.59
90788	TAPPING SLEEVE/12TH/INGALLS	40067270 - 552820		16001391	\$382.05
<b>VENDOR TOTAL:</b>					<b>\$14,078.19</b>
<hr/>					
<b>SHAWN RENEE CHAPPELL</b>					
90780	YOGA INSTRUCTOR	01030075 - 568950		16001494	\$60.00
<b>VENDOR TOTAL:</b>					<b>\$60.00</b>
<hr/>					
<b>CITY ELECTRIC SUPPLY CO</b>					
90791	TRAFFIC SIGNAL SUPPLIES/STOCK	01024070 - 552450		16001346	\$50.93
90792	TRAFFIC SIGNAL SUPPLIES/STOCK	01024070 - 552450		16001346	\$358.64
<b>VENDOR TOTAL:</b>					<b>\$409.57</b>
<hr/>					
<b>COMPTON ENGINEERING PA</b>					
90729	ANNUAL MAINT /MISC UTILITY REP	01020075 - 555700		16001285	\$3,000.00
90730	1020 EASTWOOD DRAINAGE PROJECT	01020180 - 578000	91601	16000211	\$5,883.75
90731	HYLAND DRAINAGE IMPROVEMENTS	01020175 - 562400		15004252	\$5,100.20
90732	BRIDGE SURVEY/ 14TH ST	01020175 - 562425		15003387	\$597.50
90733	AMONETT ST DRAINAGE IMPROVEME	01020175 - 562400		15004251	\$2,365.00
90808	CONCEPTUAL/RIVERFRONT BOAT DOC	01040475 - 555900		16000269	\$2,205.00
90813	ADA EVALUATION AND TRANSITION	01040275 - 568440	15006	16001283	\$4,731.00
90810	BB JENNINGS PARK IMPROVEMENTS	10041075 - 568440	71501	16001284	\$1,575.00
90811	SAFE ROUTES TO SCHOOL/BEACH SC	10041075 - 568440	71406	16000188	\$2,847.89
90812	SAFE ROUTES TO SCHOOL PROF SVC	10041075 - 568440	71406	15001108	\$4,370.50
90807	POINT PARK BOAT LAUNCH/PIERS	18043075 - 568440	21501	15002426	\$800.00
90734	COP BOND FUND SEWER EVALUATION	40067380 - 578400	91507	15001939	\$16,725.00
90735	TELEPHONE RD WELL IMPROVEMENT	40067275 - 555900		16001568	\$1,251.00
<b>VENDOR TOTAL:</b>					<b>\$51,451.84</b>
<hr/>					
<b>CONSOLIDATED PIPE &amp; SUPPLY CO INC</b>					
90785	TAPPING SLEEVE/STOCK	40067270 - 552820		16001354	\$555.00
90786	COUPLINGS/STOCK	40067270 - 552820		16001473	\$1,470.00
<b>VENDOR TOTAL:</b>					<b>\$2,025.00</b>
<hr/>					
<b>THOMAS CULPEPPER</b>					
90778	EMT CARD REIMBURSEMENT	01016170 - 550120		16001499	\$15.00
<b>VENDOR TOTAL:</b>					<b>\$15.00</b>
<hr/>					
<b>DADE PAPER CO</b>					
90797	JANITORIAL SUPPLIES	01030170 - 551420		16001478	\$232.90
90799	RETURN JANITORIAL SUPPLIES	01030070 - 551420		16001478	\$-37.64
90801	RETURN JANITORIAL SUPPLIES	01030170 - 551420		16001478	\$-144.84
90814	JANITORIAL SUPPLIES	01016770 - 551420		16001544	\$81.36

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$131.78</b>
<hr/>					
<b>DECCO INC</b>					
90746	REPLACE OZONE AIR COMPRESSOR	40067275 - 562880		16001209	\$14,660.00
<b>VENDOR TOTAL:</b>					<b>\$14,660.00</b>
<hr/>					
<b>DELTA WORLD TIRE</b>					
90749	REAR TIRES/G-32	40067470 - 552100		16001503	\$346.56
<b>VENDOR TOTAL:</b>					<b>\$346.56</b>
<hr/>					
<b>DEPARTMENT OF FINANCE &amp; ADMIN</b>					
90793	01/16 COURT ASSESSMENTS	01000000 - 220300		16001607	\$31,971.23
90793		01000000 - 220303		16001607	\$183.25
<b>VENDOR TOTAL:</b>					<b>\$32,154.48</b>
<hr/>					
<b>DPS CRIME LAB</b>					
90747	2/16 CRIME LAB FEES	01011075 - 568110		16001555	\$400.00
90929	01/16 PUB SAFETY COURT ASSMT	01000000 - 220302		16001634	\$1,891.50
90930	01/16 COURT INTERLOCK FEE	01000000 - 220302		16001634	\$1,484.02
90748	2/16 CRIME LAB FEES/SMMET	04215075 - 568100		16001556	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$3,875.52</b>
<hr/>					
<b>ESTABROOK MOTOR CO INC</b>					
90830	DIAGNOSE ABS LIGHT/FD-1	01016570 - 552020		16001500	\$143.88
90751	FRONT END REPAIRS/W-15	40067275 - 562600		16001471	\$1,229.14
90753	STEP ASSEMBLY/G-16	40067475 - 562600		16001392	\$349.54
<b>VENDOR TOTAL:</b>					<b>\$1,722.56</b>
<hr/>					
<b>FEDERAL EXPRESS CORP</b>					
90754	SHIPPING/J C GROHAM	40065070 - 551900		16001559	\$17.39
<b>VENDOR TOTAL:</b>					<b>\$17.39</b>
<hr/>					
<b>FORD MOTOR CREDIT CO.-MUNICIPAL</b>					
90757	FY16 LEASE PYMT 2013 FORD 150	01011085 - 580836		16000318	\$633.94
<b>VENDOR TOTAL:</b>					<b>\$633.94</b>
<hr/>					
<b>FRED'S JANITORIAL, INC</b>					
90756	JANITORIAL SUPPLIES	01030170 - 551420		16001489	\$117.00
<b>VENDOR TOTAL:</b>					<b>\$117.00</b>
<hr/>					
<b>FUELMAN OF MS</b>					
90755	2/8-14/16 FUEL USAGE	01010070 - 551300		16001549	\$1,628.72
90755		01016070 - 551300		16001549	\$71.21
90755		01016170 - 551300		16001549	\$172.75

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90755	2/8-14/16 FUEL USAGE	01018070 - 551300		16001549	\$52.33
90755		01020170 - 551300		16001549	\$411.58
90755		01024070 - 551300		16001549	\$154.75
90755		01024170 - 551300		16001549	\$38.87
90755		01025070 - 551300		16001549	\$27.48
90755		01030170 - 551300		16001549	\$144.07
90927	2/15-21/16 FUEL USAGE	01004070 - 551300		16001645	\$12.17
90927		01010070 - 551300		16001645	\$1,664.58
90927		01016070 - 551300		16001645	\$102.94
90927		01016170 - 551300		16001645	\$170.46
90927		01018070 - 551300		16001645	\$31.89
90927		01020170 - 551300		16001645	\$403.94
90927		01024070 - 551300		16001645	\$38.47
90927		01024170 - 551300		16001645	\$99.67
90927		01025070 - 551300		16001645	\$28.03
90927		01030170 - 551300		16001645	\$201.26
90755	2/8-14/16 FUEL USAGE	40065070 - 551300		16001549	\$22.87
90755		40067170 - 551300		16001549	\$35.62
90755		40067270 - 551300		16001549	\$221.88
90755		40067370 - 551300		16001549	\$160.20
90755		40067470 - 551300		16001549	\$197.15
90927	2/15-21/16 FUEL USAGE	40067170 - 551300		16001645	\$37.17
90927		40067270 - 551300		16001645	\$197.65
90927		40067370 - 551300		16001645	\$94.34
90927		40067470 - 551300		16001645	\$105.84
<b>VENDOR TOTAL:</b>					<b>\$6,527.89</b>

**GOODGAMES' INC**

90758	LIGHTHOUSE SIGN	01035570 - 551900		16000712	\$15.00
90759	BICYCLE RIDE BANNERS	01030175 - 567100		16000733	\$260.00
90763	TRAIN EVENT BANNERS	01030175 - 567100		16001533	\$736.00
<b>VENDOR TOTAL:</b>					<b>\$1,011.00</b>

**GRAHAM CONSTRUCTION COMPANY INC**

90761	LINE STOPS/WATER DEPT	40067280 - 578300		16001207	\$14,000.00
<b>VENDOR TOTAL:</b>					<b>\$14,000.00</b>

**PATRICE P GREEN**

90764	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001535	\$476.25
<b>VENDOR TOTAL:</b>					<b>\$476.25</b>

**GT DEVELOPMENT & CONTRACTIN**

90816	CHEROKEE FOREST INFRASTRUCTURE	01020180 - 578000	91502	15003115	\$5,173.75
90816	CHEROKEE FOREST INFRASTRUCTURE	40067280 - 578300	91502	15003115	\$70,128.63
90816		40067380 - 578400	91502	15003115	\$35,077.60

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$110,379.98</b>
<b>GULF COAST FENCE COMPANY</b>					
90817	REPAIR WEST GATE PULLEY/CHAIN	01015570 - 552200		16001516	\$402.30
<b>VENDOR TOTAL:</b>					<b>\$402.30</b>
<b>GULF SALES &amp; SUPPLY INC</b>					
90762	SLEDGE HAMMER	01016170 - 553000		16001517	\$248.00
90829	REGULATOR/ AIR COMPRESSOR	01024070 - 552020		16001469	\$145.92
90765	MARKING TOOLS / ENGINEERING	40065070 - 551900		16001511	\$121.58
90766	PLIER/PAINT/ STOCK	40067470 - 551900		16001506	\$594.14
90767	RATCHET/SOCKETS/W-14/18/24	40067270 - 553000		16001470	\$153.74
<b>VENDOR TOTAL:</b>					<b>\$1,263.38</b>
<b>GULF STATES CREDIT &amp; FINANCE, LLC</b>					
90760	1/16 COURT FINE PAYMENT	01000030 - 432800		16001579	\$54.71
<b>VENDOR TOTAL:</b>					<b>\$54.71</b>
<b>HAYGOODS INDUSTRIAL ENGRAVERS</b>					
90768	BASKETBALL UNIFORMS	01030170 - 553100		16001384	\$5,702.00
90769	ANGEL BANNERS	01030175 - 567100		16000587	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$5,852.00</b>
<b>HENZE ENTERPRISES</b>					
90770	AL RED CLAY	01030170 - 552600		16001462	\$810.00
<b>VENDOR TOTAL:</b>					<b>\$810.00</b>
<b>HINTON PAINT</b>					
90771	PAINT/STAIN/TRAIN DEPOT	01024070 - 552200		16001486	\$690.00
<b>VENDOR TOTAL:</b>					<b>\$690.00</b>
<b>J C AREA CHAMBER OF COMMERCE</b>					
90818	EMERGE SPONSORSHIP	01040475 - 567100	40013	16001532	\$1,500.00
<b>VENDOR TOTAL:</b>					<b>\$1,500.00</b>
<b>CHARLES JAMES JR</b>					
90772	REFEREE PAY	01030175 - 568950		16001583	\$360.00
<b>VENDOR TOTAL:</b>					<b>\$360.00</b>
<b>K &amp; K SYSTEMS INC</b>					
90827	LED BULBS/ARROWBOARD	40067275 - 562610		16001525	\$88.56
<b>VENDOR TOTAL:</b>					<b>\$88.56</b>
<b>KEEP AMERICA BEAUTIFUL INC</b>					

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90773	YEARLY DUES	01035570 - 551000		16001553	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$150.00</b>
<b>KID MASTER EXPRESS</b>					
90774	DR. SEUSS ENTERTAINMENT	01030170 - 551900		16001490	\$300.00
<b>VENDOR TOTAL:</b>					<b>\$300.00</b>
<b>KING'S INC</b>					
90820	PARTS/LADDER 1	01016570 - 552020		16001476	\$315.32
<b>VENDOR TOTAL:</b>					<b>\$315.32</b>
<b>KL TREE SERVICE AND STUMP GRINDING, LLC</b>					
90826	TREE TRIMMING	01024175 - 562310		16001160	\$1,000.00
<b>VENDOR TOTAL:</b>					<b>\$1,000.00</b>
<b>LEWIS PRINTING</b>					
90775	ENVELOPES/FORMS	01001070 - 550110		16001454	\$590.22
90776	WARNING CITATION TICKETS	01001070 - 550110		16001502	\$444.58
<b>VENDOR TOTAL:</b>					<b>\$1,034.80</b>
<b>LOCKARD &amp; WILLIAMS INSUR SERV PA</b>					
90777	3/16 ADMIN FEES	50050075 - 568011			\$50,154.48
90879	2/9-23/16 CLAIMS RUN	50050075 - 568010			\$108,349.72
<b>VENDOR TOTAL:</b>					<b>\$158,504.20</b>
<b>LOWES HOME CENTERS INC</b>					
90824	BUILDING SUPPLIES	01030175 - 567000		16001415	\$94.98
<b>VENDOR TOTAL:</b>					<b>\$94.98</b>
<b>M J TOMPKINS CONSTRUCTION INC</b>					
90821	INSTALL WALL/POLICE DEPT	04014880 - 578700		16001466	\$3,196.00
<b>VENDOR TOTAL:</b>					<b>\$3,196.00</b>
<b>MAGNOLIA STUDIO LLC</b>					
90794	ADV/PLAY THE COAST MAGAZINE	01002075 - 558500		16001316	\$950.00
<b>VENDOR TOTAL:</b>					<b>\$950.00</b>
<b>MARIECO INC</b>					
90796	ODORIZER PUMP/GAS DEPT	40067470 - 552840		16000700	\$1,799.65
90798	ODORIZER PUMP/GAS DEPT	40067470 - 552840		16000700	\$1,151.47
<b>VENDOR TOTAL:</b>					<b>\$2,951.12</b>
<b>MATTHEW BENDER &amp; COMPANY INC</b>					
90931	FULL SET/MS CODE	01009975 - 559000		16001639	\$760.96

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$760.96</b>
<b>MCCAIN UNIFORMS</b>					
90800	UNIFORMS/POLICE DEPT	01010070 - 551500		16001603	\$462.00
90802	UNIFORMS/POLICE DEPT	01010070 - 551500		16001603	\$231.50
90804	UNIFORMS/POLICE DEPT	01010070 - 551500		16001603	\$211.90
90805	UNIFORMS/POLICE DEPT	01010070 - 551500		16001603	\$35.00
90806	UNIFORMS/POLICE DEPT	01010070 - 551500		16001571	\$962.80
<b>VENDOR TOTAL:</b>					<b>\$1,903.20</b>
<b>MCCARTER &amp; ENGLISH, LLP</b>					
90809	01/16 GAS SYSTEM	40067475 - 555900		16001614	\$119.96
90815	NEW CONT ROFR/GAS SYSTEM	40067475 - 555900		16001613	\$590.83
<b>VENDOR TOTAL:</b>					<b>\$710.79</b>
<b>RODRICK MEANS</b>					
90819	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001588	\$144.00
<b>VENDOR TOTAL:</b>					<b>\$144.00</b>
<b>MISSISSIPPI JR MISS PROGRAM INC</b>					
90699	AD RES OF CITY/SCHOLARSHIP	01000175 - 567000		16001576	\$500.00
<b>VENDOR TOTAL:</b>					<b>\$500.00</b>
<b>ROBERT G MOHLER</b>					
90823	REIMB/EMT CERT CARD	01016170 - 550120		16001522	\$15.00
<b>VENDOR TOTAL:</b>					<b>\$15.00</b>
<b>MS GULF COAST COMMUNITY COLLEGE</b>					
90825	ACADEMY TUITION/POLICE DEPT	01013075 - 557100		16001509	\$3,600.00
90828	REFRESHER COURSE/POLICE DEPT	01013075 - 557100		16001509	\$900.00
90831	REFRESHER COURSE/POLICE DEPT	01013075 - 557100		16001509	\$900.00
<b>VENDOR TOTAL:</b>					<b>\$5,400.00</b>
<b>MS MUNICIPAL LEAGUE</b>					
90835	9TH ANNUAL MML YOUTH SUMMIT	01000175 - 568440	15002	16001336	\$200.00
<b>VENDOR TOTAL:</b>					<b>\$200.00</b>
<b>MS POWER COMPANY</b>					
90836	02/16 LIBRARY/PRKG LOT	01009975 - 561000		16001606	\$670.00
90837	POLE ATTACHMENTS/MIS	01009975 - 561000		16001610	\$926.50
90838	02/16 GENERAL FUND POWER BILLS	01009975 - 561000		16001599	\$38,937.76
90839	02/16 ANCHOR SQUARE POWER BILL	01009975 - 561000	80000	16001599	\$56.26
90841	02/16 RECREATION POWER BILLS	01030175 - 561000		16001600	\$7,328.22
90840	02/16 SMMET POWER BILLS	04215075 - 568100		16001599	\$600.95

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90842	02/16 WATER/SEWER/GAS POWER BI	40065575 - 561000		16001601	\$27,117.03
<b>VENDOR TOTAL:</b>					<b>\$75,636.72</b>
<b>MS STATE FIRE ACADEMY</b>					
90932	CONFINED SPACE TRAIN/CULPEPPER	01016075 - 557900		16001592	\$68.00
<b>VENDOR TOTAL:</b>					<b>\$68.00</b>
<b>EVAN NYERS</b>					
90843	PER DIEM/ROPE RESCUE	01016075 - 557900		16001497	\$164.00
<b>VENDOR TOTAL:</b>					<b>\$164.00</b>
<b>OCCUPATIONAL HEALTH CENTER, INC.</b>					
90844	SHOTS/FIRE DEPT:LYONS	01016170 - 550120		16001498	\$70.00
<b>VENDOR TOTAL:</b>					<b>\$70.00</b>
<b>OFFICE DEPOT INC</b>					
90845	OFFICE SUPPLIES/CODE ENF	01018070 - 550000		16001421	\$242.34
<b>VENDOR TOTAL:</b>					<b>\$242.34</b>
<b>OL' MAGNOLIA PEST CONTROL</b>					
90847	02/16 PEST CONTROL	01009075 - 562110		16001611	\$210.00
<b>VENDOR TOTAL:</b>					<b>\$210.00</b>
<b>O'REILLY AUTO PARTS</b>					
90849	TAP SET/MECHANIC SHOP	01024070 - 553000		16001524	\$41.99
90850	BATTERY/UNIT B-1	01024175 - 562600		16001536	\$101.27
<b>VENDOR TOTAL:</b>					<b>\$143.26</b>
<b>ORIENTAL TRADING COMPANY</b>					
90848	MARDI GRAS SUPPLIES/ARTS ON AV	01040470 - 551905		16001093	\$50.46
<b>VENDOR TOTAL:</b>					<b>\$50.46</b>
<b>PASCAGOULA SERVICE CENTER</b>					
90933	PRESSURE WASHER REPAIR/REC	01030175 - 562610		16001616	\$162.00
<b>VENDOR TOTAL:</b>					<b>\$162.00</b>
<b>PASCAGOULA TIRE AND SERVICE INC</b>					
90852	AUTO MAINT/UNIT-12144	01010070 - 552100		16001574	\$33.54
90853	AUTO MAINT/UNIT-12144	01010070 - 552100		16001574	\$447.82
90853		01010075 - 562600		16001574	\$33.54
90854	AUTO MAINT/UNIT-14700	01010075 - 562600		16001574	\$38.54
90855	AUTO MAINT/UNIT-14575	01010075 - 562600		16001574	\$16.51
90856	AUTO MAINT/UNIT-14246	01010075 - 562600		16001574	\$36.04
90851	AUTO MAINT/UNIT W-23	40067275 - 562600		16001405	\$517.51

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$1,123.50</b>
<b>POWELL CONSTRUCTION SERVICE INC</b>					
90857	TRAFFIC SIGNAL REP/VET BLVD	01024070 - 552450		16001348	\$420.00
90858	TRAFFIC SIGNAL REP/TELEPHONE R	01024070 - 552450		16001368	\$186.00
<b>VENDOR TOTAL:</b>					<b>\$606.00</b>
<b>PPM CONSULTANTS INC</b>					
90700	PAYMENT IN FULL/FINAL INVOICE	10041075 - 568440	21403	16001608	\$42,963.83
<b>VENDOR TOTAL:</b>					<b>\$42,963.83</b>
<b>PTS SOLUTIONS INC</b>					
90935	10/15-12/15 SOFTWARE MAINT/POL	01010075 - 562010		16001643	\$5,199.24
90936	10/15-12/15 SOFTWARE MAINT/COU	01008075 - 562010		16000390	\$1,920.00
<b>VENDOR TOTAL:</b>					<b>\$7,119.24</b>
<b>RAM TOOLS &amp; SUPPLY COMPANY</b>					
90859	CONCRETE HAMMER/STREET DEPT	01020170 - 553000		16001527	\$778.08
<b>VENDOR TOTAL:</b>					<b>\$778.08</b>
<b>SAM'S CLUB</b>					
90860	GROC/SR CENTER	01030075 - 567000		16001461	\$444.00
<b>VENDOR TOTAL:</b>					<b>\$444.00</b>
<b>SANSOM EQUIPMENT CO INC</b>					
90861	REPAIR & PARTS/S-10 VAC TRUCK	40067375 - 562610		16001508	\$6,347.41
90862	REPAIR & PARTS/S-10 VAC TRUCK	40067370 - 551900		16001526	\$1,774.00
<b>VENDOR TOTAL:</b>					<b>\$8,121.41</b>
<b>DALE SCHNEIDMILLER</b>					
90863	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001589	\$48.00
<b>VENDOR TOTAL:</b>					<b>\$48.00</b>
<b>SERVPRO</b>					
90944	CARPET CLEANING/TRAIN DEPOT	01030175 - 562900		16001513	\$400.00
<b>VENDOR TOTAL:</b>					<b>\$400.00</b>
<b>SHERWIN WILLIAMS COMPANY</b>					
90864	PAINT/POLICE DEPT	01015570 - 552200		16001252	\$174.12
90865	PAINT/POLICE DEPT	01015570 - 552200		16001252	\$122.92
90866	PAINT/POLICE DEPT	01015570 - 552200		16001252	\$165.64
<b>VENDOR TOTAL:</b>					<b>\$462.68</b>
<b>SHRED IT</b>					

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90867	DOCUMENT SHREDDING/POLICE	01015575 - 562900		16001604	\$53.54
90937	DOCUMENT SHREDDING/CITY HALL	01009075 - 562900		16001636	\$56.98
90938	DOCUMENT SHREDDING/CITY HALL	01009075 - 562900		16001636	\$57.25
90939	DOCUMENT SHREDDING/CITY HALL	01009075 - 562900		16001636	\$53.50
<b>VENDOR TOTAL:</b>					<b>\$221.27</b>
<hr/>					
<b>LARRY W SIMS</b>					
90868	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001585	\$265.00
<b>VENDOR TOTAL:</b>					<b>\$265.00</b>
<hr/>					
<b>FLOYD R SMITH</b>					
90869	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001586	\$288.00
<b>VENDOR TOTAL:</b>					<b>\$288.00</b>
<hr/>					
<b>SOUTHERN FINANCIAL SYSTEMS INC</b>					
90871	01/16-01/31 COURT FINE COLLECT	01000030 - 432800		16001577	\$192.64
90870	01/01-02/02 UTILITY COLLECTION	40000050 - 434400		16001512	\$23.00
<b>VENDOR TOTAL:</b>					<b>\$215.64</b>
<hr/>					
<b>SOUTHERN PIPE &amp; SUPPLY CO INC</b>					
90873	PLUMBING SUPPLIES/SR CENTER	01030075 - 562900		16001325	\$245.00
90872	PLUMBING SUPPLIES/WATER DEPT	40067275 - 562880		16001467	\$95.75
<b>VENDOR TOTAL:</b>					<b>\$340.75</b>
<hr/>					
<b>SPORTS CONDUCTOR, LLC</b>					
90874	ON LINE REGIS FEES/REC	01030175 - 568950		16001463	\$31.25
<b>VENDOR TOTAL:</b>					<b>\$31.25</b>
<hr/>					
<b>STAR SERVICE INC</b>					
90875	REFRIGERANT/WATER PLANT	40067275 - 562880		16001304	\$324.00
90876	DUCT WORK/WATER PLANT	40067275 - 562880		16000739	\$160.00
<b>VENDOR TOTAL:</b>					<b>\$484.00</b>
<hr/>					
<b>STEWART SNEED HEWES INC</b>					
90877	PUB OFFICIALS BOND/PITRE	01009975 - 560200		16001428	\$150.00
90878	PUB OFFICIALS BOND/HEDMAN	01009975 - 560200		16001428	\$150.00
90940	PUB OFFICIALS BOND/GROEN	01009975 - 560200		16001633	\$175.00
90941	PUB OFFICIALS BOND/HUFFMAN	01009975 - 560200		16001633	\$486.00
90942	PUB OFFICIALS BOND/SMITH	01009975 - 560200		16001633	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$1,111.00</b>
<hr/>					
<b>STITCHES BY LEE</b>					
90943	UNIFORM LOGO/POLICE DEPT	01010070 - 551500		16001214	\$40.00

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<b>VENDOR TOTAL:</b>					<b>\$40.00</b>
<hr/>					
<b>SUN COAST/CLAYS BUSINESS SUPPLY</b>					
90880	COPY PAPER/PUB WORKS	40065070 - 550020		16001396	\$141.25
<b>VENDOR TOTAL:</b>					<b>\$141.25</b>
<hr/>					
<b>THE SUN HERALD-GULF PUBLISHING CO</b>					
90881	NOTICE:RFP/PRA	01009975 - 558000		16001619	\$9.60
90883	NOTICE:RFP/WEBSITE	01009975 - 558000		16001619	\$13.43
90884	NOTICE:RFP/FIREWORKS	01009975 - 558000		16001619	\$10.58
90885	NOTICE:RFP/DRAINAGE	01009975 - 558000		16001619	\$25.70
<b>VENDOR TOTAL:</b>					<b>\$59.31</b>
<hr/>					
<b>TAPPER SECURITY INC</b>					
90886	ALARM REPAIR/FIRING RANGE	01015575 - 562900		16001567	\$80.00
<b>VENDOR TOTAL:</b>					<b>\$80.00</b>
<hr/>					
<b>TEAM ONE COMMUNICATIONS INC</b>					
90888	LIGHT BARS/FIRE DEPT	01016570 - 552020		16001251	\$960.70
90887	RADIO REPAIR/SMMET	04215075 - 568100		16001337	\$42.50
<b>VENDOR TOTAL:</b>					<b>\$1,003.20</b>
<hr/>					
<b>TEKLINKS</b>					
90889	02/16 TEKFILTER	01008075 - 562010		16000395	\$230.00
<b>VENDOR TOTAL:</b>					<b>\$230.00</b>
<hr/>					
<b>TERMINIX</b>					
90891	TERMITE CONTROL/TRAIN DEPOT	01009075 - 562110		16001623	\$303.00
90892	TERMITE CONTROL/TUCKER ST	01030175 - 562900		16001480	\$244.00
<b>VENDOR TOTAL:</b>					<b>\$547.00</b>
<hr/>					
<b>THE FOCUS GROUP, INC.</b>					
90894	STRAT PLAN BROCHURES/ECON DEV	01040275 - 559100		16000487	\$1,988.73
<b>VENDOR TOTAL:</b>					<b>\$1,988.73</b>
<hr/>					
<b>FELICIA THOMAS</b>					
90893	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001587	\$288.00
<b>VENDOR TOTAL:</b>					<b>\$288.00</b>
<hr/>					
<b>TRUCK EQUIPMENT SALES INC</b>					
90895	REPAIRS/UNIT W-17 BUCKET TRUCK	40067275 - 562610		16001014	\$4,053.00
<b>VENDOR TOTAL:</b>					<b>\$4,053.00</b>
<hr/>					
<b>TURF MASTERS</b>					

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<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90896	PLANTS/TRAIN DEPOT	01024170 - 552300		16001573	\$751.00
90925	02/16 WEED/FERT/PEST CTRL	01030175 - 562890		16001621	\$2,806.25
90926	02/16 CONTRACT LINING	01030175 - 562890		16001621	\$1,164.00
90928	01/26-02/21 CONTRACT MOWING	01024175 - 562300		16001621	\$10,696.73
<b>VENDOR TOTAL:</b>					<b>\$15,417.98</b>
<hr/>					
<b>UNITED STATES POSTMASTER</b>					
90890	03/16 POSTAGE/UTILITY BILLS	40065575 - 556500		16000075	\$3,400.00
<b>VENDOR TOTAL:</b>					<b>\$3,400.00</b>
<hr/>					
<b>UTILITY PARTNERS LLC</b>					
90897	02/16 PUBLIC WORKS CONTRACT	01020075 - 568960		16001429	\$17,843.36
90897		01020175 - 568960		16001429	\$71,373.44
90897		01024075 - 568960		16001429	\$44,608.40
90897		01024175 - 568960		16001429	\$23,791.15
90898	02/16 DITCH MAINT	01020175 - 562340		16001430	\$21,300.00
90897	02/16 PUBLIC WORKS CONTRACT	40065075 - 568960		16001429	\$5,947.79
90897		40067275 - 568960		16001429	\$53,530.08
90897		40067375 - 568960		16001429	\$32,712.83
90897		40067475 - 568960		16001429	\$47,582.28
<b>VENDOR TOTAL:</b>					<b>\$318,689.33</b>
<hr/>					
<b>VARIETY OUTLET INC</b>					
90899	SUPPLIES/SR CENTER	01030075 - 567000		16001327	\$107.07
<b>VENDOR TOTAL:</b>					<b>\$107.07</b>
<hr/>					
<b>THE VELLANO CORPORATION</b>					
90900	36 " FIRE HYDRANTS/WATER DEPT	40067270 - 552780		16001407	\$4,720.00
<b>VENDOR TOTAL:</b>					<b>\$4,720.00</b>
<hr/>					
<b>VULCAN MATERIALS CO</b>					
90901	LIMESTONE/PUB WORKS	01020175 - 562400		16001359	\$4,510.20
<b>VENDOR TOTAL:</b>					<b>\$4,510.20</b>
<hr/>					
<b>W A REYNOLDS WHOLESALE CO</b>					
90902	SUPPLIES/REC	01030175 - 567000		16001413	\$32.39
90903	CONCESSIONS/BASKETBALL	01030170 - 551900		16001378	\$415.74
90904	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		16001537	\$405.39
<b>VENDOR TOTAL:</b>					<b>\$853.52</b>
<hr/>					
<b>WADE IMAGING COMPANY</b>					
90905	02/16 FLEET COPIER/OVG	01000175 - 559000		16001624	\$3.00
90905		01002075 - 559000		16001624	\$10.79
90905		01004075 - 559000		16001624	\$27.70
90905		01005075 - 559000		16001624	\$44.07

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**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
90905	02/16 FLEET COPIER/OVG	01005575 - 559000		16001624	\$4.82
90905		01006075 - 559000		16001624	\$97.21
90905		01007075 - 559000		16001624	\$23.81
90905		01010075 - 559000		16001624	\$463.18
90905		01016175 - 559000		16001624	\$28.48
90905		01018075 - 559000		16001624	\$19.78
90905		01030075 - 559000		16001624	\$50.44
90905		01030175 - 559000		16001624	\$66.39
90905		01040275 - 559000		16001624	\$134.89
90906	01/15-02/14 CONT OVG/14TH ST	01018075 - 559000		16001625	\$67.44
90907	01/15-02/14 CONT OVG/CITY HALL	01009975 - 559000		16001625	\$86.22
90910	03/16 COPIER LEASE/CITY HALL	01008075 - 562005		16001626	\$540.35
90911	03/16 COPIER LEASE/UTILITIES	01008075 - 562005		16001626	\$540.35
90913	03/16 FLEET COPIER LEASE	01008075 - 562005		16001628	\$1,778.49
90905	02/16 FLEET COPIER/OVG	04215075 - 568100		16001624	\$96.46
90912	03/16 COPIER LEASE/SMMET	04215075 - 568100		16001627	\$241.58
90905	02/16 FLEET COPIER/OVG	40065075 - 559000		16001624	\$121.62
90905		40065275 - 559000		16001624	\$153.77
90908	01/15-02/14 CONT OVG/UTILITIES	40065275 - 559000		16001625	\$171.51
<b>VENDOR TOTAL:</b>					<b>\$4,772.35</b>

**WALMART COMMUNITY**

90914	SUPPLIES/REC	01030175 - 567000		16000935	\$37.32
90915	CONCESSIONS/BASKETBALL	01030170 - 551900		16001131	\$201.34
90916	CONCESSIONS/BASKETBALL	01030170 - 551900		16001131	\$177.08
90917	CONCESSIONS/BASKETBALL	01030170 - 551900		16001131	\$208.50
90918	GROC/SR CENTER	01030075 - 567000		16001328	\$55.44
90919	JANITORIAL SUPPLIES/POLICE DEP	01015570 - 551420		16001178	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$779.68</b>

**WATER & WASTE SPECIALTIES CO INC**

90920	BAG FILTERS/WATER DEPT	40067275 - 562880		16001374	\$3,715.00
<b>VENDOR TOTAL:</b>					<b>\$3,715.00</b>

**EBONY WEBER**

90921	OFFICIALS PAY/BASKETBALL	01030175 - 568950		16001590	\$72.00
<b>VENDOR TOTAL:</b>					<b>\$72.00</b>

**JONATHAN WOODS**

90922	REIMB/EMT CARD	01016170 - 550120		16001521	\$15.00
<b>VENDOR TOTAL:</b>					<b>\$15.00</b>

**WREATHS BY NW**

90923	WREATH CLASS/INSTRUCTOR	01030075 - 567000		16001495	\$93.75
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**CLAIMS REPORT**  
**WARRANT 030116**

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$93.75</b>

**GRAND TOTAL: \$967,893.58**

GENERAL FUND					<b>\$372,799.67</b>
FORFIETURE & SEIZURE FUND					<b>\$4,442.40</b>
S MS METRO ENFORCEMENT TEAM					<b>\$4,956.62</b>
COMMUNITY DEVELOPMENT FUND					<b>\$51,757.22</b>
SPECIAL REVENUE PROJECTS					<b>\$800.00</b>
PASCAGOULA UTILITIES					<b>\$374,633.47</b>
PASCAGOULA GROUP INSURANCE					<b>\$158,504.20</b>
				<b>GRAND TOTAL</b>	<b>\$967,893.58</b>

\*\* Indicates pre-issue check.