

PASCAGOULA CITY COUNCIL
REGULAR MEETING – TUESDAY, APRIL 5, 2016, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Hill

PLEDGE OF ALLEGIANCE: Councilman Tipton

PROCLAMATION:

1. Fair Housing Awareness Month
2. National Walking Day
3. Coastal Treasures Pilgrimage Day

ADDRESS THE COUNCIL:

4. 2015 Mississippi State Karate Champions – Koast Karate Association
5. Best of Pascagoula Recognition

CONSENT AGENDA:*

6. Minutes of the Council meeting of March 15, 2016
Recommended Action: *adopt and approve minutes.*
7. Minutes of Pascagoula Redevelopment Authority meetings of February 11, 2016 and February 26, 2016
Recommended Action: *acknowledge receipt of minutes.*
8. Minutes of Pascagoula Mayor’s Youth Council meeting of March 14, 2016
Recommended Action: *acknowledge receipt of minutes.*
9. Minutes of Historic Preservation Commission meeting of January 27, 2016
Recommended Action: *acknowledge receipt of minutes.*
10. Minutes of Strategic Plan Steering Committee meeting of February 18, 2016
Recommended Action: *acknowledge receipt of minutes.*
11. Advertising the resources of the City – Litter Bugs Me Day on April 22, 2016
Recommended Action: *authorize Parks & Recreation Department to host a Litter Bugs Me Day on April 22, 2016. Advertise the resources of the City by offering educational packages to Pascagoula School District teachers with “Litter Bugs Me” stickers, activity coloring books, car litter bags, garbage bags and gloves at a cost not to exceed \$800.00.*

12. 2016 MML Annual Conference
Recommended Action: *approval of conference fees and travel for the City Council to attend the 2016 MML Annual Conference in Biloxi, MS, on June 27-29, 2016.*
13. Resolution to place lien on parcel of land for cost of cleaning
Recommended Action: *adopt Resolution to place lien on 1415 St. Peter Avenue in the amount of \$6,130.75.*
14. Order to determine whether the parcels of land are in such a state of uncleanliness as to be a menace to the public health and safety of this community
Recommended Action: *adopt Order for 1812 Prospect and 4813 Chateau.*
15. Ordinance to amend Article III to add new Division 4 – City Prosecutor
Recommended Action: *adopt Ordinance.*
16. Economic Development Internship 2016
Recommended Action: *authorize the Director of Community and Economic Development to execute the Economic Development Internship Agreement with Zoie Mestayer, Resurrection Catholic School.*
17. Award of July 4, 2016, Fireworks Display
Recommended Action: *approval to award the 2016 4th of July Fireworks Show to J&M Displays and authorize City Manager to execute related documents.*
18. Amendment No. 1 to Agreement with Compton Engineering for BB Jennings Boardwalk Project
Recommended Action: *approve Amendment No. 1 and authorize City Manager to execute related documents.*
19. Task Order No. 052 with Compton Engineering for Market Street Redevelopment – Area 1 – Beach Blvd. to Parsley Avenue
Recommended Action: *approve Task Order No. 052 and authorize City Manager to execute related documents.*
20. Contract with Government Capital Corporation for the financing of software needed for the Police Department.
Recommended Action: *approval of contract and authorize City Manager to execute related documents.*

CITY MANAGER

21. Work Session with Council to discuss the Public Works and Solid Waste Contracts
Recommended Action: *consider a date for a work session.*

CITY ATTORNEY:

22. Ordinance to amend Article III to add a new Division 5 – Public Defender
Recommended Action: *adopt Ordinance.*

COMMUNITY/ECONOMIC DEVELOPMENT

23. Appointment to the Pascagoula Redevelopment Authority
Recommended Action: *consider re-appointment of Jackie Grimes.*
24. Central Business District Revision – Conceptual Design
Recommended Action: *approve the proposed revisions to the Central Business District.*
25. Brownfields – Phase II Environmental Site Assessment for the Pascagoula Ice and Freezer Company Property.
Recommended Action: *authorize the City Manager to execute the cost proposal for the Phase II Environmental Site Assessment for the Pascagoula Ice and Freezer Company property.*

PARKS AND RECREATION:

26. Pascagoula Recreation Commission Appointment – April 2016
Recommended Action: *accept application from David Blackledge for the vacancy on the Pascagoula Recreation Commission. Appoint new member to the Pascagoula Recreation Commission effective April 6, 2016.*
27. Job Description for Beautification Crew Leader
Recommended Action: *approve job description.*
28. Job Description for Laborer - Beautification
Recommended Action: *approve job description.*

CLAIMS DOCKET

29. Order for Docket of Claims for April 5, 2016
Recommended Action: *approve Order for Docket of Claims.*
30. **EXECUTIVE SESSION:** To discuss a land transaction

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: April 5, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Fair Housing Awareness Month Proclamation

Attach additional information as necessary

Action Requested:

Proclaim April as "Fair Housing Awareness Month" in the City of Pascagoula in conjunction with the national designation of Fair Housing Awareness Month.

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



- Whereas,* In 1968, the Federal Fair Housing Act was passed by Congress and adopted to protect against unlawful housing discrimination based on race, religion, color, gender, and national origin.
- Whereas,* In 1988, the Fair Housing Amendments Act added additional provisions that extend protection to persons with disabilities and families with children under the age of 18.
- Whereas,* We all benefit from living in a culturally diverse society, and
- Whereas,* In an effort to eliminate illegal housing discrimination from which disparate impact occurs,
- Now, Therefore, I, Harry J. Blevins, Mayor of the City of Pascagoula, do hereby proclaim

April as Fair Housing Awareness Month

In the City of Pascagoula. I urge all citizens to celebrate cultural diversity throughout Fair Housing Awareness Month and year round.

Dated this 5th day of April, 2016

Mayor _____



AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/16

Submitting Department or Individual: City Manager/Public Relations

Contact Name: Anne Pitre

Phone: 228.382.2086

Agenda Topic: Proclamation - National Walking Day April 6th

Attach additional information as necessary

Action Requested:

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

Other

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Proclamation

WHEREAS, cardiovascular disease is the leading cause of death in the United States and accounts for one-third of all deaths and stroke is the number 5 cause of death in the United States; and

WHEREAS, regular physical activity can reduce cardiovascular disease risk and may increase life expectancy, but only 36 percent of children and 44 percent of adults get the recommended amount; and

WHEREAS, the American Heart Association recommends that children and adolescents participate in at least 60 minutes of moderate or vigorous intensity physical activity each day and adults do at least 150 minutes of moderate intensity physical activity or at least 75 minutes of vigorous intensity physical activity (or combination of both) each week; and

WHEREAS, moderate physical activity has many proven benefits for an individual's overall health including controlling body weight, blood cholesterol, and blood pressure. All of these changes help reduce the risk of cardiovascular disease and stroke; and

WHEREAS, by providing families and children with safe places to be physically active, we can take steps towards improving heart health and reducing obesity rates; and

WHEREAS, studies have reported that people who have parks or recreational facilities nearby exercise more than those who do not have easy access; and

WHEREAS, on National Walking Day, April 6, the American Heart Association will kick-off a month-long campaign to encourage Americans to become more physically active; and

WHEREAS, on National Walking Day, the American Heart Association encourages all Americans to take a 30-minute walk with family, friends and colleagues and to share their minutes walked on social media with hashtag #AHALaceUp.

NOW, THEREFORE, I, Harry J. Blevins, recognizing the importance of regular physical activity, do hereby proclaim Wednesday, April 6, 2016 as "National Walking Day" in Pascagoula and urge all citizens to show their support for physical activity and the fight against heart disease and commemorate the month by taking time to get active.

Harry "Jim" Blevins, Mayor



Agenda Number: 3.

AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/16

Submitting Department or Individual: City Manager/Public Relations

Contact Name: Anne Pitre

Phone: 228.382.2086

Agenda Topic: Proclamation - Coastal Treasures Pilgrimage Day

Attach additional information as necessary

Action Requested:

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

Other

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Proclamation

WHEREAS, garden clubs are vital to the quality of life in the communities where they are located because they promote the love of gardening, civic responsibility, and environmental stewardship; and

WHEREAS, the Mississippi Gulf Coast Council of Garden Clubs, Inc. has sponsored a pilgrimage of homes across the Gulf Coast for the past sixty-four years; and

WHEREAS, the annual Spring Pilgrimage brings visitors from all over the country to take in the beauty of the homes across the Mississippi Gulf Coast, from Pass Christian to Pascagoula; and

WHEREAS, the City of Pascagoula has greatly benefited from the favorable exposure offered by the Mississippi Gulf Coast Council of Garden Clubs, Inc.;

NOW, THEREFORE, I, Harry J. Blevins, Mayor of Pascagoula do hereby commend the Pascagoula Garden Club and Mississippi Gulf Coast Council of Garden Clubs for their dedication to making Pascagoula and the greater Gulf Coast ever more beautiful and do hereby proclaim Sunday, April 17, 2016

Coastal Treasures Spring Pilgrimage Day

Harry "Jim" Blevins
Mayor



Agenda Number: 4.

AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/16

Submitting Department or Individual: City Manager

Contact Name: _____

Phone: _____

Agenda Topic: Recognition of the 2015 Mississippi State Karate Champions-Koast Karate Association

Attach additional information as necessary

Action Requested:

Present Certificate of recognition and t-shirt to each champion.

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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SINGLE DIVISION STATE CHAMPIONS

Trey Smith- Mini Pee Wee-Hi Blue, Green, Purple- **Kata Forms**

Jim Blevins- Executive Men- Advanced Div.- **Kumite Sparring**

Daniel Lawrence- Young Adult Men-Beginner- **Kumite Sparring**

DOUBLE DIVISION STATE CHAMPIONS:

Danielle Lawrence- Executive Women-Beginner- **Kata Forms, Kumite Sparring**

Randi Smith- Tots Division- Hi Blue, Green and Purple- **Kata, Kumite**

Noah Tolbert- Tiny Tots Division-Yellow- **Kata, Kumite**

Bo Smith- Executive Men-Advanced- **Kumite & Weapons**

Jenny Thompson- Mini Pee Wee- Brown, Red & Black- **Kumite & Weapons**

TRIPLE DIVISION STATE CHAMPIONS:

Scott Lawrence- Executive Men- Beginner- **Kata Forms, Kumite Sparring & Weapons**

Samuel Turner- Tots- Lo Blue, Orange- **Kata, Kumite Sparring & Weapons**

Head Instructor: Hayward Butler

Assistants: Danny Davis

Lynn Rouse

OTHER RECOGNITION:

2015 State Champions School of the Year -**10 State Champion Title Winners- 3 Singles, 5 Doubles & 2 Triples**

2015 Competition of the Year- **9 & under Competition of the Year- Samuel Turner**

Misc:

The Lawrence family, Scott, Danielle, & Daniel all were State Champions.

Competitions were held in numerous locations in MS over 2015 with competitors from MS, LA, AL, FL and a few more. State Champions are based on total results from all MKA sometime tournaments during the year.



AGENDA ITEM REQUEST FORM

Meeting Date: 4-5-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Best of Pascagoula Recognition

Attach additional information as necessary

Action Requested:

Council to acknowledge the Best of Pascagoula winners and participants and distribute plaques and certificates of recognition.

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

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Agenda Number: 6.

AGENDA ITEM REQUEST FORM

Meeting Date: 4-5-16

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

Agenda Topic: Minutes of Recessed Council Meeting of 3-15-16

Attach additional information as necessary

Action Requested:

Adopt and approve minutes

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

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

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**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MARCH 15, 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, March 15, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

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

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

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Tadlock. The pledge of allegiance was led by a member of Boy Scout Troop 230.

Mayor Blevins welcomed members of Boy Scout Troop 230 and Jackson County Chancery Court Judge Neil Harris to the meeting tonight. He also recognized several members of the Pascagoula Mayor's Youth Council who were in attendance.

Opening remarks were given by several members of the Council. Councilman Tipton invited everyone to attend the Jackson County Industrial Trade Show on Tuesday, March 22, 2016, from 10 a.m. to 4 p.m. at the Civic Center. Councilman Jackson commented on tourism progress in the area. Councilwoman Simkins announced there will be a town hall meeting at 6:00 p.m. at the Senior Center on Monday, March 21, 2016, to discuss various topics of interest.

Councilman Pickett read a Proclamation for American Red Cross Month and presented it to Sam Alsgood, Chapter Board Member, and Patricia Cunningham, Staff Member, of the American Red Cross. Mr. Alsgood gave brief remarks and thanked the Council for its support.

The Proclamation is spread on the minutes as follows:

PROCLAMATION

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

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

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

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

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

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

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

AMERICAN RED CROSS MONTH

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

Harry J. Blevins
Mayor

Morris Strickland and Gentry Williams addressed the Council regarding Hilton Garden Inn Project and the Tax Increment Financing (TIF) Plan. Mr. Strickland provided information on the Hilton Garden Inn and the Development Agreement which was approved by a previous City Council.

A copy of the handout to Council tonight is spread on the minutes as follows:

II CURRENT STATUS OF THE TIF DISTRICT:

- A. THE TIF DISTRICT CONSIST OF SIX (6) PARCELS OF LAND. THE HILTON GARDEN INN (HGI), PASCAGOULA IS LOCATED ON PARCEL#1. THE HARDEES RESTUARANT IS ON PARCEL #6. THERE ARE 4 PARCELS FOR SALE. PARCEL #2 IS BEING CONSIDERED FOR A NEW BUSINESS.**
- B. HILTON GARDEN INN:**
- 1. OPENED IN MARCH 2014.**
 - 2. COST APPROXIMATELY \$20 MILLION TO BUILD.**
 - 3. ONLY FULL SERVICE HOTEL IN JACKSON COUNTY.**
 - 4. EMPLOYEES APPROXIMATELY 60 EMPLOYEES.**
 - 5. EXTRA LARGE MEETING/ BANQUET SPACE HAS ALLOWED BUSINESSES THROUGHOUT MISSISSIPPI AND OTHER STATES TO PLAN AND EXECUTE LARGE MEETINGS, CONVENTIONS, REUNIONS, WEDDINGS, ETC.**
 - 6. IN ONLY TWO (2) YEARS, THERE HAVE 27 LARGE EVENTS (OVER 300 ATTENDEES) TO INCLUDE SHIP CHRISTENINGS, REUNIONS AND LARGE MEETINGS FROM INGALLS AND CHEVRON, PLUS NUMEROUS SMALLER EVENTS. ALL OF THESE EVENTS HAVE BENEFITTED THE CITY AND COUNTY.**
 - 7. THE HOTEL BEING LOCATED IN "HURRICANE ALLEY" WAS BUILT TO SUSTAIN 200+ MILES/HOUR WINDS WITH "HURRICANE PREPARDNES" IN MIND.**
 - 8. IT IS SET TO BE A COMMAND CENTER FOR SEVERAL KEY COMPANIES, TO INCLUDE MISSISSIPPI POWER, CHEVRON, INGALLS, VT HALTER , ETC.**
 - 9. THE HOTEL IS EQUIPPED TO ASSIST COMPANIES AND THE CITY WITH CONTINUOUS OPERATIONS DURING CRITICAL OPERATIONAL PERIODS.**
 - 10. THE HOTEL ALREADY GETS OVER 50,000 VISITORS PER YEAR AND THIS NUMBER IS EXPECTED TO CONTINUE TO GROW.**
 - 11. THE HOTEL ALREADY RANKS WITHIN THE TOP 10% OF ALL HILTO GARDEN INNS DUE TO OUR WONDERFUL STAFF.**

12. BECAUSE OF THE HOTEL'S SUCCESS, IT HAS PROVIDED \$87,324 TO THE CITY'S PARKS AND RECREATION AND AFTER JUST TWO MONTHS OF THE TOURISM TAX HAS PROVIDED \$14, 554 TO JACKSON COUNTY.

C. HARDEES RESTAURANT:

1. EMPLOYEES APPROXIMATE 45 EMPLOYEES.
2. ADDITIONAL EATING OPTIONS FOR CITY AND COUNTY.
3. LARGE INCREMENTAL PROPERTY AND SALES TAXES.

D. MISSISSIPPI LAUNDRY SERVICE:

1. NOT PART OF TIF DISTRICT.
2. ONLY LARGE COMMERCIAL/INDUSTRIAL LAUNDRY IN JACKSON COUNTY.
3. COST APPROXIMATELY \$10 MILLION.
4. HAS CURRENT CAPACITY FOR 10 MILLION POUNDS A YEAR.
5. HAS SPACE AND PLANS TO EXPAND.
6. EMPLOYEES APPROXIMATELY 50 EMPLOYEES.
7. CURRENTLY PROVIDES LAUNDRY SERVICE TO:
 - A. HILTON GARDEN INN, PASCAGOULA
 - B. BATTLE HOUSE HOTEL, MOBILE
 - C. RENAISSANCE HOTEL, MOBILE
 - D. GRAND HOTEL, POINT CLEAR, AL.
 - E. SILVER SLIPPER CASINO, PASS CHRISTAN
 - F. BEACHSIDE HOTEL. BILOXI
 - G. SHEARTON HOTEL, NEW ORLEANS
 - H. MANY MORE.

III. CONCLUSION:

- A. WE ARE COMMITTED TO PASCAGOULA!!!
- B. OUR INVESTMENT \$\$\$\$ PROVE THAT.
- C. IS PASCAGOULA COMMITTED TO US AND WHAT WE ARE TRYING TO DO FOR THE CITY AND COUNTY?
- D. WE HOPE SO AND ENCOURAGE THIS CITY COUNCIL TO RE-APPROVE THE TIF BONDS THAT YOUR PREDESSORS APPROVED AND ISSUE THE BONDS ASAP TO HELP OFFSET SOME OF THE COSTS THAT HAVE BEEN INCURRED BY THE INVESTORS.

Mr. Strickland requested that the Council reapprove the TIF bonds and issue the bonds as soon as possible in an effort to help recover some of the costs that have been incurred by the investors. Eddie Williams, City Attorney, advised the Development Agreement allows a

company to consider a partial TIF. Troy Johnston, Bond Attorney, commented on the TIF request and advised he needs Council's concurrence to move forward with the request from Mr. Strickland and Mr. Williams. The Council verbally agreed to move forward.

Joann Wilson was not in attendance tonight to address the Council regarding a facility located at 2821 Ingalls Avenue which she owns.

Greg Cullom, Senior Vice President of HUB International, Gulfport, MS, addressed the Council regarding the City's insurance program. He advised HUB International merged with Fox Everett Insurance in 2014 and they handle various types of insurance. His company is very interested in serving the needs of the City of Pascagoula.

After comments, Councilman Tadlock made a motion to advertise for Request for Proposals (RFPs) on property and casualty insurance. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

Donovan Scruggs, City Planner, gave a status report on a property cleanup matter at 2306 Catalpa Avenue. He advised that Ms. Kimberly Williamson, new property owner, has completed several renovations and she seems very committed to this process of improving the property at 2306 Catalpa Avenue. Councilman Tipton recommended that Ms. Faye Moore, 2302 Catalpa Avenue, be notified of the plans for this development due to her complaints last year about the condition of the unclean property.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Struggs, AICP

Date: March 8, 2016

RE: 2306 Catalpa Avenue

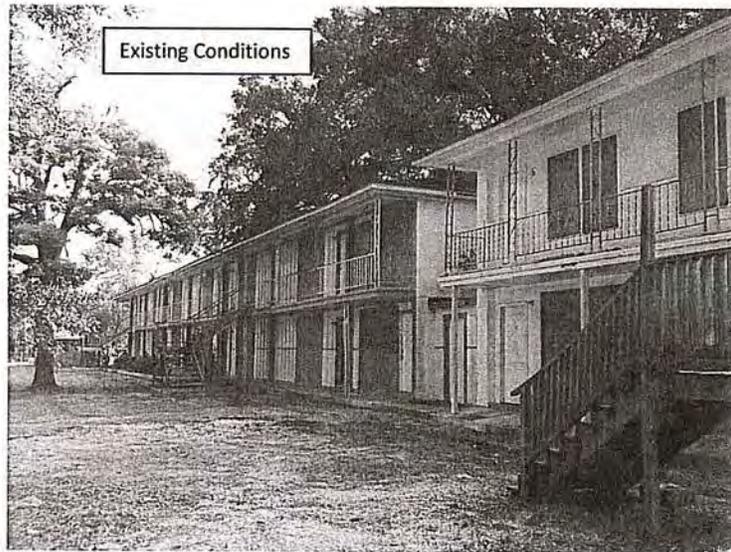
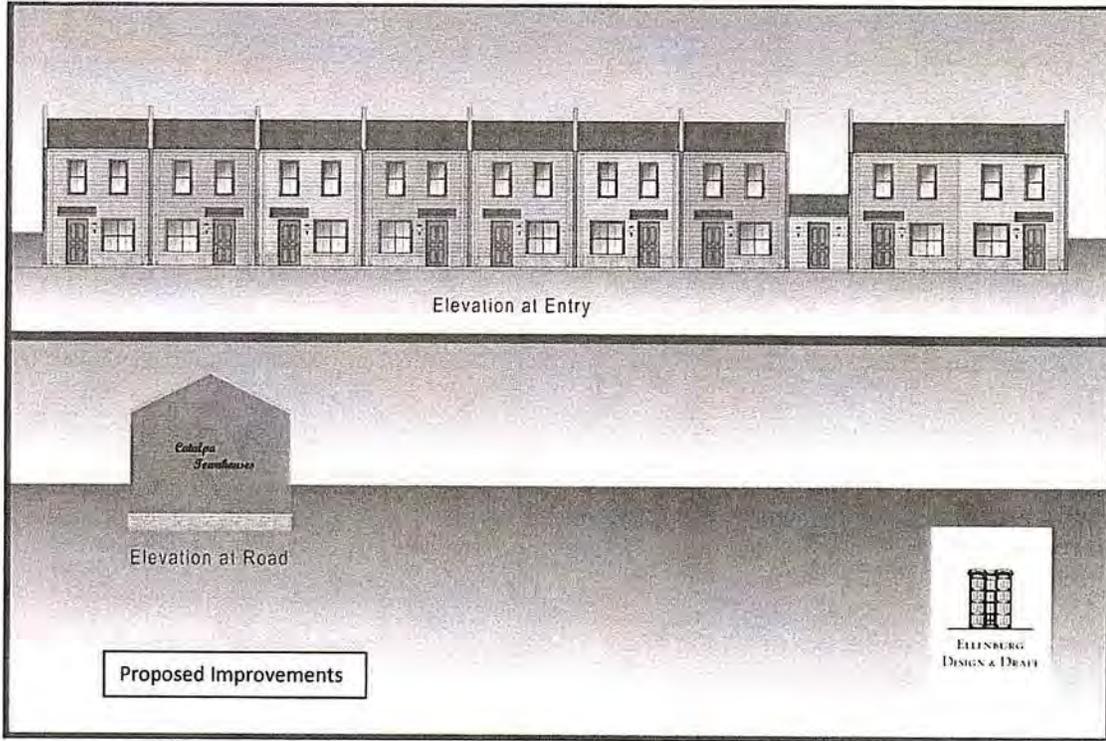
At the September 1, 2015, meeting of the City Council, a Resolution was adopted to clean the above referenced address. The site contains a multifamily complex that has been vacant since April 2014. A new owner had purchased the apartments in 2015. After the resolution was adopted, discussions continued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

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

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

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

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



Councilman Tadlock made a motion to hold the enforcement of the Resolution adopted on September 1, 2015, in abeyance pending compliance to allow redevelopment of the site into nine townhouse dwelling units based on conditions outlined in the City Planner's memorandum

dated March 8, 2016, as shown above. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

The next item for consideration was a request from Donovan Scruggs, City Planner, to accept the minutes of the Planning Board meeting of March 9, 2016.

The minutes are listed below:

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

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

The following official(s) were present:

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

Other official(s) not present:

Stephen Parker (Vice Chairman)

Other officials present:

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

A. PUBLIC HEARING

1. F.M. & Darlene Robertson

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

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

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

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

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

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

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

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

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

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

MARCH 1, 2016

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

DONOVAN SCRUGGS, CITY PLANNER
ANGELIA KIMBROUGH, PERMIT TECH

FROM: PLANNING & BUILDING DEPARTMENT

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

AGENDA

A. PUBLIC HEARINGS:

F.M. & Darlene Robertson

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



F.M. Robertson
Special Use / Variance Application

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

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

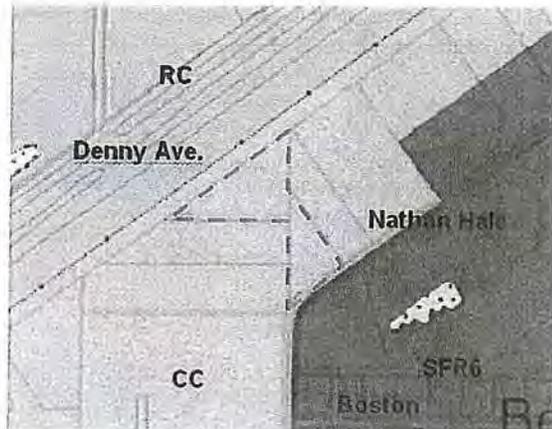
Applicable Zoning Ordinance Section(s): Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage

Facts and Findings:

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

Considerations:

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



F.M. Robertson
Special Use / Variance Application

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

Public/Community Need:

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

Review Standards:

The Variance shall demonstrate:

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

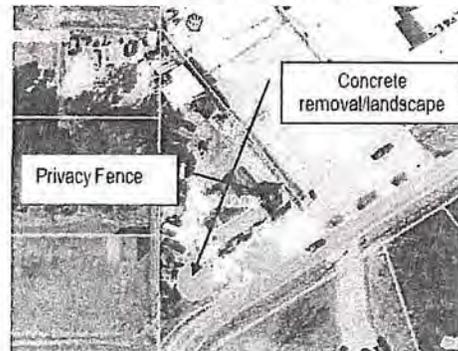
The Special Use Permit shall demonstrate:

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



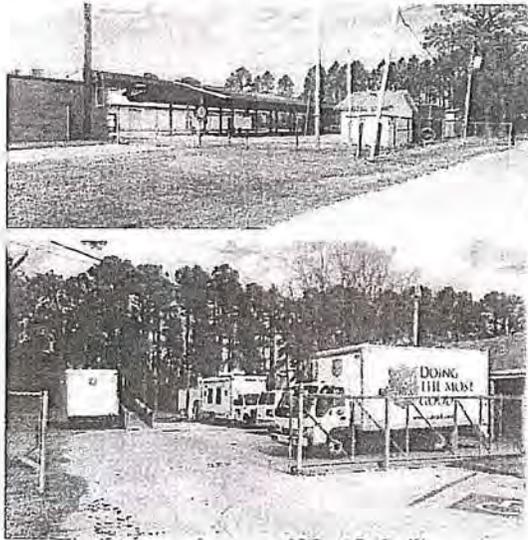
F.M. Robertson
Special Use / Variance Application

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



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

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



Staff Recommendation:

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

HEARING NOTICE

PASCAGOULA PLANNING BOARD

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

F.M. & Darlene Robertson

At: 3111 Nathan Hale Ave.

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

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

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

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

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

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

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

This the 17th day of February, 2016

Brenda J. Reed

Brenda J. Reed, Asst. City Clerk

By: _____



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

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

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

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

SIGNATURE OF APPLICANT AND PROPERTY OWNER (IF DIFFERENT)

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

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

STAFF ONLY

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

DATE RECEIVED _____ TAKEN BY: _____

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



40401330.050
40206040.000
Subject Property

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

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

<u>NAME</u>	<u>ADDRESS</u>
1. <u>Bellsouth: Mike Rhymes</u>	<u>1025 Lenox Park Blvd. Atlanta, Ga 30319</u>
2. <u>David & Paulette Lee</u>	<u>3102 Nathan Hale Ave, Pascagoula, MS 39581</u>
3. <u>Pepe Gwendolyn Dawn + Miriam Celeste Bodden</u>	<u>307 West Adams St., Daphne, AL 36526</u>
4. <u>Fagan & Jordne Randolph</u>	<u>9108 W. Simons Ocean Springs, MS 39564</u>
5. <u>World Outreach Church</u>	<u>P.O. Box 2311 Pascagoula, MS 39569</u>
6. <u>Bonaparte Square Properties</u>	<u>103 Sleepy Hollow Piquette, MS 39466</u>
7.	
8.	
9.	
10.	
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20.	

TO OBTAIN THE LISTING OF PROPERTY OWNERS, GO TO THIS WEBSITE;
<http://mapping.co.jackson.ms.us/jacksoncountywebmap/>

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

Councilman Hill made a motion to accept the minutes of the Planning Board meeting of March 9, 2016, as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "AYE". Councilman Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

A public hearing was held regarding a request from F. M. and Darlene Robertson for a Special Use Permit for heavy equipment storage at 3111 Nathan Hale Avenue. Donovan Scruggs, City Planner, discussed the request with the Council. The Planning Board recommended approval for a Special Use Permit to allow the storage of heavy equipment at 3111 Nathan Hale Avenue in a Community Commercial Zoning District as provided in Section 4.3.E.2 of the Unified Development Code.

Councilman Tipton made a motion to approve the Planning Board's recommendation for a Special Use Permit to allow the storage of heavy equipment at 3111 Nathan Hale Avenue for F. M. and Darlene Robertson in a Community Commercial Zoning District as provided in Section 4.3.E.2 of the Unified Development Code as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilman Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

A public hearing was held regarding a request from F. M. and Darlene Robertson for a 170' variance from the distance requirements of a residential district or use to allow storage of heavy equipment storage at 3111 Nathan Hale Avenue. Donovan Scruggs, City Planner, discussed the variance request with the Council. The Planning Board recommended approval for a variance of 170' from the 250' requirement for separation between heavy equipment storage and residential uses with the conditions of a privacy fence and removal of impervious surfaces with new landscaping as provided in the staff report.

Councilman Tipton made a motion to approve a variance of 170' from the 250' requirement for separation between heavy equipment storage and residential uses with the conditions of a privacy fence and removal of impervious surfaces with new landscaping at 3111 Nathan Hale Avenue as provided in the staff report and as recommended. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilman Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

The consent agenda was considered at this time:

The first items for consideration were minutes of the Council meetings of February 29, 2016, March 1, 2016, and March 10, 2016, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Jackson made a motion to adopt and approve minutes of the Council meetings of February 29, 2016, March 1, 2016, and March 10, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins

“AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-15-16)

Minutes of the Recreation Commission meeting of February 3, 2016, were acknowledged by the Council.

The next item for consideration was a request to advertise the resources of the City to allow the Parks & Recreation Department to participate in the Easter Extravaganza event on March 19, 2016, and advertise the resources of the City by providing prizes and giveaways in the amount not to exceed \$75.00 to the children who participate in the event as recommended by Darcie Crew, Parks & Recreation Director. The event is for school age children and will be held at the Pascagoula Gautier School District Family Interactive Center.

Councilman Jackson made a motion to approve advertising the resources of the City to allow the Parks & Recreation Department to participate in the Easter Extravaganza event on March 19, 2016, by providing prizes and giveaways in the amount not to exceed \$75.00 to the children who participate in the event. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-15-16)

The next item for consideration was an Amendment to Ordinance 14-11, Inspection Warrants, to update code references within the Ordinance as recommended by Eddie Williams, City Attorney.

The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 2-2016
CITY OF PASCAGOULA, MISSISSIPPI**

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

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

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

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

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

The above Ordinance was introduced in writing by Councilman Jackson, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins voted "AYE", Councilman Hill voted "AYE", Councilman Jackson voted "AYE", Councilman Pickett voted "AYE", Councilwoman Simkins voted "AYE", Councilman Tadlock voted "AYE", and Councilman Tipton voted "AYE".

Passed this the 15th day of March, 2016.

APPROVED:

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

ATTEST:

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

(S E A L)

Next for consideration was a request for authorization to submit a letter to the Jackson County Board of Supervisors requesting a transfer of property near the Parks & Recreation Center for parking purposes as recommended by Eddie Williams, City Attorney.

The proposed letter is spread on the minutes as follows:

HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



CITY COUNCIL

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

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

March 16, 2016

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

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

Dear Mr. Harris:

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

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

Your prompt attention to this matter will be appreciated.

Sincerely,

Harry J. Blevins
Mayor

/khs
cc: Joe Huffman
Eddie Williams
Darcie Crew

Councilman Jackson made a motion to authorize the Mayor to submit a letter to the Jackson County Board of Supervisors requesting a transfer of property near the Parks & Recreation Center for parking purposes as recommended. The motion was seconded by

Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

Next for consideration was Amendment No. 1 to the CDBG FY2015 Public Services Agreement with Catholic Social and Community Services, Inc. as recommended by Jen Dearman, Community and Economic Development Director. This amendment will adjust budget allocations within the existing line items.

Councilman Jackson made a motion to approve Amendment No. 1 to the CDBG FY2015 Public Services Agreement with Catholic Social and Community Services, Inc. as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 Blue Cross and Blue Shield – Healthy Hometown Award – revised final closeout reports as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to approve the Blue Cross and Blue Shield – Healthy Hometown Award – revised closeout reports as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

The next item for consideration was Amendment No. 1 to Task Order No. 008 (Rev-1) for design service fees with Compton Engineering, Inc., Pascagoula, MS, for the Drainage Improvements from Holland to Ingalls Avenue Project as recommended by Jaci Turner, City Engineer.

Councilman Jackson made a motion to approve Amendment No. 1 to Task Order No. 008 (Rev-1) for design service fees with Compton Engineering, Inc. for the Drainage Improvements

from Holland to Ingalls Avenue Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 2016 Stormwater Consulting Program proposal for Phase II from Allen Engineering and Science, Hattiesburg, MS, as recommended by Jaci Turner, City Engineer.

The proposal is spread on the minutes as follows:



312 Hemphill Street
Hattiesburg, Mississippi 39401
www.AllenES.com

Phone 601.583.2182
Fax 601.583.2828

February 3, 2016

Mr. Dudley Broussard
City of Pascagoula
4011 14th Street
Pascagoula, Mississippi 39567

Re: City of Pascagoula Phase II Stormwater Program Implementation – 2016

Dear Mr. Broussard:

Allen Engineering and Science, Inc. (AllenES) is pleased to provide this proposal to you regarding the implementation of Pascagoula's Stormwater Management Program. As you are aware, the Phase II Stormwater Program is federally mandated and supported by an MDEQ Permit to the City of Pascagoula. The City must continue implementing the goals of the Stormwater Management Program and the approved Management Plan as mandated under the Clean Water Act.

AllenES would appreciate the opportunity to provide the implementation services associated with 2016 implementation of the Stormwater Management Plan to you.

SCOPE OF WORK

AllenES proposes to assist the City of Pascagoula with the implementation of the stormwater management program during the 2016 permit year by providing logistical support for tasks associated with each of the six minimum measures listed below:

- Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Stormwater Management
- Post Construction Stormwater Management
- Pollution Prevention and Good Housekeeping

Specific elements of the scope of work are detailed in the existing Management Plan and include but are not limited to the following: education of city employees, elected officials, and building contractors; conducting annual and semi-annual inspections of water quality within the city, facilitation of quarterly Task Force meetings, and assisting with other programmatic and administrative elements of the program. AllenES will also act as a liaison for the City of Pascagoula and the Mississippi Department of Environmental Quality when necessary. In addition, it is assumed that the City will begin operation under a renewed permit and revised management plan at some point in the 2016 calendar year. AllenES will assist the City in transitioning between the two plans and will work to maintain consistency in the program and implementation to the greatest extent possible.

Jackson / Hattiesburg / Meridian / Mobile / Atlanta / Houston #



For permit year 2016 (January 2016 - January 31, 2017), AllenES will:

- Assist the city with the following Public Education measures
 - Provide Growth Readiness Training to municipal officials.
 - Provide educational information for community outreach efforts.
- Assist the city with the following Public Involvement measures:
 - Facilitate stormwater task force meetings
 - Provide logistical support for the other public involvement activities as dictated by the currently in-force Stormwater Management Plan
- Assist the city with the following Illicit Discharge Detection and Elimination measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Provide training to municipal employees on the identification of and elimination procedures for illicit discharges and illegal connections.
 - Update storm sewer mapping for the City of Pascagoula.
 - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
- Assist the city with the following Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update developer/contractor training information for the Developer
 - Erosion and Sediment Control Packet/CD.
 - Provide training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
- Assist the city with the following Post Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update Post-Construction Database as new facilities are built.
 - Assist in the development of post-construction correspondence and educational materials.
 - Provide training to municipal employees on post-construction BMP inspection procedures.
- Assist the city with the following Pollution Prevention measures:
 - Update the Stormwater Pollution Prevention Plan as needed.
 - Provide training to municipal employees based on the Stormwater Pollution Prevention Plan and spill prevention and response plans.
 - Conduct inspections of municipal facilities identified in the Stormwater Pollution Prevention Plan.
- Complete and deliver the 2016 Annual Report to the MDEQ by January 28, 2017.

The scope of this proposal also includes inspections, inspection reporting and annual reporting in compliance with the stormwater permit held by the City of Pascagoula.

PROJECT SCHEDULE

AllenES will initiate the implementation tasks of the Stormwater Management Program work with client approval and will initiate implementation activities immediately upon submittal of the 2015 Annual Report due to MDEQ by January 28, 2016. The project objectives will be completed through January 31, 2017.

COST ESTIMATE

AllenES will perform the proposed scope of work related to the MS4 Program Implementation described above on a lump sum basis of \$16,500. Invoicing will be submitted monthly based on a percent of work completed during the monthly billing cycle. The proposed costs also do not include services related to anticipated MDEQ/EPA monitoring requirements. At a point in which we are all fully knowledgeable of

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these pending requirements and the level of effort required, AllenES will discuss with the City additional fees that may be necessary to assist with this component of program implementation.

A breakdown of the proposed costs is as follows:

- 2016 Program Implementation: \$16,500

AllenES appreciates the opportunity to submit this proposal to you. Please give me a call at (601-583-2182) if you have any questions. We look forward to assisting you with this project.

Very truly yours,

Allen Engineering and Science
Jay C. Estes, AICP
Senior Principle Planner

Authorization

Please sign and date in the space provided below if this proposal is acceptable. The effective date of this project will be the authorization date below. Please return a signed copy to us upon authorization. You may fax the signed authorization back to us at (601) 583-2182 or you may email the signed authorization to jestes@allenes.com.

Authorized by: _____

Signature: _____

Title: _____

Attest (if necessary): I _____

Date: _____ 2016

Councilman Jackson made a motion to approve the 2016 Stormwater Consulting Program proposal for Phase II from Allen Engineering and Science as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 quote from TekLinks regarding the Internet – Telephone Upgrade as recommended by Stephen Newell, MIS Director. This project would upgrade to their TekConnect 250 Mb/s Metro Ethernet Internet service and SIP voice service plus T1 backup for a total monthly recurring charge of \$3,871.00, before taxes, fees and surcharges. All setup and installation fees have been waived other than a port fee of \$1,680.00 to move our phone numbers. This service will replace our existing 100 Mb/s Metro-Ethernet Internet / PRI voice service from EarthLink, which is currently averaging \$2,500.00/month. Mr. Newell stated we are switching primarily due to EarthLink's inability to accommodate our billing requirements. It was noted that they have cut our service off or have threatened to cut our service off many times due to payment being beyond a 30 day period. They have also offered less than adequate technical support when we have experienced technical problems.

Additional information is spread on the minutes as follows:

Physical Address:
 201 Summit Parkway
 Homewood, AL 35209
 Phone: 205.314.6600
 Fax: 205.940.9067

TEKLINKS

www.teklinks.com

Remittance Address:
 TekLinks, Inc.
 PO Box 830674
 MSC #703
 Birmingham, AL 35283

Date: 02/09/16

Quote #: AAAQ83421

Sales Rep: DMcCarty

Quote To:

City of Pascagoula
 Stephen Newell
 603 Watts Avenue

Pascagoula MS 39567

Phone: (228) 762-1300

Qty	Description	Unit Price	Ext. Price
	TekConnect		
	Birmingham, 35242		
1	TekConnect 250M Ethernet Connectivity 611 Live Oak Ave. Pascagoula, MS 39567	\$1,500.00	\$1,500.00
1	TekConnect 250M Internet Access	\$675.00	\$675.00
1	TekConnect 1.5M Full Internet T-1 603 Watts Ave. Pascagoula, MS 39567	\$500.00	\$500.00
1	TekConnect 250M Managed Router	\$145.00	\$145.00
1	TekConnect T-1 Fully Managed Router	\$75.00	\$75.00
	TekConnect MRC		\$2,895.00
	TekVoice		
23	TekVoice SIP Trunk 611 Live Oak Ave. Pascagoula, MS 39567	\$16.00	\$368.00
	Includes Local Calling Domestic 48 Long Distance 3 Cents Per Minute		
240	DID Number *TekLinks supports T.38 Fax Codec on Fax over SIP Transmissions. If your fax machine does support T.38 you may need to excluded that service from any SIP conversion.	\$0.50	\$120.00
23	TekVoice SIP Trunk 603 Watts Ave. Pascagoula, MS 39567	\$16.00	\$368.00
	Includes Local Calling Domestic 48 Long Distance 3 Cents Per Minute		
240	DID Number	\$0.50	\$120.00

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1 of 5

Qty	Description	Unit Price	Ext. Price
	*TekLinks supports T.38 Fax Codec on Fax over SIP Transmissions. If your fax machine does support T.38 you may need to excluded that service from any SIP conversion.		
3,000	TekVoice Free Monthly Long Distance Minutes (1500 Free LD Minutes Per Month)	\$0.00	\$0.00
	TekVoice MRC		\$976.00
	Total MRC Excluding Taxes, Fees and Surcharges		\$3,871.00
480	TekVoice LNP Fee	\$3.50	\$1,680.00

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Service Agreement ("MSA") with TekLinks, (ii) hereby incorporates by reference the pertinent Service Agreement(s) as referenced at <http://www.teklink.com/content.asp?id=621438>, (iii) applies only to the Services or products covered by this Quote and not to Services or products covered by any other quote, statement of work or order under the MSA, and (iv) does not amend or supplement the terms of the MSA. This Quote, the MSA, Service Agreement and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MSA.

The prices outlined in this Quote are valid for no more than sixty (60) days from the date the Quote was issued (the "Quotation Life"). At the end of Quotation Life, a new Quote must be issued in order to proceed with purchase of Services.

The Term of this Agreement shall begin on the Service Activation Date (as defined in the Service Agreement) and, unless sooner terminated as provided herein, shall continue until the later of three (3) years after the Effective Date (the "Initial Term") and the expiration of any Renewal Term (as hereinafter defined). After the expiration of the Initial Term or any Renewal Term, and provided that neither party has given the other written notice of its desire not to renew at least sixty (60) days prior to the expiration of the Initial Term or such Renewal Term, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term" and together with the Initial Term, the "Term").

Either party (the "Terminating Party") may terminate this Agreement effective upon the delivery of written notice to the Defaulting Party on the occurrence of an Event of Default as set forth in the MSA. Customer may terminate this Agreement for convenience upon sixty (60) days' prior written notice to TekLinks ("Termination for Convenience").

Upon termination of this Agreement for any reason, Customer shall be obligated to pay all amounts due and owing to TekLinks for Services performed in accordance with this Agreement up to the effective date of termination, and if fees or costs are calculated on a monthly, quarterly or other periodic basis, then Customer shall be liable for the pro rata portion thereof up to the effective date of termination. If TekLinks effects a termination for Customer's Event of Default, or if Customer effects a Termination for Convenience, then Customer shall pay to TekLinks on demand an amount equal to the sum of all fees for Services through the remainder of the Term that would have been paid had the Agreement not been terminated (such sum being the "Termination Fees"). Requests for Termination for Convenience by Customer should be submitted via email to hosting@teklink.com. Upon termination, Customer will no longer have access to, or be able to use the Services except as TekLinks may allow to facilitate Customer's move to another service. Upon termination of this Agreement, Customer, at its expense, is responsible for uninstalling and returning to TekLinks any Service Software previously installed on Customer's system for use with the Service and for returning to TekLinks any TekLinks Equipment located at Customer's location. If requested by TekLinks, Customer shall provide TekLinks with access to Customer's location to repossess all TekLinks Equipment. Payments owed by Customer to TekLinks for TekLinks Equipment shall continue under the applicable Quote until such time as all TekLinks Equipment has been returned to or repossessed by TekLinks.

In connection with the termination or expiration of the Agreement, TekLinks shall (i) reasonably cooperate with Customer to minimize any adverse effect on Customer, its Affiliates or their respective customers arising out of termination of the Service, (ii) assist Customer, at Customer's cost and expense, with deinstallation and removal of any of Customer's Equipment located at a TekLinks location, and (iii) perform those other obligations set forth in this Agreement to be performed by TekLinks upon the termination or expiration of this Agreement; provided, however, if there is a termination for Customer's Event of Default, or a Termination for Convenience by Customer, TekLinks' obligations under this paragraph shall be conditioned on the prior payment by Customer of all Services Fees and Termination Fees due and payable to TekLinks under this Agreement.

TekLinks shall deliver to Customer a monthly invoice for Services Fees. Each invoice will include the Service Fees owed for the following calendar month, including fees related to any adjustments to the Service. A separate invoice will be issued monthly for (1) any known Expenses for which Customer is responsible under the terms of the Services Agreement, and (2) any other applicable charges or fees due and payable for the immediately preceding month and other preceding months.

IN WITNESS WHEREOF, the parties have caused this Quote to be executed by their duly authorized officers on the date set forth below.

Customer Signature _____

TEKLINKS, INC.

Print Name _____

Signature _____

Title of Representative _____

Title of Representative _____

Date _____

Date _____



CUSTOMER NOTICE AND ACKNOWLEDGMENT OF 911 AND E911 SERVICE LIMITATIONS

Dear Customer:

PLEASE READ THIS NOTICE CAREFULLY AND ACKNOWLEDGE YOU UNDERSTAND BY SIGNING THIS FORM AND RETURNING THE SIGNED COPY TO TEKLNKS INC.

BY DELIVERING THIS NOTICE TEKLINKS INC EXPECTS THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 911 AND E-911 EMERGENCY SERVICES AVAILABLE THRU TEKLINKS CALLING SERVICES. IF YOU HAVE ANY CONCERNS REGARDING THIS NOTICE YOU MAY CONTACT TEKLINKS AT YOUR CONVENIENCE.

TekLinks VoIP service cannot offer 911 or E911 emergency calling in the same manner as traditional telecommunications services for a telephone company does. While IP technology provides numerous technological advantages, it also has inherent limitations when it comes to service availability and E911 call routing.

The limitations detailed below are applicable to all TekLinks calling services. Customer agrees to inform all users of TekLinks calling services of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer acknowledges and agrees to inform all employees, guests, and other third persons who may use TekLinks calling services of the

1. **911 Service Will NOT WORK If You Experience A Power Outage Or An Outage Or Any Network Disruption:**

Outages in your electricity and problems with your connection, including network congestion, will disrupt any TekLinks calling service and you will not be able to use it for 911 emergency calling. If you have a service outage due to a suspension of your account due to billing issues for any other reason, you will not be able to use TekLinks calling services for any calls, including emergency or 911 calls.

2. **You May Not Be Able to Reach the Correct Emergency Services If You Have a Telephone Number That Does Not Match Your Actual Geographic Location:**

All 911 Services will only be available in the location associated with the particular TekLinks assigned direct-inward-dial (DID) telephone number assigned to the Customer. For Basic 911 Services or E911 to be accurately routed to the proper emergency call center, the Customer must provide a TekLinks assigned DID or a DID ported to TekLinks as the call back telephone number for all 911 calls. Additionally, if you are using the service in one particular area that has a certain area code but you are using a telephone number with a different area code, when you dial 911 you may not be able to reach emergency personnel. Even if you do reach emergency personnel, you may not be calling the personnel near your actual location and the personnel may not be able to transfer your call or respond to your emergency.

3. **You May Not Be Able to Reach The Correct Emergency Service If You Register An Incorrect Service Address:**

Customer further acknowledges that failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, the customer recognizes that use of any TekLinks calling service from a location

other than the location to which such service was ordered, i.e., the "primary registered address," may result in Basic 911 or E911 calls being routed to the incorrect local emergency provider.

4. You May Not Be Able to Reach the Correct Emergency Service if You Move your Phone to a Location Different From the Address You Initially Registered:

It is important that you register your location every time you move the equipment associated with your TekLinks calling services. If you move your TekLinks equipment to another location without registering, when you dial 911, you may not be able to reach any emergency personnel near your actual location and these emergency personnel may not be able to transfer your call or respond to your emergency.

5. You May Not Be Able to Reach the Correct Emergency Services If You Fail to Register Your New Location or Call 911 Within 48 Hours of Updating Your Location:

It is important that you register your location every time you move the equipment associated with your TekLinks calling service. When you change your location it may take up to 48 hours for your location change to be reflected in our records. During that time you may not be able to reach any emergency service provide or the correct emergency services by dialing 911 with TekLinks calling services.

BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT:

YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE 911 AND E911 EMERGENCY SERVICES AVAILABLE THROUGH THE TEKLINKS CALLING SERVICES.

Any obligations that may be imposed by Federal and State law on operators of private Branch exchange or multiline telephone systems are obligations imposed on you, the Customer and NOT on TekLinks Inc.

TekLinks calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions and if this situation ever changes you will discontinue the use of TekLinks calling services.

I have read and understand the above information regarding the limitations on the 911 and the E911 emergency services available through TekLinks service.

Customer Name (please print) _____

Customer Signature _____

Date _____

Account Name _____

Primary Phone Number _____

Master Service Level Agreement

This Master Service Level Agreement ("Master SL Agreement") sets forth certain of the terms and conditions under which TekLinks, Inc. ("TekLinks") will supply certain services (the "Services") to the customer ("Customer") named on the services quote, statement of work or purchase order (each, an "Order"). In each case, the Services will be governed by the applicable Service Agreement(s) incorporated into the Order (each, a "Service Agreement"), and the Master Terms and Conditions that are incorporated into every Order (the "Master Terms"). In the event of a conflict involving the terms and conditions of this Master SL Agreement and those of either a Service Agreement or the Master Terms, to the extent of such conflict: (a) the terms and conditions of the applicable Service Agreement will control over those of this Master SL Agreement and the Master Terms; and (b) the terms and conditions of this Master SL Agreement will control over those of the Master Terms. With respect to each Service, the applicable Order, the related Service Agreement, the Master Terms, this Master SL Agreement, and any other writing that by its terms is intended to be made a part of any such Order shall collectively constitute an independent and separate contract between the parties for such Services (and shall be referred to separately as an "Agreement"). The duration of the Initial Term of any Agreement will be set forth in the applicable Order or Service Agreement.

While this Master SL Agreement provides certain service level agreements and other general terms and conditions for all Services ("Master SLAs"), TekLinks may also provide specific service level agreements and support services terms ("Specific SLAs" and collectively with Master SLAs, the "SLAs") for each Service in the applicable Service Agreement.

1. Defined Terms

Certain terms used in this Master SL Agreement are defined in Section 7. Definitions. Capitalized terms used in this Master SL Agreement without being defined herein have the respective meanings set forth in the Master Terms.

2. Service Commitment

TekLinks is committed to providing Services to Customer at a level of excellence consistent with the best practice within TekLinks' industry. Service uptime and availability are of the highest importance to TekLinks, and the service level agreements set forth in this Master SL Agreement and in any specific Service Agreement reflect TekLinks' performance and Services goals.

3. Service Delivery

A. General

The Service Agreement for each Service will explain the specifics of how that Service will be delivered and will set forth any Specific SLAs that will apply to such Service. It is Customer's responsibility to ensure that all Users' computers are able to connect to the applicable Service and are configured properly. This includes but is not limited to ethernet switches, ethernet cabling, workstations, servers and Operating Systems.

B. Installation

Upon receipt of the signed Order, TekLinks will contact Customer and coordinate the installation of the Service. If additional configuration work is required due to limitations of the Customer System or other server/application requirements, TekLinks will promptly advise Customer of the anticipated additional expenses for such additional work. Customer will be responsible for all such additional expenses as are mutually agreed in writing by the parties. Customer shall be responsible for any travel expenses reasonably incurred by TekLinks in the course of providing onsite installation services.

C. Service Upgrades & Modifications

Unless otherwise provided in the applicable Service Agreement, TekLinks may replace or upgrade any Service upon thirty (30) days' prior written notice to Customer, provided that no such upgrade will diminish or limit any of the SLAs applicable to such Service prior to such upgrade. TekLinks shall implement each such upgrade during a Maintenance Window or pursuant to a timeline mutually agreed by the parties.

4. Service Support

A. Authorized Contacts

TekLinks will accept requests for configuration information or changes in Services only from Customer's Primary Technical Contact and may do so via e-mail or phone. Customer is responsible for ensuring contact information for its Primary Technical Contact and any other Authorized Contact is current and accurate.

B. Support/Helpdesk

- (1) **TekLinks Technical Support:** Throughout the Term of each Service Agreement, TekLinks will maintain, operate and make available to Customer a program for supporting the functionality of TekLinks Services ("Technical Support"), including without limitation network monitoring, trouble ticket resolution, and fault isolation up to the termination point of TekLinks Equipment used to provide Services. Some components of Technical Support will be available to Customer twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year; as provided herein. TekLinks Technical Support includes (a) "Support Desk"; (b) "After-Hours Support"; (c) "Remote Support"; and (d) "Hands-On Field Support", as each is further described below. All times set forth below describing availability of Technical Support are Central Time.
- (2) **Communications Between Customer and TekLinks Technical Support:** TekLinks Technical Support will accept telephone calls, fax messages and e-mail messages (each, a "Support Call") from any Customer representative reporting trouble or an outage of any Service or any related hardware or software Managed by TekLinks (each, an "Incident"). TekLinks will open a trouble ticket for each Incident described in each Support Call (a "Trouble Ticket") and will record on such Trouble Ticket the Incident Priority, each step undertaken and each communication attempted or completed in furtherance of the resolution of the Incident. TekLinks will categorize each Incident by Impact and Severity and will assign to each Incident an Incident Priority.

"Incident Priorities" are assigned based on the Impact and Severity rating derived directly from Customer input. The following Incident Priorities correspond to the following response levels: 1 – Emergency Response; 2 - Urgent Response; and 3 - Normal Response.

		Impact		
		HIGH	MEDIUM	LOW
Severity	HIGH	1	2	3
	MEDIUM	2	3	3
	LOW	3	3	3

If TekLinks Technical Support reasonably determines that its response to a Support Call from a Customer representative other than Customer's Primary Technical Contact may cause a material disruption or change to the Service, TekLinks may delay such response until it can verify or confirm the Incident with Customer's Primary Technical Contact. TekLinks Technical Support will accept requests for changes to, or technical information about, a Service from Customer's Primary Technical Contact only. TekLinks will not be required to perform any activity requested by Customer that TekLinks believes in good faith may have a material adverse effect on or materially changes any TekLinks Service or

systems. Support Calls initiated by other than an Authorized Contact will not be subject to SLA response times or remedies unless and until confirmed by Customer's Primary Technical Contact.

TekLinks will send Customer a notice of Incident resolution and will close the Trouble Ticket unless Customer objects to such closure within one (1) business day after receipt of the notice. All communications between Customer and TekLinks Technical Support will be in the English language.

- (3) **Support Desk:** TekLinks will cause the Support Desk to be staffed with live technicians to receive and respond to Support Calls Monday through Friday from 7:30 a.m. to 6:00 p.m. ("Support Desk Hours"). TekLinks technicians will respond promptly to Support Calls, open and update Trouble Tickets as appropriate, and attempt to resolve the Incident by telephonic or online troubleshooting using Remote Support where possible. Support Desk technicians will be accessible at hosting@teklinks.com.
- (4) **Remote Support:** TekLinks will make Remote Support for TekLinks Services available at no additional charge during Support Desk Hours. Whenever possible, TekLinks Technical Support technicians will use Remote Support to resolve Incidents. Remote Support requires connectivity to the Device and may require a web browser.
- (5) **After-Hours Support:** Outside Support Desk Hours, and so long as Remote Support is possible and feasible, TekLinks will make After-Hours Support available at no additional charge for receiving and responding to Support Calls with Incident Priorities of Urgent Response and Emergency Response only. If After-Hours Support is requested for Normal Response Incidents, TekLinks reserves the right to bill Customer for such After-Hours Support at its then current hourly rate for TekLinks Technical Support, chargeable in six (6) minute increments, plus reasonable out-of-pocket expenses.
- (6) **Escalation to Hands-On Field Support:** If TekLinks Technical Support determines in its sole discretion that Remote Support is not possible or feasible for a reported Incident, including, without limitation, the occurrence of some event or circumstance that requires the repair, modification, or replacement of any Customer Equipment located at Customer's premises that is Managed by TekLinks for Services, TekLinks Technical Support will classify the Incident as a Hands-On Field Support Incident. TekLinks technicians will notify Customer's Primary Technical Contact promptly upon making a determination that an Incident will be classified as a Hands-On Field Support Incident (an "Escalation Notice"). Upon Customer's Primary Technical Contact's receipt of an Escalation Notice, Customer will have the right to request that all further troubleshooting or work on the Incident be halted and that the Trouble Ticket be closed, without charge (or further charge) to Customer (a "Ticket Cancellation"). If Customer does not notify TekLinks of a Ticket Cancellation, Customer assumes all responsibility for the costs of escalation of the Support Call to Hands-On Field Support Incident status.
- (7) **Hands-On Field Support:** TekLinks will use all commercially reasonable efforts to provide Hands-On Field Support twenty-four (24) hours per day; seven (7) days per week; three hundred sixty-five days (365) days per year. The parties agree that all (a) engineering design services; (b) carrier technologies (MPLS, VPLS, AtoM); and (c) Customer Equipment replacement, repair or upgrade will be performed as Hands-On Field Support. Notwithstanding the foregoing, however, during any warranty period for Customer Equipment, any repair (whether onsite at Customer's premises or otherwise) is the responsibility of the manufacturer, and Customer will arrange for warranty support directly with the manufacturer unless the Customer Equipment is Managed by TekLinks. If requested by Customer during a warranty period, however, even if it is not Managed by TekLinks, TekLinks may assign a Field Engineer to provide Hands-On Field Support, including arranging with the manufacturer for warranty support and testing the Customer Equipment once support has been provided.

TekLinks makes no warranty of response time for Incidents requiring Hands-On Field Support but will use all commercially reasonable efforts to provide a qualified Field Engineer for such purpose in a timely manner. Each Hands-On Field Support Incident shall include a minimum charge of one (1) hour of TekLinks time and thereafter shall be chargeable to Customer in six (6) minute increments. Unless

expressly set forth to the contrary in a Service Agreement for a Service, no free Hands-On Field Support is included with any Service. Hands-On Field Support is available at hourly, block or emergency rates.

Unless a block or emergency rate is separately agreed upon in the Order, Customer agrees to pay for Hands-On Field Support at TekLinks' current hourly rate for TekLinks Technical Support chargeable in six (6) minute increments. Customer acknowledges and agrees that, in the event the resolution of an Incident requires Hands-On Field Support, Customer will be responsible for on-site cooperative testing with TekLinks Technical Support to assist in the diagnosis and correction of such Incident.

Except as expressly set forth in the Master Terms, Hands-On Field Support services do not include any warranty or representation with respect to support, and TekLinks expressly disclaims any warranties related to hardware replacement, software replacement, programming assistance, project management, additional product features or other components of Hands-On Field Support services.

C. Configuration Changes

If expressly provided in the applicable Service Agreement or Order, TekLinks will provide Configuration Change Services as described in this Section. "Configuration Changes" include, without limitation: (a) Internet protocol (IP) changes (e.g., routing, renumbering); (b) ACL modifications; and (c) account administration as reasonably necessary to support the optimal functionality of the Services. If TekLinks determines that a Configuration Change should be performed as a Hands-On Field Service for which Customer will incur additional charges, TekLinks will not implement such Configuration Change unless TekLinks first provides a verbal or written estimate of the cost associated with such work. Any dispute between TekLinks and Customer regarding whether a Configuration Change will be allowed as part of the Service Fees or will be performed as a Hands-On Field Service for which Customer will incur additional charges will be resolved in accordance with the dispute resolution provisions of the Master Terms. Configuration Changes do not include engineering design services, carrier technologies (MPLS, VPLS, AtoM), or Equipment replacements or upgrades, which always will incur additional charges. Configuration Changes are available only on Managed Devices located in a TekLinks facility or TekLinks Equipment deployed at Customer's premises that is Managed by TekLinks. TekLinks has the sole right to determine whether or not to implement any Configuration Change requested by Customer.

D. Maintenance

- (1) **Scheduled Maintenance:** TekLinks will use its best efforts to perform all Maintenance within the weekly "Maintenance Window" that commences on Thursday at 9:00 p.m. and ends on Friday at 5:00 a.m. "Scheduled Maintenance" means any Maintenance or change performed or to be performed during a Maintenance Window. Scheduled Maintenance also includes any Maintenance to be performed by TekLinks at Customer's request, whether or not performed during a Maintenance Window. Customer understands and agrees that during the performance of Scheduled Maintenance, restore operations and Backup operations will not be available. With respect to all planned major changes that could cause disruptions in any Services, not less than two (2) weeks in advance of the applicable Maintenance Window, TekLinks will: (1) provide notice of such changes to Customer by email; and (2) post notice of such changes to the online TekLinks Maintenance Calendar located at <http://www.teklinks.com>. Except as expressly provided in this Section, TekLinks will not be required to provide Customer with any notice of Scheduled Maintenance to be performed during a Maintenance Window. SLAs will not apply during any Scheduled Maintenance.
- (2) **Emergency Maintenance:** TekLinks may perform Maintenance at times other than during a Maintenance Window or such time as is requested by Customer if, but only if, TekLinks has first determined in its commercially reasonable judgment that, in order to prevent a Material Adverse Effect, it would be unreasonable to defer or delay such Maintenance until the next regularly scheduled Maintenance Window ("Emergency Maintenance"). If feasible under the circumstances, TekLinks will use commercially reasonable efforts to provide Customer with twenty-four (24) hours' prior written

notice of the performance of Emergency Maintenance. SLAs will apply during any Emergency Maintenance.

- (3) **Service Outages; Notices:** TekLinks will notify Customer's Primary Technical Contact by e-mail or telephone not less than fifteen (15) minutes after the start of a Service Outage. Customer may designate one (1) additional Authorized Contact to receive telephonic and e-mail notices of Service Outages. In providing any notices contemplated by this Section, TekLinks may rely on the latest contact information in its records for Customer's Primary Technical Contact or other Authorized Contract until such time as TekLinks has actually received updated contact information from Customer in writing. TekLinks is not responsible for its inability to provide notice if Customer has failed to provide current contact information.

E. Support Limitations

TekLinks Technical Support will not be responsible for end-user support of issues not directly related to a TekLinks Service. This includes (but is not limited to) Customer systems, Customer equipment (unless the same is Managed by TekLinks), Customer application support, and requests for assistance related to Customer sales or presales activities, such as completing RFPs.

5. Equipment

A. General

Customer may purchase or lease from TekLinks Equipment necessary to utilize the Services. Any such purchase or lease will be set forth in an Order.

B. Equipment Requirements

- (1) **Required Equipment and Compatible Equipment:** TekLinks will identify the specific Equipment required for use with each Service in the respective Order (the "Required CE"). TekLinks will provide Customer a list of Equipment for purchase or lease that is compatible with the Required CE, provided that TekLinks may modify such list of compatible Equipment at any time from time to time. TekLinks agrees that it will support all Required CE acquired by Customer and included on its list of compatible Equipment in accordance with this Master SL Agreement ("Supported Equipment") and the Equipment Order.
- (2) **End-of-Sale Equipment:** TekLinks reserves the right to classify previously Supported Equipment as "End-of-Sale." When TekLinks has classified previously Supported Equipment as End-of-Sale Equipment, TekLinks will no longer sell or lease such Equipment to Customer even if Customer previously purchased identical previously Supported Equipment. TekLinks will fully support End-of-Sale Equipment for not less than twelve (12) months following its classification as End-of-Sale Equipment.
- (3) **End-of-Life Equipment:** TekLinks reserves the right to reclassify any End-of-Sale Equipment as End-of-Life Equipment at any time following twelve (12) months after such Equipment had been first classified as End-of-Sale Equipment. When TekLinks has reclassified End-of-Sale Equipment as End-of-Life Equipment, TekLinks will no longer sell, lease, or support such Equipment. TekLinks will give Customer not less than sixty (60) days' prior written notice of its intent to reclassify any Equipment as End-of-Life Equipment. If Customer has Equipment that has been classified as End-of-Life Equipment TekLinks reserves the right to upgrade to supported Equipment at Customer's expense in order to provide Service to Customer. TekLinks does not relinquish this right even if Equipment was sold to Customer by TekLinks.

C. Equipment Configuration

Customer is responsible for all Customer Equipment configuration changes requested or implemented by Customer and not specifically outlined in this Master SL Agreement, any Order, or any Service Agreement. Customer is responsible for any Customer Equipment modifications necessary to accommodate a Service.

D. Equipment Failure/Hardware Replacement

Unless a Vendor's warranty applies or Customer has purchased for Customer Equipment a warranty, extended warranty or other similar arrangement from TekLinks, Customer is responsible for and will cover the cost of any failure of Customer Equipment. No such failure of Customer Equipment will excuse Customer's performance under any Service Agreement or Order.

TekLinks is responsible for and will cover the cost of the maintenance or replacement of its Back-End Infrastructure hardware and components. In the event of a failure of such hardware or hardware components, TekLinks will provide replacements from TekLinks' inventory, if available. If replacement hardware is not available in TekLinks inventory, TekLinks will arrange for replacements from the Vendor and TekLinks will not be excused from any failure to meet SLAs by which TekLinks is bound under this Master SL Agreement or any Service Agreement.

6. Service Level Agreements

A. General

The Services will be subject to the SLA obligations, requirements, and standards ("SLA Goals") set forth in this Section, and Customer may be entitled to credits ("SLA Credits") if TekLinks fails to meet the applicable SLA Goals. TekLinks understands and agrees that Customer's losses incurred as a result of TekLinks' noncompliance with certain SLA Goals would be difficult or impossible to calculate. Accordingly, the parties agree that the SLA Credits are a reasonable estimate of damages for any such noncompliance and not a penalty. Customer must at all times cooperate with TekLinks in testing, determining, and verifying that a qualifying Service Outage or a deterioration or degradation of Services has occurred. TekLinks will initially determine, in its commercially reasonable discretion, whether a Service Outage has occurred and an SLA Credit is due to Customer. Any dispute between TekLinks and Customer regarding whether a Service Outage has occurred or whether an SLA Credit is due to Customer will be resolved in accordance with the dispute resolution provisions of the Master Terms.

B. SLA Credit Request Process and Limitations

In order to receive SLA Credits, Customer's Primary Technical Contact must immediately notify TekLinks Technical Support of an Incident with a TekLinks Service that results in a Service Outage or the interruption, deficiency, degradation, delay of, or other inability of Customer to access, the Service (collectively, a "Service Degradation"). A Service Outage or Service Degradation does not include Customer's inability to access such Service for any period during which Scheduled Maintenance is being performed.

TekLinks Technical Support will open a Trouble Ticket, investigate the Incident and inform Customer whether the Incident is a Service Outage or Service Degradation for which Customer may be entitled to a SLA Credit. Customer may submit a written request to TekLinks Technical Support not later than thirty (30) days following receipt of such notice to issue the SLA Credit. The appropriate SLA Credits to be reflected on Customer's bill for the Service within the next two (2) succeeding billing cycles.

In any calendar year, Customer's aggregated SLA Credits may not exceed, for any Service, an amount equal to three (3) months' of Monthly Service Fees for the affected Service. In any billing month, SLA Credits may not exceed, for any Service, fifty percent (50%) of the Monthly Service Fee for the affected Service for such month.

For purposes of calculating SLA Credits under this Section, the "Monthly Service Fee" will mean the monthly recurring charge for such Service as reflected on Customer's monthly invoice from TekLinks, excluding, in all cases: (a) all one-time charges; and (b) the monthly recurring charge attributable to TekLinks Equipment for such Service. SLA Credits are exclusive of any applicable Taxes charged to the Customer or collected by TekLinks.

C. Global SLA Exclusions

SLA Goals will not apply with respect to, and TekLinks will not be responsible for failure to meet an SLA Goal resulting from:

- (a) Misconduct of Customer or the Users of a Service;
- (b) Failure or deficient performance of electrical power, Customer Equipment, or services or systems not provided by TekLinks;
- (c) Delay solely caused or requested by Customer;
- (d) Services Outages or Service Degradations due to any access lines, cabling or equipment provided by third parties not under TekLinks' control;
- (e) Services Outages or Service Degradations during any period in which TekLinks or its representatives are not afforded access to Customer's premises where access lines associated with Service are terminated or TekLinks Equipment is located;
- (f) Services Outages or Service Degradations during any period when a hardware component required for a Service is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer Order, or by Customer's staff;
- (g) Contrary to TekLinks' recommendation, Customer's election not to release a hardware component required for a Service for testing or repair and, instead, to continue using the hardware component;
- (h) Force Majeure Events as described in the Master Terms;
- (i) Customer's failure to provide a suitable secure environment for Customer Equipment required for a Service, including, but not limited to, secure mounting and racking and appropriate cooling and air handling;
- (j) Services Outages or Service Degradations caused by Customer Equipment, configuration, routing event, or technology not Managed by TekLinks; and
- (k) Customer's failure to adhere to any material TekLinks-recommended configurations on Customer Equipment not Managed by TekLinks.

In addition, SLA Credits will not apply: (i) if Customer is entitled to other available credits, compensation or remedies from TekLinks under the applicable Service Agreement for the same Service Outage or Service Degradation; (b) to Service Outages or Service Degradations not reported or confirmed by Customer's Primary Technical Contact to TekLinks; (c) where Customer reports a Service Outage or Service Degradation, but TekLinks after diligent, good faith effort cannot confirm such Service Outage or Service Degradation; and (d) when (but only to the extent) the Service with respect to which a Service Outage or Service Degradation is reported depends on another Service that subjects TekLinks to a less onerous SLA Goal.

If Customer elects to use another provider or method to restore Service during the period of a Service Outage or Service Degradation, Customer must pay the charges of such other provider for the alternative Service used.

D. SLA Classifications and SLA Goals

The following Service Availability and Service Performance SLA Goals and SLA Credits are applicable unless a Service Agreement expressly makes them inapplicable to a Service. Other SLA Goals and any applicable SLA Credits tied to such SLA Goals are set forth in each Service Agreement, if applicable.

Service Availability SLAs

"Service Availability" SLAs will apply only to Service Outages with respect to which a Service is completely unavailable. If TekLinks Technical Support confirms that the Service is one hundred percent (100%) unavailable, the Service Outage will be categorized as a Service Availability Incident and all SLA Credits and other remedies applicable to Service Availability will apply. Any SLA Credits and remedies not specifically defined as associated with Service Availability will not apply to the applicable Service Availability Incident. Any dispute between TekLinks and Customer regarding the classification of a Service Outage as a Service Availability Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Goal	Remedy
99.99% availability ~ 4.32 minutes downtime monthly	Each hour or portion thereof that a Service is unavailable above the SLA Goal qualifies Customer for a credit of five percent (5%) of Monthly Service Fee up to a maximum of fifty percent (50%) of Monthly Service Fee for affected Service.

Service Performance

"Service Performance" SLAs will apply to Service Degradations. If TekLinks Technical Support determines that the Service is available albeit with performance degradation, the Incident will be categorized as a Service Performance Incident and all SLA Credits and other remedies applicable to Service Performance will apply. Any SLA Credits or remedies not specifically defined as Service Performance SLAs will not apply to the Incident. Service Performance SLA Credits will not be allowed more than once for any one specific Service Performance Incident. Any dispute between TekLinks and Customer regarding the classification of a Service Outage as a Service Performance Incident will be resolved in accordance with the dispute resolution provisions of the Master Terms.

Other SLAs

The following SLA Goals, if applicable, and any corresponding SLA Credits, if any, apply whenever a specific SLA Goal specified in a Service Agreement has not been met. Notwithstanding any provision in this Master SL Agreement, the Master Terms, or any Service Agreement to the contrary, such SLA Credits may qualify for consideration even when Service Availability or Service Performance SLA Credits are requested against the same Service Outage or Service Degradation.

Initial Incident Response

The "Initial Incident Response" SLAs will be measured from the time Customer places a Support Call to TekLinks Technical Support to the time TekLinks Technical Support responds with respect to the underlying Incident by either telephone or e-mail. Resolution of the Incident will not be considered to be part of this SLA Goal.

Incident Priority	Goal
1: Emergency Response	1 hour
2: Urgent Response	2 hours
3: Normal Response	24 hours

Incident Resolution / Service Repair Objective

The "Incident Resolution / Service Repair Objective" SLAs will be measured from the time Customer places a Support Call to TekLinks Technical Support to the time the underlying Incident has been resolved or a suitable workaround is in place to restore the affected Service substantially to its normal performance. The Incident Resolution / Service Repair Objective SLA will be measured on an Incident-by-Incident basis and is stated as the Mean Time to Recovery ("MTTR") of the affected Service.

Incident Priority	Goal
Emergency Response	4 hours (6 hours for TekLinks Equipment located at Customer's premises)
Urgent Response	8 hours
Normal Response	48 hours

Equipment Replacement

The "Equipment Replacement" SLA is measured as the MTTR of the affected Equipment. In the event of a failure of Equipment or components provided by TekLinks, if any, the MTTR will be determined by the associated Incident Priority assigned by TekLinks. If the replacement Equipment is not readily available from TekLinks inventory, MTTR begins at the time TekLinks takes possession of said replacement Equipment. For Customer Equipment, MTTR starts at such time TekLinks receives the replacement Equipment from Customer and/or Vendor.

Monitoring

The "Monitoring" SLA is measured from the time a Service Outage is detected by TekLinks Monitoring systems until such TekLinks Technical Support reports such Service Outage to Customer by telephone or e-mail. The Monitoring SLA will be met when Customer's Primary Technical Contact or other Authorized Contact is notified by telephone call or e-mail from TekLinks Technical Support pursuant to the Notifications Section of this Master SL Agreement. Receipt of the notification by Customer or lack of receipt will not be considered to be part of the SLA Goal.

Provisioning

For purpose of any "Provisioning" SLAs, the duration of Provisioning with respect to any Service shall commence on the date the relevant Order is signed by Customer and shall end when the Service is fully functional and accessible by Customer.

7. Definitions

As used in this Master SL Agreement, the following terms have the following meanings:

Back-End Infrastructure: The back-end hardware, other Equipment, cabling, rack space, switching/routing/network infrastructure, application software and operating software running in TekLinks Data Center that allows it to provide the Services.

Backup: A data backup is the result of copying or archiving files and folders for the purpose of being able to restore such files and folders in case of data loss occurring, for example, as a result of computer viruses, hardware failures, file corruption, fire, flood, or theft.

Data Center: The physical space within the TekLinks facility that houses the Back-End Infrastructure used to provide Services.

Device: Customer servers, desktop computers, tablets, smartphones or other Customer owned or provided Equipment used by Customer to receive the Services that are under Management by TekLinks.

Equipment: Servers, desktop computers, routers, switches, hardware and other peripherals and components deployed to provide or enable the Service. Equipment may be owned or leased by TekLinks ("TekLinks Equipment") or Customer ("Customer Equipment").

Field Engineer: A TekLinks engineer who provides TekLinks Technical Support Services at Customer's premises (as opposed to remotely).

Front-End Infrastructure: Front-end, User-side servers, desktop computers, routers, switches, other Equipment, application software and operating system software deployed to allow Users to access the applicable Service.

Hands-On Field Support: Technical support provided by a Field Engineer on site at Customer's premises in response to a request for TekLinks Technical Support that cannot be handled by Remote Support.

Impact: The effect an Incident is having on Customer, the Customer Organization or Customer's ability to conduct its normal and customary operations. Impact, for the purpose of obtaining or providing TekLinks Technical Support, will be measured in three levels: (i) "Low" – Limited direct impact on major business processes; (ii) Medium – Business is degraded, but there is a workaround acceptable to Customer; and (iii) High – Major business processes are stopped.

Incident Priority: The priority assigned to a Support Call and the underlying Incident.

Maintenance: Any planned or emergency activity performed by TekLinks in connection with an application or installation of fixes, patches, updates or revisions to any system, Service, Device or Equipment that is used by TekLinks to Provide a Service, or the implementation, routine or otherwise, of repairs, corrections or modifications thereof.

Maintenance Window: The period described in Section 4.D. of this Master SL Agreement.

Material Adverse Effect: Any material degradation, delay, diminution, or disruption of any Service.

Managed (Manage; Managing): The state applicable to (a) Services for which TekLinks maintains administrative control over the Front-End Infrastructure; (b) TekLinks Equipment deployed at Customer's premises for which TekLinks maintains administrative control; and (c) Customer Equipment collocated at the Data Center, for which Customer has non-administrative, User-level access. TekLinks is responsible for applying any and all patches, firmware updates, and "fixes" as deemed necessary. Managed Service includes Monitoring, maintaining event logs, up-to-date antivirus and infrastructure-level system Backups for the purposes of Service availability and disaster recovery of the Back-End Infrastructure and the Front-End Infrastructure only. Managed Service does not include User-data or application-data Backups.

Monitored (Monitor; Monitoring): Services for which TekLinks keeps the Service and/or Customer's Front-End Infrastructure under systematic review based on alert thresholds dictated by Customer. Customer is responsible for providing a list of what is to be Monitored and a list of individuals to whom alerts should be delivered. TekLinks communicates results to Customer's Primary Technical Contact on a scheduled basis. TekLinks does not take action on alerts generated by Monitoring.

Organization: A set of Users of a Service defined by Customer. An Organization typically includes every employee of an individual company obtaining a Service.

Provision (Provisioning): The process by which TekLinks obtains goods, equipment, and services necessary for TekLinks to provide a Service to Customer.

Service Agreement: A written agreement between TekLinks and Customer setting forth the specific terms and conditions applicable to particular Services (as opposed to those generally applicable to all Services) identified in the applicable Order. TekLinks Service Agreements are found at <http://www.teklinks.com>.

Service Outage: A condition in which a User is completely deprived of a Service (or multiple Services) for at least fifteen (15) consecutive minutes due to a failure of a system, Device, operating system, circuit or service which is Managed or under the direct control of TekLinks for at least fifteen (15) consecutive minutes. This does not apply to outages during scheduled Maintenance Windows.

Severity: The scope of Users affected by an Incident. Severity, for the purpose of obtaining or providing TekLinks Technical Support, is measured in three levels: (i) "Low" – One User or a small group of Users are affected; (ii) "Medium" – A Customer department or a large group of Users is affected; and (iii) "High" – All or substantially all Users are affected.

User: Refers, with respect to a given Service, to an individual authorized by Customer to utilize such Service.

Vendor: A third party manufacturer, supplier or vendor.

(End of Master Service Level Agreement)

Councilman Jackson made a motion to approve the quote from TekLinks regarding upgrading to the Ethernet Internet service and SIP voice service for a telephone upgrade as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE", Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

Next for consideration were several agreements with Cable One Business to upgrade internet service at various locations as recommended by Stephen Newell, MIS Director. The locations are City Hall, Police Department Training Academy, Bayou Casotte Fire Station, Lake Fire Station, Senior Center, and the Nature Center. City Hall and Police Department Training Academy will receive 200 Mb/s down / 20Mb/s up service at \$255.00/month while the remaining sites will receive 100 Mb/s down / 10Mb/s up service at \$110.50/month. Currently, all six locations are on 8 Mb/s down and 3 Mb/s up service for \$110.00/month.

After discussion, Councilman Jackson made a motion to authorize the City Manager to sign the necessary agreements with Cable One Business to upgrade the internet service at City Hall, Police Department Training Academy, Bayou Casotte Fire Station, Lake Fire Station, Senior Center, and the Nature Center as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 Urban Youth Corps Program FY2016 Application and Order Establishing Willingness to Participate Transportation Enhancement – Urban Youth Corps Program as recommended by Jen Dearman, Community and Economic Development Director.

The Order is spread on the minutes as follows:

**ORDER ESTABLISHING WILLINGNESS TO PARTICIPATE
TRANSPORTATION ENHANCEMENT – URBAN YOUTH CORPS PROGRAM**

WHEREAS, the City of Pascagoula has been selected by the Mississippi Department of Transportation to participate in the Urban Youth Corps Program for over a decade; and

WHEREAS, the City Council authorizes the application to the Mississippi Department of Transportation Fiscal Year 2016 Transportation Enhancement Urban Youth Corps Program; and

WHEREAS, the City will provide a summer work program including life skills and on-the-job training for participants 16 through 25 years of age; and

WHEREAS, landscaping and scenic beautification projects within highway rights-of-way are eligible activities under the Program; and

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:

If awarded funding, the City will participate in the Program according to its terms and conditions, to ensure Federal and State Rules and Regulations are followed.

Councilman Jackson made a motion to adopt the above Order and authorize the Mayor to execute the related documents as recommended. The motion was seconded by Councilman Tadlock, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”.
(Approved 3-15-16)

(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 reject all received Requests for Qualifications (RFQs) due to a procedural error for the City Website Design, Development and Hosting Project and authorize the City Clerk to re-advertise for RFQs as recommended by Anne Pitre, Public Relations Specialist.

Councilman Jackson made a motion to reject all received Requests for Qualifications (RFQs) for the City Website Design, Development, and Hosting Project and authorize the City Clerk to re-advertise for RFQs as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 postage funds of \$3,000.00 for City Hall for the direct debit/postage-on-call meter setting service with Neo-Post as recommended by Brenda Reed, Asst. City Clerk.

Councilman Jackson made a motion to approve was a request for postage funds of \$3,000.00 for City Hall for the direct debit/postage-on-call meter setting service with Neo-Post as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

The following new business items were considered:

The first item was an appointment to the Pascagoula Public Library Board of Trustees as presented by Joe Huffman, City Manager. Carol Lewis-Jones' term on the board will expire on April 4, 2016. She has agreed to serve another five year term if reappointed by the City Council. The new term period will be April 5, 2016, to April 4, 2021.

Councilman Pickett made a motion to reappoint Carol Lewis-Jones to a five-year term on the Pascagoula Library Board of Trustees effective April 5, 2016. 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 3-15-16)

The next item for consideration was an Order regarding the state of emergency as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

ORDER TERMINATING STATE OF EMERGENCY

WHEREAS, on or about the 10th day of March, 2016, Mayor Harry J. Blevins issued a proclamation declaring a state of emergency in the City of Pascagoula due to approaching inclement weather; and

WHEREAS, on the 10th day of March, 2016, the City Council ratified the Mayor’s proclamation through the date of March 15, 2016; and

WHEREAS, the state of emergency has now passed and the need for such status is no longer required for the safe and orderly conduct of City business:

NOW, THEREFORE, BE IT ORDERED that the state of emergency as proclaimed by the Mayor on the 10th day of March, 2016, be and the same is hereby terminated.

The above Order 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 Order adopted on the 15th day of March, 2016.

The next item for consideration was an Order for credits for overpayments of utility accounts incurred pursuant to Ordinance 1-2016 as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

**ORDER AUTHORIZING CREDITS FOR OVERPAYMENTS
OF UTILITY ACCOUNTS INCURRED
PURSUANT TO ORDINANCE 1-2016**

WHEREAS, on the 5th day of January, 2016, the City Council approved Ordinance 1-2016, amending Ordinance 86-46 of the Municipal Code to increase sewer demand charges for the purpose of off-setting increases charged to the City by the Jackson County Utility Authority (JCUA); and

WHEREAS, the aforesaid Amended Ordinance went into effect with the second utility billing cycle in the month of February, 2016; and

WHEREAS, it has now been determined that the revised sewer demand charges will generate funds in excess of that which is needed to off-set the JCUA increases; and

WHEREAS, it was not the intent of the City Council to generate these excess funds; and
WHEREAS, the City Council anticipates approving a new ordinance to correct this situation and prevent further over-payments by the utility customers:

NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:

SECTION 1. The City Clerk/Comptroller is ordered and directed to provide credits on the accounts of each utility customer for any and all over-payments, including any late fees, incurred as a result of the adoption of Ordinance 1-2016.

SECTION 2. Such credits shall be allowed until such time as an ordinance revising the sewer demand charges becomes effective.

SECTION 3. The City Clerk/Comptroller shall, as soon as reasonably possible, provide the City Council with an accounting of all credits given pursuant to this Order.

The above Order was introduced by Councilwoman Simkins, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 15th day of March, 2016.

Next for consideration was an Ordinance regarding utility rates as recommended by Eddie Williams, City Attorney.

The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 3-2016
CITY OF PASCAGOULA, MISSISSIPPI**

AN ORDINANCE TO AMEND SECTION 86-46 OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI (WHICH ORDINANCE WAS AMENDED BY ORDINANCE 1-2016 PASSED BY THE CITY COUNCIL ON JANUARY 5, 2016); TO REVISE THE SEWER DEMAND CHARGES FOR ALL ACCOUNTS; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

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

SECTION 1. Section 86-46 of the Code of Ordinances is hereby amended to provide as follows:

- (a) For water service, a monthly demand charge shall be assessed to all customers based on the size of the meter of each customer in accordance with the following schedule:

(1) *Within the city limits.*

Meter size (inch)	Rate
5/8"	\$7.45
3/4	\$14.88
1	\$22.33
1½	\$37.21
2	\$59.51
3	\$118.97
4	\$223.02
6	\$356.80
8	\$624.32

- a. If a meter serves a building or apartment complex containing more than one dwelling unit, the demand charge, instead of the above, shall be the number of dwelling units served by the meter multiplied by \$7.45. If the building or apartment complex receives a permit for renovations from the building department, the demand charge will be reduced by the total number of units being renovated multiplied by \$7.45, during the renovation. As each unit receives a certificate of occupancy (CO), the building department will notify the utility billing office, advising of the number of units covered by the CO. The demand charge will then be adjusted to include the renovated units.
- b. If a meter serves a mobile home park containing more than one mobile home space, the demand charge, instead of the above, shall be the number of mobile home spaces served by the meter multiplied by \$7.45.

(2) *Without the city limits.*

Meter size	Rate

(inch)	
5/8"	\$11.18
3/4	\$22.34
1	\$33.52
1½	\$55.86
2	\$88.98
3	\$177.65
4	\$335.15
6	\$536.24
8	\$937.06

- a. If a meter serves a building or apartment complex containing more than one dwelling unit, the demand charge, instead of the above, shall be the number of dwelling units served by the meter multiplied by \$11.18. If the building or apartment complex receives a permit for renovations from the building department, the demand charge will be reduced by the total number of units multiplied by \$11.18, during the renovation. As each building receives a certificate of occupancy (CO), the building department will notify the utility billing office, advising of the number of units covered by the CO. The demand charge will then be adjusted to include the renovated units.
 - b. If a meter serves a mobile home park containing more than one mobile home space, the demand charge, instead of the above, shall be the number of mobile home spaces served by the meter multiplied by \$11.18.
- (b) In addition to each of the monthly charges for customers both within and without the City, each customer shall be charged for water used at a rate of \$2.94 per 1,000 gallons.
 - (c) When a customer within the city submits a written request to fill a swimming pool, the commodity rates in paragraphs (b) shall be charged, but no sewer charge shall be made. In addition, there shall be collected from each person requesting a swimming pool be filled a service charge in the amount of \$78.75 to fill such a pool in normal working hours; outside normal working hours the service charge shall be \$183.75.
 - (d) Unless otherwise provided by the city council, all water furnished by the city shall be metered and paid for in accordance with the above rates. To unlawfully obtain and

receive water or sewer service without payment therefor shall be punishable as a misdemeanor.

- (e) Each commercial customer, who receives sewer service, whether within or without the city, shall pay a monthly sewer demand charge of \$38.14, plus \$3.60 per 1,000 gallons of water consumed. Each non-commercial customer, who receives sewer service, whether within or without the city, shall pay a monthly sewer demand charge of \$29.39, plus \$3.60 per 1,000 gallons of water consumed. If a person has sewer service but no city water service the city manager shall prescribe a monthly rate for such use based on the volume and content of the sewage placed in the sewer system.
- (f) Prior to the beginning of each fiscal year, the rates provided in this section shall be reviewed to determine if they are sufficient to provide the revenue for necessary operational and maintenance expenses and capital improvements for the water supply system.

SECTION 2. The new rates provided for herein shall be charged beginning with the second billing cycle in the month of March, 2016.

SECTION 3. Inasmuch as this amendment is being done to correct an error in a previous amendment (Ordinance 1-2016) to this ordinance regarding sewer demand charges, and so that the benefits hereof may be realized as soon as possible, this ordinance shall take effect upon passage.

The above Ordinance was introduced in writing by Councilman Pickett, seconded for adoption by Councilman Jackson, and received the following vote: Mayor Blevins voted "AYE", Councilman Hill voted "AYE", Councilman Jackson voted "AYE", Councilman Pickett voted "AYE", Councilwoman Simkins voted "AYE", Councilman Tadlock voted "AYE", and Councilman Tipton voted "AYE".

Passed this the 15th day of March, 2016.

APPROVED:

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

ATTEST:

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

(S E A L)

The next item for consideration was a request to advertise the resources of the City through the Moss Point-Jackson County Branch of the National Association for the Advancement of Colored People – Annual Freedom Fund Banquet 2016 as presented by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972. Individual tickets are \$40.00 each or a table for eight is \$320.00.

Councilwoman Simkins made a motion to approve advertising the resources of the City through the Moss Point-Jackson County Branch of the National Association for the Advancement of Colored People – Annual Freedom Fund Banquet 2016 by sponsoring a table for eight for \$320.00. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 3-15-16)

The next item for consideration was a Resolution for the acceptance of real property as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING ACCEPTANCE
OF DONATION OF REAL PROPERTY**

WHEREAS, the City Council has been advised by Counsel for the City that Thomas C. Sweetser and Kathleen A. McGlynn, owners of certain property located on the north side of Beach Blvd. and the south side of Washington Avenue, as described in the attachment hereto, are desirous of conveying the same to the City free and clear of any liens; and

WHEREAS, Counsel for the City has caused a title examination to be made of the subject property and has determined, through that examination, that in fact the property is free and clear of any liens other than prorated ad valorem taxes for the year 2016, which will not be due and payable until January 1, 2017; and

WHEREAS, the City Council finds that it would be in the best interest of the citizens of this community that this donation be accepted for the use of the subject property for the public good; and

WHEREAS, the City Council is indeed grateful to Mr. Sweetser and Ms. McGlynn for this donation for the benefit of our community:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Pascagoula hereby accepts a donation of the real property, described in the attachment hereto, from Thomas C. Sweetser and Kathleen A. McGlynn.

SECTION 2. Title to the subject property must be conveyed to the City free and clear of any liens with the exception of the prorated ad valorem taxes for the year 2016, which will not be due and payable until January 1, 2017, and the conveyance must be made by general warranty deed.

SECTION 3. The Mayor is hereby authorized by the City Council to accept this conveyance as a donation on behalf of the City and to have the same duly recorded in the Land Deed Records of Jackson County, Mississippi.

The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 15th day of March, 2016.

The next item for consideration was Task Order No. 060 with Compton Engineering, Inc., Pascagoula, MS, regarding the 14th Street bridge approach settlement investigation and remediation as recommended by Jaci Turner, City Engineer. Ms. Turner briefed the Council on the situation and urgency for work to begin.

Councilman Tadlock made a motion to approve Task Order No. 060 with Compton Engineering, Inc. regarding the 14th Street bridge approach settlement investigation and remediation as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 Resolution making a determination that a certain product is a single-source item as recommended by Jaci Turner, City Engineer.

The Resolution is spread on the minutes as follows:

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PASCAGOULA MAKING A DETERMINATION
THAT A CERTAIN PRODUCT IS A SINGLE-SOURCE ITEM
AND AUTHORIZING THE CITY MANAGER TO
EFFECT PURCHASE OF SAME.**

WHEREAS, the City Council has been advised by the City Engineer that an emergency situation exists with respect to the 14th Street overpass due to the subsidence of the soil beneath the approach ramp on the south end of the bridge; and

WHEREAS, immediate repair of the subsidence problem is needed in order to protect citizens traveling along the bridge and so that the same may remain open for emergency vehicles as well as the general flow of traffic; and

WHEREAS, the City Engineer has advised the City Council that it is necessary to purchase a product known as "Uretek" from Uretek USA, which product consists of an expanding polyurethane material used to underseal and raise slabs and pavements and increase the bearing capacity of soils and which will be used to remedy the subsidence situation on the south end of the 14th Street overpass; and

WHEREAS, at present, it is not known what quantity of this material will be needed but the cost is expected to exceed \$100,000.00; and

WHEREAS, there is attached hereto a letter from Robert D. Emfinger of Uretek Holdings, Inc. asserting that the product in question is in fact a single-source item; and

WHEREAS, Section 31-7-13(m)(viii) of the Mississippi Code exempts single-source items from the bid laws, but requires the governing authority to make a determination, spread upon its minutes, that the item in question is in fact a single-source item:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The statements set forth in the foregoing preambles are found to be true and accurate statements of facts.

SECTION 2. The City Council does hereby find that the product known as "Uretek" is in fact a single-source item and that the same is needed for the remediation of the subsidence issue under the 14th Street overpass and, as such, no bidding is necessary for this material.

SECTION 3. The City Council does hereby authorize the City Manager to purchase whatever quantities of this product that may be needed to correct the subsidence problem at the 14th Street overpass.

The above Resolution 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 Resolution adopted on the 15th day of March, 2016.

Additional information is spread on the minutes as follows:



The URETEK Method™
Deep Injection™

April 21, 2015

Ms. Jaci Turner
City Engineer
City of Pascagoula
4015 14th Street
Pascagoula, MS 39567

Dear Ms. Turner:

This is to certify that URETEK USA, Inc. is the sole licensee for The URETEK Deep-Injection process in the United States of America. This process uses expanding polyurethane materials to underseal and raise slabs/pavements and increase the bearing capacity of soils by densification to depths of 30 feet and beyond. United States Patent Number 6,634,831 B2 protects this process.

Our Hydro-insensitive formulation of high-density polyurethane used in the above processes, URETEK 486 Star, is also protected by United States Patent Number 6,521,673.

The Patented URETEK processes and URETEK 486 Star material are available only from URETEK USA, Inc., headquartered in Tomball, Texas. URETEK USA, INC. has granted the license to the URETEK processes and URETEK 486 Star material for use in the State of Mississippi to URETEK Holdings, Inc. Therefore, in the State of Mississippi URETEK processes and material are available only from URETEK Holdings, Inc. and URETEK USA, Inc.

We appreciate the opportunity to propose our solution to your pavement and infrastructure problems and look forward to working with you.

Sincerely,

URETEK Holdings, Inc.

Robert D. Emfinger



URETEK Holdings,
Inc.
482 Hannah Road
Newnan, GA 30263

(888) 621-7533
Fax (630) 839-0761
www.uretekicr.com

Controlling Concrete Lifting & Soil Stabilization

Jaci Turner, City Engineer, led a discussion regarding Waste Pro and stated the current contract will expire on June 19, 2016. It includes a 90-day notice to terminate. The Council considered options to renew the contract or advertise for Request for Proposals. A lengthy discussion followed.

Councilwoman Simkins made a motion to authorize the City Manager to notify Waste Pro that the City of Pascagoula would like to exercise its 90-day option to terminate the current contract and advertise for Request for Proposals for garbage collection. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "NAY". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

The next item for consideration was Budget Amendment No. 16.13 in the Community Development Fund for the CDBG Grant as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 16.13 March 15, 2016			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Community Development Fund</u>			
-	-	-	-
- <u>Revenues:</u>	-		-
- <u>Grants:</u>			-
BB Jennings Park Improvements 2015	-	13,000	13,000
I.G. Levy Park Improvements 2015	-	8,000	8,000
Round Island Lighthouse ADA 2015	-	50,000	50,000
MCC Park ADA Access Imprmts. 2015	-	10,000	10,000
Riverfront Dock 2015	-	80,381	80,381
Public Service Funding 2015	-	30,000	30,000
General Administration 2015	-	30,000	30,000

Total Revenues	-	221,381	221,381
<u>Expenditures:</u>			
<u>Community Development:</u>			
<u>Other Services & Charges:</u>			
- BB Jennings Park Improvements	-	13,000	13,000
- I.G. Levy Park Improvements 2015	-	8,000	8,000
- Round Island Lighthouse ADA 2015	-	50,000	50,000
- MCC Park ADA Access Imprmts 2015	-	10,000	10,000
- Riverfront Dock 2015	-	80,381	80,381
- Public Service Funding:			
- Catholic Social & Comm. Services	-	9,000	9,000
- Singing River Health System	-	7,000	7,000
- Salvation Army	-	7,000	7,000
- Gulf Coast Women's Ctr. For NV	-	7,000	7,000
- General Administration	-	30,000	30,000
-			
Total Expenditures	-	221,381	221,381
Net Change in Fund Balance - Community Development Fund		-	
To amend budget to provide expenditure authority for FY 2015 CDBG Grant and the related grant revenue as approved by Council on December 15, 2015.			

Councilman Tadlock made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

The next item for consideration was Task Order No. 044 (REV1) with Compton Engineering, Inc., Pascagoula, MS, for the Pascagoula Riverfront Boat Dock Permitting Project as recommended by Jen Dearman, Community and Economic Development Director.

Councilwoman Simkins made a motion to approve Task Order No. 044 (REV1) with Compton Engineering, Inc. for the Pascagoula Riverfront Boat Dock Permitting Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

(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 Request for Proposals for the 2016 CDBG Administrative Services as recommended by Jen Dearman, Community and Economic Development Director.

Councilwoman Simkins made a motion to authorize the City Clerk to advertise for Request for Proposals for the 2016 CDBG Administrative Services as presented and recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

The next item for consideration was a Resolution regarding the Mississippi Historic Tax Credit as recommended by Jen Dearman, Community and Economic Development Director.

The Resolution is spread on the minutes as follows:

**RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE
TO AUTHORIZE ADDITIONAL FUNDING AND EXTEND THE DEADLINE
FOR THE MISSISSIPPI HISTORIC TAX CREDIT**

Whereas, the state of Mississippi has an important architectural legacy dating back to the late 1700s; and

Whereas, these well-crafted, beautifully designed historic buildings have an important story to tell about the history of our state; and

Whereas, in 2006 the Mississippi Legislature enacted a 25% state historic tax credit intended to promote private investment in historic properties with the goal of stimulating job growth, increasing the tax base and revitalizing communities; and

Whereas, in addition to bringing new life to buildings in Mississippi's downtowns, the state tax credit is the only financial incentive available for historic homeowners; and

Whereas, as stated in the August 2015 report entitled *The Economic and Fiscal Effects of the Mississippi Historic Preservation Tax Incentives Program, An Overview For Decision-Makers*, authored by the Mississippi State University, John C. Stennis Institute of Government, the state historic tax credit has been used to rehabilitate 252 historic structures; and

Whereas, the state historic tax credit has stimulated a total of approximately \$299 million dollars in local, qualified, non-acquisition related historic rehabilitation construction expenditures between 2007 and 2015; and

Whereas, these construction related expenditures have generated approximately 5,573 full-time equivalent jobs, with an income to workers of \$148,478,800, thereby leveraging approximately \$2.48 of labor income for every dollar the state of Mississippi has invested in the historic tax credits; and

Whereas, the economic effects of construction spending on historic rehabilitation projects that have been incentivized by the state tax credit have created \$432.5 million in total economic output, thereby leveraging \$5.71 of economic activity; and

Whereas, in addition to the economic benefits that have resulted from the state historic tax credit, many historic buildings that would have been lost have now been restored for use by future generations of Mississippians; and

Whereas, the \$60,000,000 aggregate cap for the state tax credit has been reached, leaving this popular and effective incentive program without funding; and

Whereas, the current deadline to qualify for the program is December 31, 2017; and

Whereas, the Mississippi Legislature is considering legislation, namely House Bill 352 and Senate Bill 2065, during the 2016 legislative session that would increase the aggregate cap to \$100,000,000, which is an increase of \$40,000,000, and extend the qualifying deadline to December 31, 2031.

Therefore, be it resolved that the City of Pascagoula respectfully request the Mississippi Legislature to enact legislation that would increase funding and extend the qualifying deadline for the Mississippi Historic Tax Credit.

The above Resolution was introduced by Councilwoman Simkins, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilman Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 15th day of March, 2016.

The next item for consideration was an Order for Docket of Claims for March 15, 2016, as follows:

ORDER

WHEREAS, the attached docket of claims for the period of February 26, 2016, through March 11, 2016, has been presented to the City Council for allowance and approval;

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

<u>February 02, 2016</u>		<u>Claim 02-02-01</u>
010	General Fund	\$ 482,820.64
400	Pascagoula Utilities	<u>21,506.59</u>
	Total	<u>\$ 504,327.23</u>

<u>February 16, 2016</u>		<u>Claim 02-16-02</u>
010	General Fund	\$ 481,950.69
400	Pascagoula Utilities	<u>21,446.55</u>
	Total	<u>\$ 503,397.24</u>

<u>Miscellaneous Claim</u>		<u>Claim 02-03</u>
1000	City Share FICA	\$ 48,698.83
1100	City Share Medicare	11,389.23
7000	City Share PERS	<u>125,732.91</u>
	Total	<u>\$ 185,820.97</u>

WHEREAS, it appears that all of said claims are proper and should be allowed;
NOW, THEREFORE, IT IS ORDERED that all claims shown on said dockets are hereby allowed and approved for payment.

The above Order was introduced by Councilman Jackson, seconded for adoption by Councilman Pickett, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 15th day of March, 2016.

Councilman Tadlock commented that a lot of time was spent on several topics tonight. He expressed appreciation to the City staff members who have worked hard on these items.

Mayor Blevins stated the Council has had to deal with a lot of difficult issues tonight. He encouraged everyone to focus on the positive things and welcomed their input.

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

The meeting ended at 8:09 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk



AGENDA ITEM REQUEST FORM

Meeting Date: 4-5-2016

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 2-11-2016 and 2-26-2016 meetings.

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

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

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

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



REGULAR MEETING
10:00 AM Thursday, February 11, 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, February 11, 2016, at 10:00 AM. Henry Fox, Chairman, called the meeting to order at 10:00 AM with the following present:

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

PRA Executive Director, Jen Dearman
Economic Development Specialist, LaLinda Grace
JCEDF, Christine Pate
Strunk Enterprises, Shannon Strunk
Gourmet Gurl, Ashley Knecht

Jim Estabrook and Alan Sudduth were absent.

PRA Chairman Fox welcomed everyone to the meeting.

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

After review, Grimes 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, Walker moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue a manual check for Anchor Square rent revenue. The motion was seconded by Grimes.

All present Board members were in favor.

The next item for consideration was the Anchor Square lease approval for Sharon Stennis. After discussion, Walker moved to approve the lease. The motion was seconded by Grimes.

All present Board Members were in favor.

A discussion was held in regards to Ashley Knecht's lease.

No action was required of the Board.

Ashley Knecht left the meeting at 10:15AM.

The next item for discussion was the PRA insurance. Because Zeal has secured insurance on 651 Delmas, Walker moved to authorize the Chairman to execute the offer cancellation notice. The motion was seconded by Grimes. All present Board members were in favor. The cancelation notice is spread on the minutes as follows:



CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
2/2/2016

PRODUCER AssuredPartners Gulf Coast P O Box 15069 Hattiesburg MS 39404-5069	PHONE (A/C, No, Ext): (601) 544-3300	COMPANY NAME AND ADDRESS Ohio Casualty Insurance Company PO Box 181526 Fairfield OH 45018-1526	NAIC CODE:
CODE:	SUB CODE:	POLICY TYPE General Liability	
AGENCY CUSTOMER ID: 00041926		CANCELLED POLICY INFORMATION	
INSURED NAME AND ADDRESS Pascagoula Redevelopment Authority PO Box 908 Pascagoula MS 39568		POLICY NUMBER BLS1755903482	
		EFFECTIVE DATE AND HOUR OF CANCELLATION 1/15/2016	CANCELLATION DATE 1/15/2016
		EFFECTIVE DATE 1/15/2016	EXPIRATION DATE 1/15/2016
		POLICY TERM 1/15/2016	

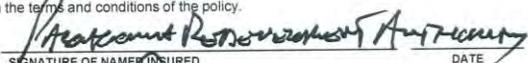
CANCELLATION REQUEST (Policy attached)

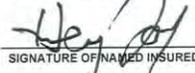
POLICY RELEASE (Complete Statement Section Below)

POLICY RELEASE STATEMENT

The undersigned agrees that:
 The above referenced policy is lost, destroyed or being retained.
 No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.
 Any premium adjustment will be made in accordance with the terms and conditions of the policy.

 2/12/16
 WITNESS DATE

 2/12/16
 SIGNATURE OF NAMED INSURED DATE

 2/12/16
 SIGNATURE OF NAMED INSURED DATE

LIENHOLDER MORTGAGEE LOSS PAYEE

LIENHOLDER MORTGAGEE LOSS PAYEE

AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 f) TITLE DATE

AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 f) TITLE DATE

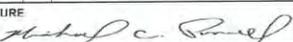
This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION <input type="checkbox"/> NOT TAKEN <input type="checkbox"/> OTHER (Identify) <input checked="" type="checkbox"/> REQUESTED BY INSURED <input type="checkbox"/> REWRITTEN (Complete below) COMPANY		METHOD OF CANCELLATION <input type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA <input type="checkbox"/> PREMIUM CALCULATION SUBJECT TO AUDIT	
POLICY NUMBER	EFFECTIVE DATE 1/15/2016	FULL TERM PREMIUM \$	UNEARNED FACTOR
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		RETURN PREMIUM \$	

Please cancel effective 1/15/2016 as coverage has been rewritten.

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS	REQUEST / RELEASE DISTRIBUTION	
	<input type="checkbox"/> INSURED <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> COMPANY	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> FINANCE COMPANY
	PRODUCER'S SIGNATURE 	DATE 2/2/2016

ACORD 35 (2011/09)
INS035 (201109)

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The next item for discussion was the PRA Annual Report. After discussion, Alice moved to adopt the report and authorize Executive Director, Jen Dearman, to publish the public notice for the report. The motion was seconded by Grimes.

All present board members were in favor.

A discussion was held in regards to the Riverfront Development.

No action was required of the Board.

A discussion was held in regards to a housing assessment and market opportunities study for the City of Pascagoula. An RFP was published on February 3, 2016. All proposals are due March 4, 2016.

No action was required of the Board.

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

All present Board members were in favor.

The meeting ended at 11:30 AM.



SPECIAL MEETING

8:00 AM Friday, February 26, 2016

Pascagoula Senior Center, 1912 Live Oak Avenue, Pascagoula, Mississippi

The Pascagoula Redevelopment Authority met at the Pascagoula Senior Center in a special meeting on Friday, February 26, 2016, at 8:00 AM. The meeting coincided with a Recessed City Council Meeting. Chairman Fox, called the meeting to order at 8:11 AM with the following present:

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

PRA Executive Director, Jen Dearman
Economic Development Specialist, LaLinda Grace
PRA Attorney, Taylor McNeel

Mayor Harry J. Blevins
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilman Scott Tipton

City Manager, Joe Huffman
Assistant City Clerk, Brenda J. Reed

Main Street Director, Rebecca Davis
Main Street Board, Ashley Knecht
Main Street Board, Debbie Steiner
Main Street Board, Liz Ford
Main Street Board, Seth Randal
Main Street Board, Shannon Strunk

Main Street President, Michele Coats
Main Street Board, Pat Wiley
Main Street Board, Adam Askew
Main Street Board, Herman Smith
Main Street Board, David McCormick

Mississippi Power Company, Lori Howard Puz

Councilwoman Brenda Simkins, Councilman Burt Hill, PRA Board Member Jim Estabrook, and PRA Board Member Alice Walker were absent.

City Manager Joe Huffman welcomed everyone to the meeting.

The first item for discussion was updates from Pascagoula Main Street, Pascagoula Redevelopment Authority, and the City of Pascagoula. Michele Coats gave the Main Street

update. Jen Dearman presented the PRA update followed by an update on the City of Pascagoula by Joe Huffman.

Liz Ford left the meeting at 8:45AM.

A discussion was held on collaboration versus cooperation.

Councilman David Tadlock joined the meeting at 9:09AM.

The next item for discussion was the presentation of ideas and solicitation of feedback from each group. Michelle Coats gave the Main Street update. Jen Dearman presented the PRA update followed by an update on the City of Pascagoula by Joe Huffman.

Herman Smith left the meeting at 9:39AM.

Councilman Marvin Pickett left the meeting at 10:26AM.

A discussion was held on future collaborative efforts between the groups.

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

All present Board members were in favor.

The meeting ended at 10:50 AM.



AGENDA ITEM REQUEST FORM

Meeting Date: 4-5-2016

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 3-14-2016 meeting.

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

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

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

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



General Meeting Minutes
Conference Room
Jackson County Chamber of Commerce
Monday | February 22, 2016 | 4:00 PM

Members Present: Will Baumhauer, Anna Grant Godfrey, Abby Raworth, Bailey Bass, Hunter Blades, Meha Patel, Madison Scott, Caydn Perez, Caroline Ko, Mitchell Latady, Makenzie Sanabria, Clare Baumhauer, Summer Beall, Joey Hasbrouck, Victoria Miller, and Gabi Wells.

Members Absent: Annie Perkins, Cale Garlich, Alexis Harbin, Kris Rinza, and Caroline Foster.

Ex Officio: LaLinda Grace, Economic Development Specialist

- A. Council Mayor Joey, called the meeting to order at 4:00 PM, welcomed everyone, and led the Pledge of Allegiance.
- B. The first item for consideration was the minutes from the February 22, 2016, meeting. Gabi made a motion to approve the minutes. The motion was seconded by Victoria. All present members were in favor.
- C. The next item for discussion was announcements and kudos.
 - Congratulations to Alexis who was named 1st runner up and Makenzie as 2nd runner up in the Distinguished Young Women (DYW) competition Saturday, February 27, 2016.
 - Joey placed 1st in the Chemistry Category at the Regional Science Fair and received the Naval Science Award.
 - Annie is serving as junior page for Senator Michael Watson March 14th – 18th.
 - Caroline F. was crowned Queen Esprit during the annual Jeune Esprit Ball.
 - Makenzie placed 1st in the Group Exhibit Category at the State National History Day.
 - Victoria was accepted into the Honors College at UAB.
 - Gabi and Joey were accepted into the Honors College at University of Mississippi.
- D. The next item for consideration was the attendance policy. The PMYC policy states that members are not to miss more than five meeting unexcused. Once a Council Member has missed more than five meetings, the Council may vote on the member in question's future on the Council. Caroline F. and Cale have missed five meetings and will receive a verbal warning.
- E. The next item for discussion was the Ask the Mayor event. The program is being finalized. The Fundraising Committee will be in charge of the signup sheet for tea, lemonade, and desserts. Several organizations and teachers from PHS are offering extra credit to their students that attend.

Clare, Caydn and Abby are going to talk with teachers and student organizations at RCHS about doing the same.

- F. The Council received information in regards to the 2015-16 PMYC Evaluation Survey. Members are required to complete the survey before the March 28th meeting.
- G. The Council received information in regards to the 2016-17 PMYC Application. Applications are due to the RCHS and PHS Principal's office before April 15, 2016. Applications are available at the PHS or RCHS Principal's office, the Anchor Square office or online at cityofpascagoula.com/myc.
- H. The Council received information in regards to the MML 2016 Scholarship Program. All senior Council members are encouraged to apply. The application deadline is May 6, 2016.
- I. The next item for discussion was the PMYC Youth of the Year Award. Applications were distributed. All members are asked to help spread the word about the award. Nominations are due no later than March 31, 2016.
- J. The next item for discussion was Committee updates. Each Committee Chair provided an update as follows:
 - Social: The Committee is working on a Lighthouse Social scheduled for Friday, March 18th from 5:30 – 7:00PM at the Round Island Lighthouse. Invitations and flyers have been distributed. Tours are available with donations of pre-packaged food items for Backpack Buddies. Meha is checking to see if the PHS Jazz Band would be willing to perform. Abby is contacting Lenny's about a possible donation. A signup sheet for duties was distributed. The rain out location will be at the Pascagoula Environmental Education Trail. This will be an opportunity for members of other mayor's youth councils and prospective applicants to attend a networking event.
 - Communication: The Committee is working on a PMYC brochure and preparing for the PMYC Annual Report to City Council.
 - Fundraising: The Committee thanked everyone for participating in the successful Chick-Fil-A sandwich fundraiser. The Raising Cane's Night fundraiser is still in the works.
 - Leadership: The Committee is working to secure a speaker for the upcoming March 28th meeting.
 - Volunteer: The Committee will follow up with the other MYCs on a coast wide service project. They will present more information at the next meeting. PMYC is scheduled to serve and host activities at the Hope House March 15th meeting. A signup sheet for duties and responsibilities was distributed.

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



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Historic Preservation Commission Meeting Minutes - January 27, 2016

Attach additional information as necessary

Action Requested:

Acknowledge minutes as presented.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature
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Meeting Minutes
Historic Preservation Commission

Date: Wednesday, January 27, 2016

Location: Community and Economic Development Department

Commission members present: Walter Mansfield, Michele Lee, Marcia Baumhauer, Kevin Hall, Liz Ford, and Barry McIlwain

Commission members excused: Michele Coats, Tommy Wixon, and Carl Megehee

Ex-officio: Beth Meyer, Grants Administrator

The meeting was called to order by the Commission Chairwoman, Liz Ford, at 12:00 PM. It was determined that a quorum was present. The Commission unanimously approved the December 12, 2016, meeting minutes on a motion by Michele Lee and second by Walter Mansfield.

Old Business

- 709 Live Oak Avenue
 - The home was not on the January 4, 2016, Council agenda as expected. It has not been determined when the issues regarding the home will appear before the Council. There is an \$80,000 lien on the property and a potential purchaser
- 3611 Frederic Street
 - The 90 day extension granted at the November 17, 2016 Council meeting will end on February 9, 2016.

Projects Update

- LaPointe-Krebs (LPK) House/LPK Foundation
 - There was a discussion about articles in the Sun Herald and the Mississippi Press which covered the progress at the LPK House.
 - University of Southern Mississippi has a grant to test the age of the timbers at the LPK House. This will occur at no cost to the LPK Foundation.
 - Liz urged the Commission to visit the LPK house to view the progress. Historically accurate materials sourcing, including oyster shells and Spanish moss, have been used in restoration.
 - The Museum is progressing, and expected to open in May.
 - The LaPointe Fete will occur on April 1, 2016.
- Certified Local Government Grant FY2015 – Century Home Program
 - Four applications have been approved. Please reach out to those who have homes built 100 years ago. Qualifying homes must be on the National Register or a contributing home in a historic district.
- Update regarding CLG grant application FY2016
 - The Mississippi Department of Archives and History denied the application based on the fact that the majority of homes in the Buena Vista District were already on the national registry.

- 2016 CLG Training
 - The training will occur at the Pascagoula Senior Center on February 24, 2016, from 1:00 PM through 4:00 PM. The training will be in lieu of the February Commission meeting. There was a discussion regarding tentative subject matter and presenters.

New Business

- Letter of Support LPK Community Heritage Preservation Grant Application Round XI
 - The Commission unanimously approved the support letter on a motion from Marcia Baumhauer and second my Walter Mansfield.
- The National Historic Preservation Commission Conference will occur in July.

Other Business

- Michele would like the Frederic Street sign corrected at the corner of Live Oak Avenue and Frederic Street. Frederic is misspelled with a “k” Frederick.

There being no further business, the meeting adjourned at 1:00 PM.

Next Meeting Date – March 23, 2016

Notes taken by Beth Meyer



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Strategic Plan Steering Committee 167th Meeting Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes as presented.

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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STRATEGIC PLAN STEERING COMMITTEE
167th Meeting (99th AK)
Conference Room – Community Development Office
18 February 2016

The 167th meeting of the Strategic Plan Steering Committee was called to order by Chairman Richard Lucas.

Committee members in attendance: Chris Wiggins, Terry Bollman, Wayne Rodolfich, Doug Adams, and Richard Lucas

Excused committee members not in attendance: Drew Estabrook, Ann Pickett, Liz Ford, and Hanson Horn

Ex Officios in attendance: Wes Smith, Planning Commission; Jake Clemens, Resurrection High School; Kris Rinza, Pascagoula High School; Alice Walker, Pascagoula Redevelopment Authority; Jen Dearman, Community and Economic Development; and Kristin Pugh, Baber Strunk Enterprises

Excused Ex Officios not in attendance: Deborah Frederic, Pascagoula Pride; and Mike McElhaney, Recreation Commission

Richard Lucas led a discussion regarding the public meeting at which the 2015 Strategic Plan will be presented. The meeting will occur on Thursday, March 10, 2016, from 5:30 PM to 6:30PM at the Senior Center.

Champion Reports:

Small Business and Retail Sales – Kristin Pugh

- Restaurateurs and potential restaurateurs have been contacted.
- One-half of the subcommittee has been confirmed.
- The subcommittee will be meeting the first week in March.
- The subcommittee will be discussing what they need to improve business.

Infrastructure - Ann Pickett:

- There are numerous sewer and drainage projects occurring throughout the City. Progress is being made towards decreasing flooding in heavily impacted areas.
- There was a discussion regarding repairs and delays.
- Tommy Fairchild of the Jackson County Utility Authority addressed the City Council Tuesday night regarding the increased costs that are being passed on to the residents and industries of the County.

Entertainment, Variety, and Cultural – Dr. Chris Wiggins

- Trent Lott called Chris regarding the auditorium.
- Wayne Rodolfich discussed preliminary plans and the steps he is taking to move the renovation project forward. There is a need for a public meeting.
- Chris mentioned the Bicentennial of Mississippi Statehood is December 10, 2017.

Housing – Terry Bollman

- The Subcommittee met earlier this week.
- They are looking at available land and have focused on two large vacant development parcels.
- The Subcommittee wants to foster neighborhood associations and City pride to improve aesthetics in ways beyond code enforcement.

Esthetics and Sense of Pride – Deborah Frederic

- The Subcommittee is forming and waiting on acceptance from individuals.
- Report attached.

Education – K-University and Perception – Wayne Rodolfich

- Chair back seating at the stadium has been approved, however +/- 300 seats will be lost.
- Athletic programs are thriving.
- Tuesday night will be award night.
- The School District will work on their Strategic Plan in the fall.

Crime Prevention and Safety of Citizens – Doug Adams

- Doug discussed the false report that Pascagoula is the 3rd most dangerous city in Mississippi. The report was published by an alarm company.
- Law enforcement agencies are not required to report to the FBI, however, Pascagoula does.
- The Police Department is working on active shooter training and is willing to speak to groups and conduct training.
- The Police Department will be participating in the March 19, 2016, Easter Extravaganza hosted by Kiwanis and Junior Auxiliary at the Family Interaction Center.

Youth Report – Kris Rinza and Jake Clemens

- Kris reported on the Pascagoula Mayors Youth Council (PMYC) event Ask the Mayor: A Town Hall Meeting.
- The City website request for proposals (RFP) deadline in March 8, 2016.
- The PMYC wants to engage youth for the 2016 Jackson County Heartwalk.
- Jake is working on ideas to get the students involved in various activities.

Reports from the Commissioners:

- Planning Commission – Wesley Smith
 - o No report.
- Recreation Commission – Mike McElhaney
 - o Report attached.
- Pascagoula Redevelopment Authority (PRA) – Alice Walker
 - o PRA is working with two developers at Riverfront.
 - o The deadline for the housing assessment RFP is March 4, 2016.

Community:

- Main Street – Richard Lucas
 - o The Main Street Board Retreat was a good one.
 - o Live Oak Art Festival will be May 14, 2016.

- The City and Main Street are partnering to host a Pascagoula Possibilities Tour on April 2, 2016.
- Mississippi Maritime Museum (MMM) – Terry Bollman
 - The annual meeting and membership drive will be March 24, 2016, at the Hilton Garden Inn with Governor Phil Bryant as the guest speaker.
 - The capital campaign will be getting underway soon.
 - An ad hoc committee has been formed to raise \$8 million.
 - This will be an eight month process.
 - A consultant has been hired.
 - The group is close to moving forward on the Band Hall renovation which will become the Maritime Museum Activity Center.
- Jackson County Historical and Genealogy Society (JCHGS) – Chris Wiggins
 - The Fete LaPointe will be Friday, April 1, 2016, at the Hilton Garden Inn.

There being no further business, the meeting adjourned. The next meeting will be on March 17, 2016, with the Strategic Plan Town Hall meeting on the March 10, 2016.

Jen Dearman, note taker.



Agenda Number: 11.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Parks & 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:

Authorize the Parks and Recreation Dept. to host a Litter Bugs Me Day on April 22, 2016. Advertise the Resources of the City by offering educational packages to Pascagoula School District teachers with "Litter Bugs Me" stickers, activity coloring books, car litter bags, garbage bags and gloves at a cost not to exceed \$800.

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: 12.

AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/16

Submitting Department or Individual: City Manager

Contact Name: Karen

Phone: _____

Agenda Topic: 2016 MML Annual Conference in Biloxi, MS

Attach additional information as necessary

Action Requested:

Approval of conference fees and travel for the City Council to attend the 2016 MML Annual Conference in Biloxi, MS on June 27-29, 2016.

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

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85TH ANNUAL CONFERENCE



JUNE 27-29, 2016

MISSISSIPPI COAST COLISEUM & CONVENTION CENTER

REGISTRATION

MUNICIPAL MEMBERS & ASSOCIATE MEMBERS

- Early Registration prior to 5/20/16 \$ 235
Guest Fee. \$ 50
 - On-Site Registration after 5/20/16 \$ 275
Guest Fee. \$ 50
- After June 6, 2016, all registrations must be done on-site.

NON-MEMBERS

- Registration \$ 350
Guest Fee. \$ 90
Early Registration discount is not available to non-members.
- Registration fee covers the entire conference and no credit will be given for unused tickets or unattended functions.
- Each registered attendee can register one guest for the respective guest fee, which allows guest to attend all conference events.
- Extra tickets for all conference meal functions can be purchased using a credit or debit card on-site at the registration desk.

REFUND POLICY

- Requests for refunds must be made in writing prior to May 20, 2016, and will constitute a \$25 service charge.
- No refunds will be issued after May 20, 2016.

HOSPITALITY SUITES

- Hospitality suite arrangements and receptions must be made directly with the MML office by May 20, 2016, and will be available on a first come, first served basis.
- You must be a member or an associate member to reserve a hospitality suite. Please contact Clair Seward at clair1@mmlonline.com or call 601.353.5854 for more information.

HOTEL RESERVATIONS

- All reservations must be made directly with the hotel of your choice.
- You must request the respective MML Group Code listed below the hotel information, and reservations must be made by May 20, 2016, to guarantee the conference rate. Rates cannot be changed at check-in or check-out for guests who fail to ask for the MML Group Code when making reservations. Each city and town is encouraged to make all of their reservations at one time.
- Any city or town must make "direct bill" or "direct pay" arrangements with the hotel in advance. Hotel charges paid in cash or by personal credit card will be subject to all taxes due.
- Rooms are subject to 12% sales tax and resort fees. Rooms paid by the city clerk or direct bill to the city or town will be tax exempt. No city cards are tax exempt.

CONFERENCE HOTELS

The MML Annual Conference Hotel Room Blocks open January 19, 2016. MML rates honored only through booking directly with hotel. Rooms can be reserved at the following locations:

- HOST HOTEL BEAU RIVAGE • 888-383-7037**
..... \$159
(Group Code: MML Conference)
- BEST WESTERN-OAK MANOR • 800-591-9057**
Sunday-Thursday . . . Single or Double \$ 82 / Triple \$ 92 / Quad \$102
Saturday \$ 139
(Group Code: 100654) Cut-off 6/1/16
- DOUBLE TREE BY HILTON • 800-774-1500**
King/Queen \$115
Gulf view King/Queen \$130
(Group Code: Mississippi Municipal League 2016)
- GOLDEN NUGGET • 800-777-7568**
Sunday - Wednesday \$99
Saturday \$209
(Group Code: S166143)
- HARD ROCK HOTEL & CASINO • 877-877-6256**
Royal Tower with view \$139
Royal Tower without view \$119
Platinum Tower with city view \$149
Platinum Tower with pool view \$159
(Group Code: MML0616)
- HOME2 SUITES BY HILTON • 228-392-6265**
Pet Friendly Studio Suite \$109
(Group Code: JML)
- IP • 888-946-2847 #1**
..... \$109
(Group Code: S16311)
- PALACE CASINO • 800-725-2239**
Non-Smoking Facility \$89
(Group Code: S4MML16)
- QUALITY INN • 228-388-1000**
Three night minimum \$90
(Group Code: Mississippi Municipal League)
- SOUTH BEACH BILOXI HOTEL & SUITES • 228-388-2627**
..... \$159, \$169, \$179, \$189, \$269
(Group Code: MML 2016)
- THE WHITE HOUSE HOTEL • 228-233-1230**
Sunday - Thursday \$139 - \$199
(Group Code: MS Municipal Conference)
- ISLAND VIEW RESORT TOWER GULFPORT • 877-774-8439**
Smoke-Free Facility. \$149
(Group Code: MS Municipal League Room Block)



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 228-938-6605

Agenda Topic: Resolution to place lien on parcel of land for cost of cleaning.

Attach additional information as necessary

Action Requested:

Approve resolution to place lien on 1415 St. Peter Avenue in the amount of \$6,130.75.

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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RESOLUTION

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, this City Council heretofore adjudicated, after lawful notice and hearing, that the parcel of land described hereinafter was in such a state of uncleanliness as to be a menace to the public health and safety of this community and authorized the parcel to be cleaned by the City; and

WHEREAS, the parcel has been cleaned by the City; and

WHEREAS, it is hereby adjudicated that the amount set opposite the parcel listed hereinafter is the actual cost of cleaning of the parcel;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI:

SECTION 1. That the parcel of land listed below, which is described by reference to the deed recorded at the appropriate page in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning of the parcel appearing opposite.

SECTION 2. That this amount is hereby declared to be an assessment and lien against the parcel listed below, which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgments are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the lien in the manner provided by law for the sale of land for delinquent taxes, to wit:

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>	<u>Cost of Cleaning</u>
41450044.000 1415 St. Peter Avenue	Robert Hunt c/o Barbara Hunt 1415 E. St. Peter Avenue Pascagoula, MS 39567 (Footnote 1)	Deed Book 375, Page 512	\$6,130.75

PARTIES WITH INTEREST

Footnote 1: -Wachovia Bank, 1114 Jackson Avenue, Pascagoula, MS 39567



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: City Attorney

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

Agenda Topic: Order to determine whether the parcels of land are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

Attach additional information as necessary

Action Requested:

Approve order for 1812 Prospect and 4813 Chateau.

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

Source of Funding General Fund

Utility Fund

Grant

Other

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ORDER

WHEREAS, on its own motion the City Council of the City of Pascagoula, Mississippi, alleges that the parcels of land listed in Exhibit A hereto are in need of cleaning; and

WHEREAS, the parcels are described by reference to the appropriate book and page of the Land Deed Records of Jackson County, Mississippi, or by a detailed description; the property owner or owners, if known, and their mailing addresses, if known, are listed; and the tax parcel numbers and addresses of the parcels are listed;

THEREFORE, IT IS ORDERED that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on May 3, 2016, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41780045.150 1812 Prospect	Esther Batiste P.O. Box 8041 Moss Point, MS 39562 AND Ashley Batiste 1623 Popps Ferry Road C112 Biloxi, MS 39532	Deed Book 1691, Page 353 and Deed Book 1772, Page 852
41330145.000 4813 Chateau	Hoyt K. Evans 4813 Chateau Drive Pascagoula, MS 39581 AND Paulette E. Evans 4813 Chateau Drive Pascagoula, MS 39581	Deed Book 594, Page 286



Agenda Number: 15.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 228-938-6605

Agenda Topic: An ordinance to amend Article III to add a new Division 4 - City Prosecutor.

Attach additional information as necessary

Action Requested:
Adopt ordinance.

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

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

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AN ORDINANCE TO AMEND ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CODE OF THE ORDINANCES OF THE CITY OF PASCAGOULA, TO ADD A NEW DIVISION 4. CITY PROSECUTOR; TO CREATE THE OFFICE OF CITY PROSECUTOR; TO PROVIDE FOR HIS APPOINTMENT BY THE CITY COUNCIL; TO PROVIDE FOR HIS COMPENSATION; TO PROVIDE THE DUTIES OF THE OFFICE; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA AS FOLLOWS:

Section 1. Chapter 2. Administration, of the Code of Ordinances of the City of Pascagoula, Article III. Officers and Employees, is amended as follows:

DIVISION 4. CITY PROSECUTOR

Section 2-115. Office created.

There is hereby created the office of city prosecutor.

Section 2-116. Appointment.

The city prosecutor shall be appointed by the city council and shall serve until his successor shall be appointed and qualified.

Section 2-117. Compensation.

The city prosecutor shall receive such compensation as the city council may from time-to-time direct by ordinance or resolution as may be recommended by the city manager or his designee.

Section 2-118. Duties.

The city prosecutor shall prosecute all misdemeanors in the municipal court and shall represent the city in all appeals therefrom. He shall perform such other duties as the judge of the municipal court may, from time-to-time, direct in accordance with his office.

Section 2. Inasmuch as the city council has heretofore appointed a city prosecutor, who has been serving in that capacity for a number of years, this ordinance shall take effect upon passage.



AGENDA ITEM REQUEST FORM

Meeting Date: 04-05-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Economic Development Internship 2016

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Authorize the Director of Community and Economic Development to execute the Economic Development Internship Agreement with Zoie Mestayer, Resurrection Catholic School.

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 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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Economic Development Internship 2016 Agreement

Intern: Zoie Mestayer, Senior, Resurrection Catholic School

Internship Supervisor: Jen Dearman, Director of Community and Economic Development
(228) 938-6651, jdearman@cityofpascagoula.com

Work Schedule: June 13, 2016 through July 31, 2016

Compensation: There will be no monetary compensation for the internship.

Internship Purpose:

To provide the City with community and economic development administrative support while providing the intern with mentoring and professional development skills.

Internship Duties:

The Intern agrees to provide general administrative support for community and economic development efforts which may include the research, filing, grassroots organization tasks, and grant writing.

City Responsibilities:

The City of Pascagoula agrees to provide a safe and positive working environment. The Internship Supervisor will monitor and evaluate the Intern's performance while providing training in areas of community and economic development in a municipal government setting.

About the City of Pascagoula

Pascagoula, Mississippi is located on the southeast border between Mississippi and Alabama. The population in the 2010 census was 22,392. It is 15 square miles, and is a part of the Gulfport-Biloxi-Pascagoula Metropolitan Statistical Area. It is the county seat of Jackson County. Its major industries include shipbuilding, oil, and energy. It is the home of Mississippi's largest employer, Huntington-Ingalls Shipbuilding, and the Chevron Pascagoula Refinery, which is the world's largest producer of base oils.

The municipal government provides services to all those who live, work and recreate within the City limits. It is administered by a mayor and city council, and has a council-manager form of government. The government organization has 289 employees organized into nine departments.

By signing on the line below, I fully agree to the respective responsibilities as presented above.

Intern Signature, Date

Internship Supervisor Signature, Date



AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/2016

Submitting Department or Individual: Purchasing /Parks and Recreation

Contact Name: Öæ& Å!^, /~~~~~228-938-GH i Phone: _____

Award of July 4, 2016, Fireworks Display

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Council approval to award the 2016 4th of July Fireworks Show to J&M Displays as recommended by Parks and Recreation and authorize the City Manager to execute documents. The RFP tabulation/recommendation sheet is attached.

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

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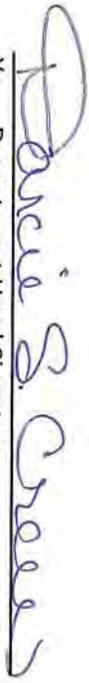
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Vendor	Opening	3" Shells	4" Shells	5" Shells	6" Shells	8" Shells	10" Shells	Other
J&M Displays	Main Body	240	268	140	90	4	1	Sub Total (shells over 3")= 743 108-2.5" shells in the opening 600-1.5" shells in body
	Grand Finale	420	112	60	20	2	1	
		660	380	200	110	6	2	
Artisan Pyrotechnics, Inc	Main Body	240	260	120	85	2	0	Sub Total (shells over 3")= 707 2-1000 Shot Bumper Harvest in the opening
	Grand Finale	240	260	120	85	2	0	
		240	260	120	85	2	0	

Notes: (1) \$19,000 is budgeted for this fireworks show. (2) Artisan inadvertently left out one page of the program from their proposal.

RECOMMENDATION: The recommendation is to award this contract to J&M Displays. They offer a greater number of shells in their program.

X  Department Head Signature

X  City Manager Signature

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 6TH day of April, 20 16, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of Pascagoula, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 19,000 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4, 20 16 at approximately 9:00 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$ 0 as a down payment upon execution of this Agreement. The balance of \$ 19,000 shall be due and payable in full within ~~fifteen (15)~~ ^{forty-five (45)} days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within ~~fifteen (15)~~ ^{forty-five (45)} days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ _____ in full by _____ (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ _____ in full by _____ (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$ 30% as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 5, 2016 or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

5. Insurance. (Check one of the below options):

Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

_____ Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

~~The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.~~

6. Buyer agrees to provide: All items will be clarified at the site visit

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search, performed by seller.
- (f) ~~necessary local permits.~~ Seller must obtain permits from Coast Guard.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

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

BY: Charles McKinley
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



Agenda Number: 18.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Amended No. 1 to Agreement for BB Jennings Boardwalk Project

Attach additional information as necessary

Action Requested:

Approve amendment No. 1 to the agreement for professional services with Compton Engineering for the BB Jennings Boardwalk and Parking Lot Improvement project. The amendment increases the agreement from \$19,000 to \$21,195 for a total increase of \$2,195. The amendment allows Compton Engineering to complete deed research to resolve property ownership over the parking lot, driveway and a portion of the boardwalk area.

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

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

March 9, 2016

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: City of Pascagoula BB Jennings Park Boardwalk
(C.E. Job #: 215-073)

Dear Ms. Crew:

Please find attached two (2) originals of Amendment No. 1 to Agreement for Professional Services for your review and comment or approval. Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III / JKL

G. Joey Duggan, III
Senior Vice President

GJD:kl

attachments

PASCAGOULA

BILOXI

BAY ST. LOUIS

**AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF PASCAGOULA
AND
COMPTON ENGINEERING, INC.**

THIS IS AN AMENDMENT made on _____ **TO THE AGREEMENT** made on December 1, 2015, between the **CITY OF PASCAGOULA**, PO Drawer 908, Pascagoula, Mississippi, 39568-0908 (**OWNER**), and **COMPTON ENGINEERING, INC.**, PO 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 BB Jennings Park Boardwalk project and the payment for these services by **OWNER** as set forth herein *for additional surveying services* and payment in accordance with terms and conditions included in the contract in place and the following amendments:

**EXHIBIT B
SCOPE OF ARCHITECTURAL/ENGINEERING PHASE SERVICES**

1.0 Basic Services

- 1.4 A limited boundary survey will be provided at the parking lot locating the western-most property line at the parking lot entrance and continuing south to Telephone Road and east to the western edge of the brush line at the existing drainage way. Topographic survey will also be limited to the parking lot and area of new overlook. *Additional services to include deed research to resolve property ownership of the parking lot, drive, and a portion of the board walk. Property corners will be set and we will provide a written description and plat to be filed.*

**EXHIBIT C
PAYMENTS TO ENGINEER**

- 1.1 Basic Services. **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1, as supplemented by **Exhibit B**, “**Scope of Professional Phase Services**,” the following fees totaling \$19,000.00:

1.1.1 Design Review and Prepare Front-End Bidding Documents

The OWNER shall pay ENGINEER on a lump sum basis, as follows:

<u>Description</u>	<u>Planning Fee (lump sum)</u>
Survey, <i>Boundary, Research, Legal Description and Plat, and limited Topography</i>	\$4,695
Environmental - Wetland Delineation	\$1,500
Environmental – Section 404/10 Permitting	\$3,500
Design and Engineering Services	\$6,500

Adjustments, if necessary, to fees or between phases will not be made without written agreement from the Owner and Funding Agency.

1.1.2 Services During Construction

The OWNER shall pay ENGINEER on a lump sum basis, as follows:

<u>Description</u>	<u>SDC Fee (lump sum)</u>
Bid Phase Services	\$2,500
Construction Services (based on 60-day construction contract; limited to review and approval of pay applications, responding to RFI's, and project close-out)	\$2,500

Adjustments, if necessary, to fees or between phases will not be made without written agreement from the Owner and Funding Agency.

1.2 Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 at rates indicated on attached rate sheet. Subconsultants will be billed at actual cost times a factor of 1.1.

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: Katie Lee



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Task Order with Compton Engineering for Market Street Redevelopment - Area 1 - Beach Boulevard to Parsley Avenue

Attach additional information as necessary

Action Requested:

Approve the attached Task Order with Compton Engineering to complete design and construction administration services associated with the Market Street Redevelopment plan, Area 1, which covers Beach Boulevard to Parsley Avenue. This project is programmed to be funded with bond proceeds. Authorize the City Manager to execute related documents.

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

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

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TASK ORDER No. 052
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Market Street Improvements AREA 1 – Beach Boulevard to Parsley 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 1 from Beach Boulevard to a point no greater than 100' north of Parsley 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 – Beach Boulevard to Parsley Avenue".
2. CE shall prepare a SWPPP in accordance with local codes for the proposed improvements as on the attached Exhibit A.
3. 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.
4. 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 30 days of receipt of an executed agreement. CE will complete the services within 120 days thereafter.

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 \$152,377.43 based on an estimated cost of construction of \$2,467,516.00, 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 shall prepare a SWPPP as described in Item 2 above for a lump price of \$1,500.00.
3. CE shall prepare and submit applications for permitting as described in Item 3 above for a lump sum of \$2,500.00
4. CE shall provide services during construction as described in Item 4 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 120 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.

_____ 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: _____

DATE: _____

DATE: _____

EXHIBIT A



PROPOSED MARKET STREET IMPROVEMENTS

BEACH BOULEVARD TO PARSLEY AVENUE



1 - BEACH BOULEVARD TO PARSLEY AVENUE

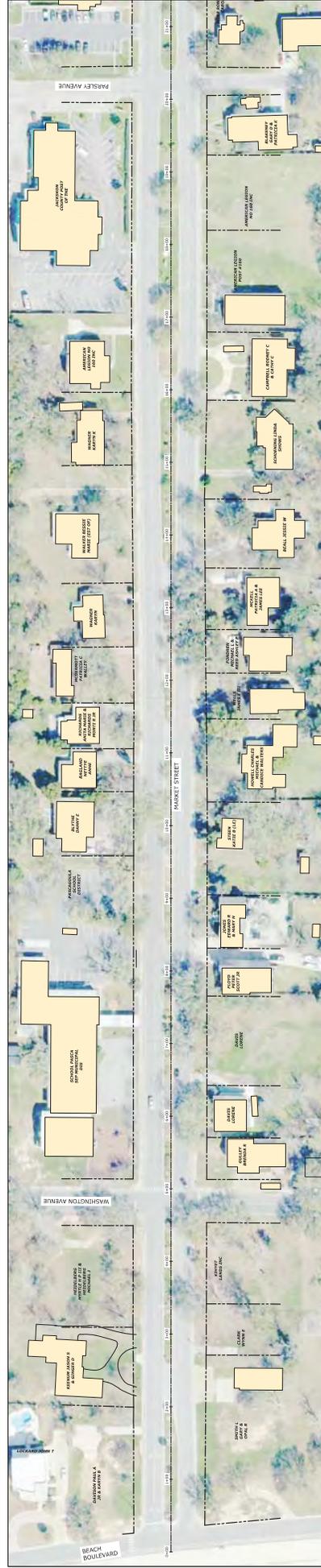


EXHIBIT B
Proposed Market Street Improvements
AREA 1 Beach Boulevard to Parsley Avenue

Conceptual Opinion of Cost

PROBABLE BUDGET ESTIMATE FOR CONSTRUCTION COST	
Estimated Construction Cost:	\$ 2,467,516

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.

ESTIMATED PROJECT DURATION BASED ON CONCEPTUAL SCOPE	
Estimated Project Duration	210

PROFESSIONAL SERVICES COST			
Item	Description	Unit	Amount
1	SWPPP	Lump Sum	\$ 1,500
2	Utility Permits (MDEQ, MDOH, and JCUA)	Time & Material NTE	\$ 2,500
3	Professional Design Services	40/(log of the Construction Cost)%	\$ 154,406
4	Professional Design Services - Concept/Phasing Plan under Separate Contract	Lump Sum	\$ (2,028.57)
5	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
TOTAL PROFESSIONAL SERVICES COST:		\$	252,503
SUBTOTAL CONSTRUCTION COST & PROFESSIONAL SERVICES COST:		\$	2,720,019
10% CONTINGENCY:		\$	272,002
TOTAL CONSTRUCTION & PROFESSIONAL SERVICES COST WITH CONTINGENCY:		\$	2,992,021

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.



AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/2016

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

Agenda Topic: Contract with Government Capital Corporation for the financing of software needed for the Police Department.

Attach additional information as necessary

Action Requested:

Council approval of the attached contract and authorize the 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

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TECHNOLOGY LEASE-PURCHASE AGREEMENT

THIS TECHNOLOGY LEASE-PURCHASE AGREEMENT No. **7329** (hereafter referred to as "Agreement") dated as of **April 5, 2016**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Pascagoula**, a political subdivision or agency of the State of Mississippi (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor those software licenses and related computers and appurtenances, if applicable, described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Technology Assets") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Renewal and Non-Appropriation. Lessee agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all Lease Payments called for under Exhibit B, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Lessee has exhausted all legally available means for making payment called for under this Agreement, (iii) Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, (iv) such failure to obtain funds has not resulted from any act or failure to act of Lessee, (v) Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property having functions similar to those of the Technology Assets or which provide similar benefits to Lessee, and (vi) no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all Lessee's right, title and interest in and obligations under this Agreement and to all the Technology Assets, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Technology Assets by any governmental authority upon or with respect to the Technology Assets or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Technology Assets, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Technology Assets or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially the Technology Assets, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Technology Assets.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Technology Assets or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder and;

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.



GOVERNMENT CAPITAL
CORPORATION

Technology Lease-Purchase Agreement

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Technology Assets to be operated by competent persons only. Lessee shall use the Technology Assets only for its proper purposes and will not install, use, operate or maintain the Technology Assets improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Technology Assets or the use contemplated by its manufacturer, or in the case of any software portion of any Technology Assets, in a manner contrary to any license agreement applicable to said software. Lessee shall keep the property at the location stated on the certificate of Acceptance executed by Lessee upon delivery of the Technology Assets until Lessor, in writing, permits its removal. The Technology Assets shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Technology Assets.

6. Maintenance. Lessor shall have no obligation of any nature to provide maintenance to or service regarding the Technology Assets. Lessee shall be solely responsible for the providing of all such maintenance and service, to the extent applicable, at Lessee's sole cost and expense.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Technology Assets such equipment or accessories as may be necessary or convenient to use the Technology Assets for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Technology Assets. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Technology Assets except as required or permitted hereunder, or as otherwise permitted pursuant to any applicable software licensing agreement. Any other alterations, modifications or improvements to the Technology Assets shall immediately become part of the Technology Assets, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Technology Assets to any real property. The Technology Assets shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Technology Assets, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Technology Assets. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Technology Assets from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Technology Assets, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Technology Assets is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Early Redemption Value set forth in Exhibit B.

10. Insurance. Lessor shall have no obligation of any nature to provide any insurance in connection with Lessee's use of the Technology Assets. Lessee shall be solely responsible for the providing of all such insurance at Lessee's sole cost and expense, or, Lessee may self insure the Technology Assets upon the express written consent and approval of Lessor.

11. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

12. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

13. Early Redemption. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the right to pre-pay the scheduled lease payments upon the payment of the Early Redemption Value set forth on Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such early redemption right; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have paid

in full the Early Redemption Value and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Technology Assets, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Early Redemption Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Technology Assets to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual payment of the Early Redemption Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Technology Assets, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- (4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Technology Assets or any interest therein; or
- (5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

- (1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration of otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;
- (2) Cause all license agreements pertaining to the Technology Assets to be terminated and revoked, thereby preventing and prohibiting Lessee's continued use of the Technology Assets;
- (3) Repossess and re-take possession, ownership and control of any and all computers, tangible personal property and related equipment and furnishings that comprise a portion of the Technology Assets and liquidate same and apply the liquidation proceeds, net costs of liquidation, against sums otherwise owing by Lessee to Lessor hereunder; or
- (4) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Technology Assets; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Technology Assets, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.
- (5) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Technology Assets or any interest in this Agreement or the Technology Assets; or (ii) sublet or lend the Technology Assets or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Technology Assets and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Technology Assets, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Technology Assets shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge receipt of such assignments in writing if so required. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. Lessee agrees and acknowledges that any and all computers, tangible personal property and related equipment and furnishings that comprise a portion of the Technology Assets are hereby deemed and considered to comprise personal property and Lessee does hereby grant to Lessor a security interest in and to said property and authorizes and empowers the Lessor with the right to file of record financing statements so as to perfect the security interest grant evidenced hereby, along with appropriate continuation statements.

17. Title to Technology Assets. Upon its acceptance of the Technology Assets, Lessee shall be deemed and considered to be the owner of all equipment and assets that comprise the Technology Assets, and shall be deemed to be the license holder of all software and related licenses that comprise the Technology Assets during the term of this Agreement; provided, however, that (i) upon the occurrence of an Event of Default and during the continuation thereof, or (ii) upon the termination of this Agreement pursuant to Section 2, hereof, then title to the equipment and assets that comprise the Technology Assets shall be reverted immediately to and in favor of Lessor absent any further action required by either party hereto, and free and clear of any right, title or interest of Lessee therein, unless Lessor elects otherwise, and all license agreements related to the software that comprises the Technology Assets shall immediately be terminated, and Lessee shall have no further right to use or access same.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Technology Assets, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Technology Assets is located or any other State which may have jurisdiction over the Technology Assets. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Technology Assets or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent/assigns to sign and execute on its behalf, any and all necessary UCC-1 forms to perfect the Purchase Money Security interest herein granted to Lessor.

22. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2016. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

23. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statement shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period, certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

24. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Technology Assets and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Technology Assets, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection at all reasonable times enter upon any job, building or place where the Technology Assets and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Mississippi. Jurisdiction for any and all disputes related to this Agreement shall be with a venue in the County of Jackson.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Technology Assets, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2016.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Drive
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: City of Pascagoula

Joseph R. Huffman, City Manager
603 Watts Avenue
Pascagoula, MS 39581

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

TECHNOLOGY LEASE-PURCHASE AGREEMENT **No. 7329** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Pascagoula
Dated as of April 5, 2016

DESCRIPTION

Public Safety Software as follows:

Core Modules – Integrated Hub [Names, Vehicles, Property, Wanted Persons, Message Center]
– Sentryx GIS (Geobase) – Imaging – Statelink [NCIC] – Data Conversion

CAD – CAD Mapping – E 911 Interface – Rapid Notification (paging, email, texting) – 911 Etherlite
Barcode Equipment [Datalogic Memor Scanner – Part # 944250005 Datalogic Cradle
– Part # 94A151111 Datalogic Gryphon USB Scanner – Part # GD4330 Zebra GK420t
Thermal Transfer Printer - Part # GK42-102210-000 2.25" x 1.25" Thermal Transfer
Polyester label 2.5" x 1.5" Thermal transfer polyester label. 1.5" inner core, 4.37" outer
diameter] – Cisco 891 – Drivers License Scanning Hardware [50 devices]

Records Management System –Law Records [Incident, Case Management, Workflow]
- Equipment – Evidence Management – Evidence Barcoding and Audit [Includes Hardware] –
Fleet Maintenance – Licenses and Permits – Personnel Management – Pin Mapping – Premise
Information – Traffic and Citation Management – Sex Offender Tracking – Alabama eCitation
Import – Jail Management (Police Department) – LiveScan Interface – ReportBeam Interface

Analytics – Spillman Analytics – Crime Monitor Interface – CompStat Management Dashboard

PROPERTY LOCATION:

Pascagoula Police Department
611 Live Oak Avenue
Pascagoula, MS 39567

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

TECHNOLOGY LEASE PURCHASE AGREEMENT NO. 7329

BY AND BETWEEN

Lessor, Government Capital Corporation

and Lessee, City of Pascagoula

Schedule dated as of April 15, 2016

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	10/15/2016	\$150,000.00	\$12,277.30	\$137,722.70	N/A
2	10/15/2017	\$215,140.19	\$19,677.45	\$195,462.74	\$415,210.93
3	10/15/2018	\$215,140.19	\$13,326.86	\$201,813.33	\$210,077.32
4	10/15/2019	\$215,140.19	\$6,769.96	\$208,370.23	\$1.00
Grand Totals		\$795,420.57	\$52,051.57	\$743,369.00	

Interest Rate: 3.249%

Accepted By Lessee: _____
Joseph R. Huffman, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 7329 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Pascagoula

Dated as of April 5, 2016

I, Brenda J. Reed, do hereby certify that I am the duly elected or appointed and acting Assistant City Clerk (Keeper of the Records), of City of Pascagoula, a political subdivision or agency duly organized and existing under the laws of the State of Mississippi, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Technology Lease-Purchase Agreement dated as of April 5, 2016, between such entity and Government Capital Corporation.

Name

Title

Signature

Joseph R. Huffman

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2016.

BY: _____
Brenda J. Reed, Assistant City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance--**

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Joseph R. Huffman, City Manager, of City of Pascagoula ("Lessee"), hereby certify that the Property to be leased to the undersigned under the certain Lease Agreement, dated as of April 5, 2016, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

(PLEASE FILL OUT PRIMARY USE BELOW)

PRIMARY USE _____

The undersigned hereby represents that the use of the Property is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2016.

By Lessee:

Joseph R. Huffman, City Manager

For Lessee: City of Pascagoula

SELF-INSURANCE CERTIFICATE

TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 7329 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Pascagoula

Dated as of April 5, 2016

City of Pascagoula (the "Lessee") is self-insured with respect to all of its insurance risks, which risks include, but are not limited to, the Property which is the subject matter of the herein mentioned Technology Lease-Purchase Agreement, dated April 5, 2016. Lessee further states that should the Lessee cease to be self-insured, Lessee will either purchase insurance or provide insurance under its then acquired master policy. In the event Lessee should cease to be self-insured, this certificate shall become null and void and Lessee shall immediately notify Lessor by return mail, return receipt requested, of such change and shall comply in full with the requirements to obtain insurance, as contained in the Agreement, by obtaining insurance on the Property in the form of a single policy, or under a master policy.

LESSEE: City of Pascagoula

Joseph R. Huffman, City Manager

Date

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention: Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: Technology Lease-Purchase Agreement No. 7329

Dear Lessor,

I have acted as Counsel to City of Pascagoula with respect to that certain Technology Lease-Purchase Agreement No. 7329, by and between Government Capital Corporation as Lessor and City of Pascagoula as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of MS with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,
Attorney at Law

RESOLUTION # _____

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE
PURPOSE OF FINANCING "**LAW ENFORCEMENT SOFTWARE**".

WHEREAS, City of Pascagoula (the "city") desires to enter into that certain Lease-Purchase Agreement dated April 5, 2016, by and between Government Capital Corporation and the City of Pascagoula, for the purpose of financing "**law enforcement software**". The City desires to designate this Agreement as a "qualified tax exempt obligation" of the City of Pascagoula for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Joseph R. Huffman, City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF PASCAGOULA:

Section 1. That the City enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing "**law enforcement software**".

Section 2. That the Lease Purchase Agreement dated April 5, 2016, by and between the City and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Pascagoula designates Joseph R. Huffman, City Manager, as an authorized signer of the Lease Purchase Agreement dated April 5, 2016, by and between the City of Pascagoula and Government Capital Corporation.

PASSED AND APPROVED by the City of Pascagoula in a meeting held on the 5th day of April, 2016.

Lessee: City of Pascagoula

Witness Signature

Harry J. Blevins, Mayor

Brenda J. Reed, Assistant City Clerk

ESCROW AGREEMENT

TECHNOLOGY LEASE-PURCHASE AGREEMENT No. 7329 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Pascagoula
TAX ID #64-6000949 Dated as of April 5, 2016

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of April 5, 2016 ("Agreement Date") by and among Government Capital Corporation ("Lessor"), City of Pascagoula ("Lessee") and _____ ("Agent").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have entered into a certain Technology Lease-Purchase Agreement dated as of April 5, 2016 (the "Lease") pursuant to which the property more particularly described therein (the "Property") will be leased to the Lessee under the terms stated in the Lease;

WHEREAS, Lessor and Lessee desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Agreement. Agent shall not be deemed to be a party to the Lease.
 2. Lessor has delivered to Agent the sum of \$ 743,369.00 for deposit by Agent in the City of Pascagoula Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Agreement.
 3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
 4. Agent will invest the Fund, as specified by Lessor, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
 5. Upon execution of one or more Acceptance Certificates by Lessee and payment of acquisition costs by Agent for all the Property, this Agreement and the Funds shall terminate, and Agent shall transfer to Lessor all remaining sums in the Fund. If not terminated earlier, this Agreement and the Fund shall terminate on April 5, 2017 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Lessor; Exhibit "A" attached to the Lease shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
 6. Lessor and Lessee may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof is provided to Agent.
 7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving Lessee and Lessor written notice of intent to resign, nor less than thirty (30) days after being appointed by Lessor and Lessee.
 8. Agent shall have no obligation under the terms of this Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Lessor or Lessee under this Agreement or the Lease.
 9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
 10. To the limited extent required to perfect the security interest granted by Lessee to Lessor in the cash and negotiable instrument from time to time comprising the Fund, Lessor hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Lessor.
 11. This Agreement may be amended by written agreement executed by all the parties.
 12. This Agreement may be executed in several counterparts, each of which shall be an original.
- IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lessor: Government Capital Corporation
BY: _____
Authorized Signer

Lessee: City of Pascagoula
BY: _____
Joseph R. Huffman, City Manager

Agent: _____
BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1
TECHNOLOGY LEASE-PURCHASE AGREEMENT **No.7329** (THE "AGREEMENT")
BY AND BETWEEN
Lessor, Government Capital Corporation and **Lessee**, City of Pascagoula
Dated as of April 5, 2016

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of April 5, 2016 (Escrow Date) by and among the Agent, Government Capital Corporation as Lessor and City of Pascagoula as Lessee, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the Property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described Property and has not formed the basis any prior request for payment.

PAYEE: Spillman Technologies, Inc

AMOUNT: \$185,842.00

DESCRIPTION OF PROPERTY: Spillman Software

INVOICE# 32027 DATED: 1/28/2016

Indicate Method for Payment Disbursement:

Overnight Check*** Regular Mail Check Wire Funds

Mailing Address: _____ Wire Instructions: _____

(* **Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.***)

Lessee: City of Pascagoula

By: _____
Joseph R. Huffman, City Manager

Lessor: Government Capital Corporation

By: _____
Authorized Signer

ACCEPTANCE CERTIFICATE

City of Pascagoula as Lessee under that certain Technology Lease-Purchase Agreement dated as of April 5, 2016 ("Agreement Date") (the "Lease"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property, and hereby certifies that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease with regard to such property, that such property is fully insured in accordance with Section 10 of the Lease and that such property constitutes all or a portion of the Property as that term as defined in the Lease.

Date: _____, 2016

By Lessee:

Joseph R. Huffman, City Manager

For Lessee: City of Pascagoula

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name <u>City of Pascagoula</u>		2 Issuer's employer identification number (EIN) <u>64-6000949</u>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Brenda J. Reed, Assistant City Clerk</u>		3b Telephone number of other person shown on 3a <u>228-938-6716</u>
4 Number and street (or P.O. box if mail is not delivered to street address) <u>P.O. Drawer 1385</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Pascagoula, MS 39568</u>		7 Date of issue
8 Name of issue <u>Lease Purchase Agreement No. 7329</u>		9 CUSIP number <u>None</u>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Joseph R. Huffman, City Manager</u>		10b Telephone number of officer or other employee shown on 10a <u>228-938-6716</u>

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety	\$743,369	00
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ►		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>
If obligations are BANs, check only box 19b		<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2019	\$ 743,369.00	N/A	2.647 years	3.249 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				N/A
23	Issue price of entire issue (enter amount from line 21, column (b))				\$743,369 00
24	Proceeds used for bond issuance costs (including underwriters' discount)		N/A		
25	Proceeds used for credit enhancement		N/A		
26	Proceeds allocated to reasonably required reserve or replacement fund		N/A		
27	Proceeds used to currently refund prior issues		N/A		
28	Proceeds used to advance refund prior issues		N/A		
29	Total (add lines 24 through 28)				N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				\$743,369 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	N/A
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date	<u>Joseph R. Huffman, City Manager</u> Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		



OpenGov, Inc.
 955 Charter Street
 Redwood City, CA 94063
 United States

Created Date: 11/23/15
 Expiration Date: 12/18/15

Prepared By: Greg Keeney
 Phone: 650-492-7028
 Email: gkeeney@opengov.com
 Contract Dates: Effective: 12/15/15
 Ends on: 12/14/18

Customer Information

Contact Name	Bobby Parker	Bill To Name	The City of Pascagoula, MS
Phone	228-938-6716	Bill To	PO Box 908
Email	bparker@cityofpascagoula.com		Pascagoula, Mississippi 39567
			United States

Order Details

Description OpenGov Intelligence™ allows customers to easily create and share internal operational reports, combining unlimited financial (e.g., general ledger, chart of accounts, current year and month spending, transactions, and balance sheet) and non-financial data (performance metrics, operational data, census data, custom financial projections, etc.) from numerous sources to help governments make better financial decisions and operate more efficiently. OpenGov Intelligence includes the features of OpenGov Transparency, allowing multiple years of financial and non-financial data to be accessible by citizens through an online portal.

Fees

Product	Quantity	Sales Price	Discount	Total Price
OpenGov Intelligence – Annual Subscription	3.00	\$9,000	10.00%	\$24,300
OpenGov Intelligence – Implementation Fee	1.00	\$2,500		\$2,500
			Total Price	\$26,800

Billing Frequency: Quarterly in arrears
 *Implementation fee waived if completed by 12/18/15

Welcome to OpenGov! Thanks for using our software. This Software Agreement (“**Agreement**”) is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 (“**OpenGov**”), and you, the entity identified above (“**Customer**”), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party’s acceptance of this Agreement is conditional upon the other’s acceptance of the terms in the Agreement to the exclusion of all other terms.

Signature

Customer

OpenGov, Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Terms and Conditions

Appendix A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. **OWNERSHIP.** OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. **CONFIDENTIALITY.** Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or

OPENGOV, INC. SOFTWARE AGREEMENT

disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within forty-five (45) days after the date of OpenGov's invoice (which OpenGov typically sends 45 days after the Effective Date).

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. [TO THE EXTENT ALLOWED BY MISSISSIPPI LAW](#), NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS

OPENGOV, INC. SOFTWARE AGREEMENT

AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees if ordered to do so by a court of competent jurisdiction. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Mississippi without regard to its conflict of laws provisions



Agenda Number: 21.

AGENDA ITEM REQUEST FORM

Meeting Date: 4/5/16

Submitting Department or Individual: City Manager

Contact Name: _____

Phone: _____

Agenda Topic: Work-Session with Council to discuss the Public Works and Solid Waste Contracts

Attach additional information as necessary

Action Requested:

Consider a date for a work-session on Public Works and Solid Waste Contracts

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: 22.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 228-938-6605

Agenda Topic: An ordinance to amend Article III to add a new Division 5 - Public Defender.

Attach additional information as necessary

Action Requested:

Adopt ordinance.

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

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

*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

AN ORDINANCE TO AMEND ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CODE OF THE ORDINANCES OF THE CITY OF PASCAGOULA, TO ADD A NEW DIVISION 5. PUBLIC DEFENDER; TO CREATE THE OFFICE OF PUBLIC DEFENDER; TO PROVIDE FOR HIS APPOINTMENT BY THE CITY COUNCIL; TO PROVIDE FOR HIS COMPENSATION; TO PROVIDE THE DUTIES OF THE OFFICE; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA AS FOLLOWS:

Section 1. Chapter 2. Administration, of the Code of Ordinances of the City of Pascagoula, Article III. Officers and Employees is amended as follows:

DIVISION 5. PUBLIC DEFENDER

Section 2-119. Office created.

There is hereby created the office of public defender for the municipal court of the city of Pascagoula.

Section 2-120. Appointment.

The public defender shall be appointed by the city council and shall serve until a successor shall be appointed and qualified.

Section 2-121. Compensation.

The public defender shall receive such compensation as the city council may from time-to-time fix by ordinance or resolution as may be recommended by the city manager or his designee.

Section 2-122. Duties.

The public defender shall represent all indigent defendants appearing before the municipal court as ordered and directed by the judge of the municipal court after an indigency determination has been made. The public defender shall also represent such indigent defendants on all appeals taken from any misdemeanor convictions or other actions of the

court, but only in those cases where incarceration has been ordered. The public defender shall also represent indigent defendants charged with felonies in the municipal court at the initial preliminary hearing, provided such indigent defendants have not posted bond at the time of the preliminary hearing. There shall be no duty of the public defender to represent indigent defendants charged with felonies in the municipal court beyond the preliminary hearing. The public defender shall also perform such other duties as the judge of the municipal court may from time-to-time direct in keeping with his official duties.

Section 2. Inasmuch as the creation of the office of public defender in municipal court is being done in an effort to afford due process and equal protection of the law to indigent defendants appearing before the court on a daily basis, this ordinance shall take effect upon passage.



AGENDA ITEM REQUEST FORM

Meeting Date: 04-05-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Appointment to the Pascagoula Redevelopment Authority

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Consider appointment to replace Jackie Grimes, whose term will expire on April 18, 2016. Whoever is appointed will serve a five-year term from April 19, 2016. Mr. Grimes has expressed an interest in being re-appointed.

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

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

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

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



AGENDA ITEM REQUEST FORM

Meeting Date: 04-05-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Central Business District Revision - Conceptual Design

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve the proposed revisions to the Central Business District.

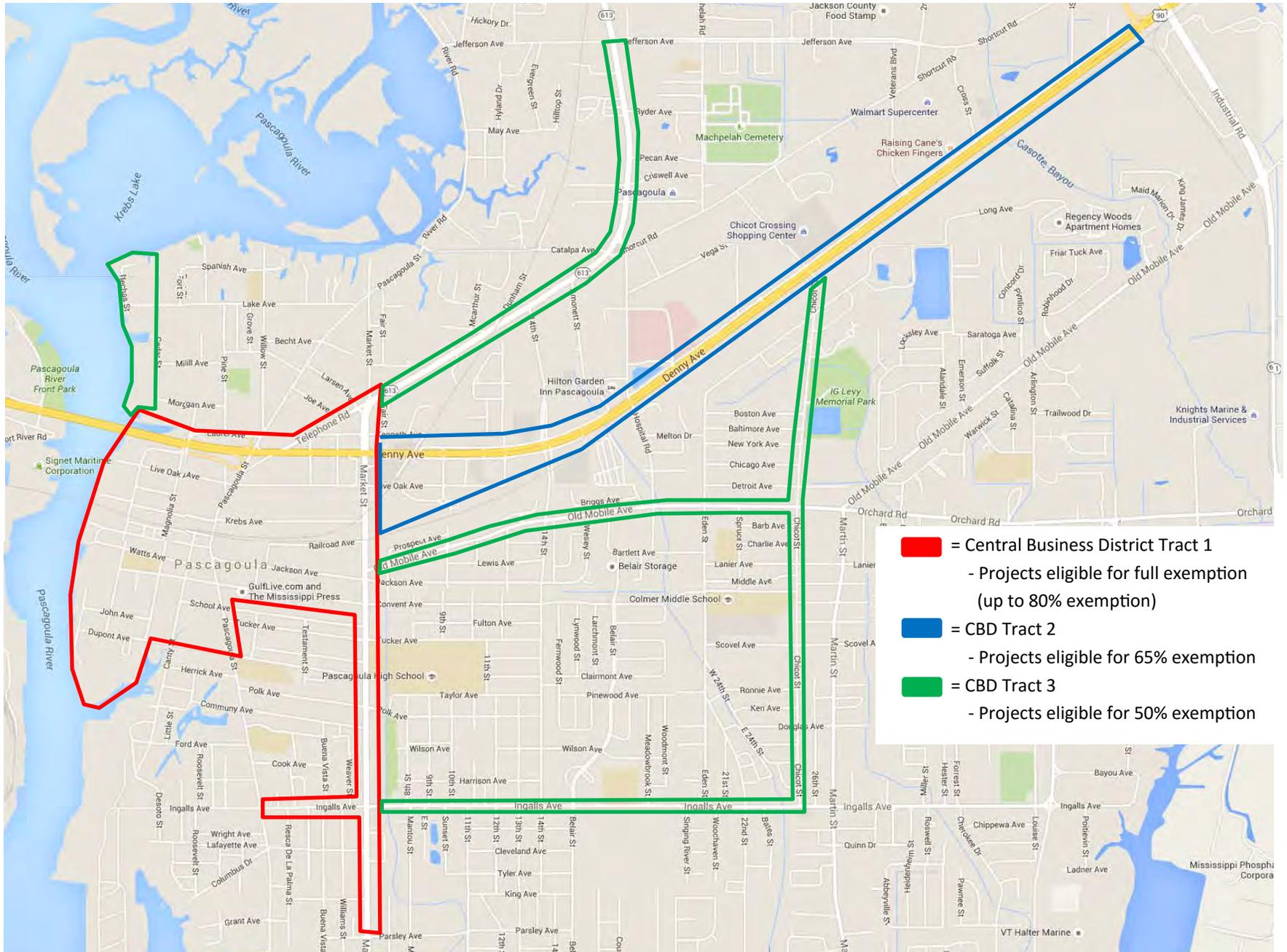
Budgeted Item	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>
Contract Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Mayor or Manager's Signature Required	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

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

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

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

Central Business District—2016 Revision





AGENDA ITEM REQUEST FORM

Meeting Date: 04-05-2016

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Brownfields - Phase II Environmental Site Assessment for the Pascagoula Ice and Freezer Company Property

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute the cost proposal for the Phase II Environmental Site Assessment for the Pascagoula Ice and Freezer Company Property. Although funded by the City, this will be part of the City's EPA funded Brownfields City-wide Assessment Grant.

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

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

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

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6360 I-55 North, Suite 330
Jackson, Mississippi 39211
www.AllenES.com

Phone 601.936.4440
Fax 601.936.4463

VIA ELECTRONIC MAIL (jdearman@cityofpascagoula.com)

March 25, 2016

Ms. Jen Dearman
Director of Community Development
City of Pascagoula
630 Delmas Avenue
Pascagoula, Mississippi 39567

**Re: Cost Proposal – Limited Phase II Environmental Site Assessment
Pascagoula Ice and Freezer Company Property, Pascagoula, Mississippi**

Dear Ms. Dearman:

Allen Engineering and Science (AllenES) is pleased to submit this cost proposal to you and the City of Pascagoula (City) for conducting a limited Phase II Environmental Site Assessment (ESA) at the above-referenced site located at 3708 Pascagoula Street in Pascagoula, Mississippi. The objective of completing this Phase II ESA is to evaluate the presence, nature and/or extent of soil and groundwater impact, if present, associated with five (5) of the six (6) Recognized Environmental Conditions (RECs) identified in draft Phase I ESA findings recently prepared on the subject site (AllenES, March 2016). AllenES proposed scope of work, anticipated schedule, and estimated costs for completing the work are summarized below.

Background

Based on the draft findings from AllenES Phase I ESA, AllenES established the following RECs, including active, controlled (CREC), and historical (HREC) and more generalized Areas of Potential Environmental Concern (AECs) at the subject site.

REC / AEC Name	Investigation Recommended?
REC-1/AEC-1 - Former Ammonia-based Refrigeration System	Yes (soil / groundwater)
REC-2/AEC-2 - Former Engine and Compression Operations	Yes (soil / groundwater)
REC-3/AEC-3 - Former Foundry Operations	Yes (soil / groundwater)
REC-4/AEC-4 –Historical Dry Cleaners (Offsite)	Yes (groundwater only)
REC-5/AEC-5 – Undifferentiated Historical Filling Stations and Auto Repair Operations (Offsite)	Yes (groundwater only)
CREC-1/AEC-6 - Former/Current Leaking Underground Storage Tank (LUST) Sites (Offsite)	No
AEC-7 - Onsite Water Wells	Yes (Not included herein)

Scope of Work

AllenES will complete focused Phase II ESA soil and groundwater sampling on the interior and exterior of the property proximal to each of the five (5) onsite/offsite RECs of concern. Soil borings will be advanced



predominantly with an all-terrain 7700-series direct-push technology (DPT) drilling rig supplemented with a manually-advanced hand auger. AllenES will utilize field screening techniques (visual and olfactory descriptions, head-space screening with an organic vapor detector (OVD), and Oil Red O testing for the presence/absence of free and residual-phase non-aqueous liquids, if necessary, to assist in identifying worst-case intervals to sample as well as to guide in generalizing the lateral- and vertical-bounding of impact, if present.

AllenES is recommending the uppermost water-bearing zone (UWZ) be sampled at up to five (5) locations using temporary PVC monitor points (TMPs) with 10-slot screens **pre-packed** with 20/40 sand installed with the DPT rig. The well points are anticipated to be installed at depths of up to fifteen feet below land surface (bls). Following well development and then purging each point will be sampled using low stress methods using a peristaltic pump with low density polyethylene tubing or mini bailer. At least three (3) TMPs will be installed to allow for determining the potentiometric surface elevation and direction of flow. Each well will be completed with a man-hole cover encased in concrete. The top of casings and ground elevations will be measured determined. Borings advanced through concrete or asphalt will be replaced as necessary.

Soil samples will be collected in accordance with applicable state/federal guidelines. The number of soil borings, samples and laboratory parameters will be selected based on the nature and extent of potential impact. However, for the purposes of this proposal, AllenES proposes to advance no more than twelve (12) soil borings to depths up to twenty (20) feet bls with TMPs installed into five (5) of the twelve (12) borings that intercept the UWZ. It is assumed that up to ten (10) soil samples will be collected from the advanced borings and five (5) groundwater samples (from TMPs). One (1) sample will be collected from worst case impacted zones around the site and, if necessary, one (1) additional sample may be collected at depth and/or lateral to impact observed in other borings (if applicable) to attempt to vertically- and/or laterally bound impact believed to be below applicable Target Remedial Goals (TRGs) established by the MDEQ's Brownfield's Program (2002). All other sampling will focus on screening for the presence of impact using field screening techniques including visual and olfactory evaluation and headspace testing using a portable OVD. Soil and groundwater samples will be placed in iced coolers and submitted under proper chain of custody documentation to Test America Laboratories or other qualified laboratory for testing of one (1) or more of the following baseline constituents of concern (CoCs):

- Target Compound List (TCL) Volatile Organic Compounds (VOCs) using SW-846 Method 8260
- Ammonia Nitrogen using EPA SW 846 Method 4500F or similar
- Polycyclic Aromatic Hydrocarbons using EPA SW 846 Method 8270 or similar
- Polychlorinated Biphenyls (PCBs) using EPA SW 846 Method 8080
- Resource Conservation and Recovery Act (RCRA) Metals using EPA SW-846 6000/7000 series methods

The actual number of soil samples and laboratory parameters will be determined based on the nature and extent of potential impact identified in the field and real-time communication with and authorizations from the City. For proposal purposes, AllenES has assumed \$200 of analytical testing per soil and groundwater sample (on average) based on a 15 day normal turn-around time. Please note that sampling will target "worst-case" locations or intervals, and be designed to provide an indication of the relative degree of environmental impact at the site as opposed to full delineation of all impact observed onsite. Subsequent assessment activities may be required to characterize the full nature and extent of impact detected.

The results from the focused soil and groundwater sampling will be incorporated into a stand-alone Phase II ESA report that will include a description of sampling activities, a site map illustrating sampling locations, soil



boring logs with well construction information, tables summarizing the soil and groundwater sampling results, a potentiometric surface map, laboratory analytical data sheets along with a comparison of sampling data to applicable regulatory screening standards, and recommendations regarding the findings.

Anticipated Schedule

AllenES is prepared to complete the above-referenced work and reporting within six (6) weeks of receipt of formal authorization to proceed. This schedule assumes we will be able to schedule and mobilize to the site within two weeks of receipt of the authorization to proceed. The above-referenced schedule can be accelerated by expediting the laboratory turn-around time but this will likely result in additional surcharge.

Estimated Costs

AllenES can complete the above-described limited Phase II ESA work for a time and expense (T&E) basis of **Eighteen Thousand Nine Hundred Dollars (\$18,900)**.

This cost estimate does not include any sampling within any of the onsite water supply wells. AllenES is prepared to provide estimated costs for this recommended sampling upon request. AllenES assumes that the land owner and/or the City of Pascagoula will be able to locate buried utilities within the interior of the subject property as AllenES will initiate a MS One Call away from the property. Out of scope items will include, but not be limited to, having to hire a utility finder for within the property as well as needing to spend more than three (3) days onsite for the subsurface investigation.

Closing

If this cost estimate is acceptable, please sign below and return the signed page to our attention via electronic mail. AllenES appreciates the opportunity to submit this proposal to you and the City of Pascagoula. Please call me at (601) 936-4440 or (601) 583-2182 if you have any questions or need additional information.

Sincerely,
Allen Engineering and Science, Inc.

John M. Ryan, RPG, CHMM
Associate Scientist

Jay C. Estes, AICP
Senior Principal Planner & Director of Operations

Authorized on _____, 2016

by _____

Title _____



AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Parks and Recreation

Contact Name: Darcie S. Crew

Phone: 228-938-2356

Agenda Topic: Pascagoula Recreation Commission Appointment - April 2016

Attach additional information as necessary

Action Requested:

Accept application from David Blackledge for the vacancy on the Pascagoula Recreation Commission.
Appoint new member to the Pascagoula Recreation Commission effective April 6, 2016.

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

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Pascagoula City Council
C/O Pascagoula Parks and Recreation Department
2935 Pascagoula Street
Pascagoula, MS 39567
Email address.com

February 9, 2015

Dear Council Members:

I am the Director of Estuarine Education and Leadership Development at the Mississippi Gulf Coast Community College in Gautier and would very much like to serve on the Pascagoula Recreation Commission where I believe my experience and enthusiasm would be an asset.

Both my wife and I spent careers in the military travelling all over the world and, after buying a home in Pascagoula last year, we are excited about finally having a home town to call our own. We could have lived anywhere, but we kept feeling the pull of Pascagoula. We were impressed by the city's execution of its vision to be the best municipality in the state and the way it showed its commitment to the theme of being "A Great Place to Live, Work, and Play!". Consequently, we are now Mississippians by choice and Pascagoula Proud!

I am especially excited about the recreational opportunities in Pascagoula and the city's clear commitment to improving and expanding them. In addition to my current role at MGCCC, my experience in recreation covers the spectrum from serving as a youth soccer coach to using recreational activities such as cycling, paddling, and surfing to help Wounded Warriors recover from their injuries. I have a strong commitment to recreational activities as a means of building stronger communities, developing life lessons for young people, strengthening family ties, serving as a medium for healing both physical and psychological trauma, and providing healthy outlets for the stresses of daily living.

Early in my job at the college, I met with Darcie Crew and Kristi Ducote to discuss opportunities to form a partnership between MGCCC and Pascagoula's Parks and Recreation Department. As a result, MGCCC has provided in-kind contributions to numerous city events worth over \$3,000. These include providing volunteers to rehabilitate B.B. Jennings Park and providing demonstrations of paddling sports during the Family Campout, Riverfest, Paddlepalooza, and supporting the Mississippi Recreation and Parks Association annual conference.

I have always been active in the community where I live and I am committed to making a positive difference here in my new home town. I am currently a volunteer member of the Board of Directors for the Gulf Coast Family Counseling Agency (a United Way Agency), a volunteer member of the Audubon Coastal Bird Watch Program, an individual member of the Jackson County Chamber of Commerce, and a member of Leadership Jackson County's class of 2015.

I am available for either a personal or telephone interview and look forward to the next step in the selection process.

I thank you for considering my application and, more importantly, I thank you for what you all do for our states's Flagship City!

Sincerely,



David N. Blackledge

DAVID N. BLACKLEDGE

2425 Pascagoula Street, Pascagoula, MS 39567
202-316-8437 / [dnblackled@aol.com](mailto:dblackled@aol.com)

OBJECTIVE: Member of the city of Pascagoula Recreation Commission.

SUMMARY: Over 30 years of experience in operations management for military, business, and educational entities of increasing size and scope, culminating in leadership of an organization of 13,000 personnel. Proven track record of dynamic leadership, resource management, and organizational improvement in various state, national, and international environments. Demonstrated excellence in verbal and written communication skills to include Spanish language proficiency. Additional strengths include:

- Establishing Strategic Partnerships
- Strategic planning
- Strategic communications
- Team building
- Problem solving
- Financial management

ACCOMPLISHMENTS:

Establishing Strategic Partnerships: As a senior leader on the Army Staff with personal experience in recovering from both physical and psychological wounds from combat, recognized the benefit of physical recreational activities in wounded warrior recovery. Established an informal partnership with a non-profit organization (Ride2Recovery) that used cycling as a means to hasten recovery of wounded warriors. Personally set the example by participating in capstone multi-day rides with physically and mentally disabled veterans. The program was so successful that it was formally adopted by the U.S. Army and broadened in scope to include other sports with annual Wounded Warrior Games national events.

Strategic planning: As the new director of the Estuarine Education Center, tasked with developing a plan to use the facilities for generating additional revenue for the college, developed and executed a strategic plan that exceeded first year's revenue goals by over 1,000% (goal of \$3,000; generated \$32,000) while significantly improving facilities and increasing use by college students and staff, K-12 groups, and the general community.

Strategic communications: As the first general officer to be wounded in Iraq, suffer from post-traumatic stress and receive successful mental health treatment, volunteered to publicly share personal experience via numerous venues and all forms of media to reduce the stigma associated with help-seeking behavior and encourage others to get needed assistance.

Team building: As the manager responsible for overall planning and coordination of the first democratic national elections in Iraq, organized a cooperative team representing numerous organizations with various election responsibilities (elections monitoring, logistics, ballot distribution/collection, security, personnel hiring and payroll). The result was a successful election that exceeded all goals in voter turnout and security.

Problem solving: As the leader of an organization that conducted an annual charitable event that was struggling to increase donations, developed an expanded outreach program with an innovative public communications plan that resulted in a 220% increase in donations.

Financial Management: As the manager of a major business unit, implemented a revised budget process that delegated responsibility to subordinate unit managers while still centrally monitoring performance against goals. Expenditures were so effectively executed that the higher headquarters allocated an additional \$5 million during the last fiscal quarter.

WORK HISTORY

Director of Estuarine Education and Leadership Development 2013 - Present
Mississippi Gulf Coast Community College, Gautier, MS

Responsible for managing the college's Estuarine Education Center (40 acres of woods and wetlands) that serves as an experiential learning laboratory for outdoor recreation leadership, natural resource management, environmental science, and community exposure to outdoor recreation (nature trails, paddling sports, rock climbing, ropes challenge course, disk golf, etc.). Manage a staff of 2 full and 6 part-time employees with an annual budget of over \$ 550,000.

Special Assistant to the Chief Executive Officer 2011 - 2012
U. S. Army Reserve Command, Fort Bragg, NC

Responsible for coordinating the efforts of three major business units with overlapping responsibilities to develop the future operating doctrine, organizational structure, educational system, and training facilities for 15,000 specialized military personnel.

General Manager (Commanding General) 2009 - 2011
U. S. Army Civil Affairs & Psychological Operations Command, Fort Bragg, NC.

Recruited, trained, organized and equipped operational personnel for worldwide deployment. Provided assistance and support to the families of deployed personnel. Managed 13,000 personnel with an annual operating budget of \$45 million.

Plans and Operations Manager 2007 - 2009
Department of the Army, Washington, DC

Developed plans for the improved utilization and care of 600,000 military personnel. Responsible for the development of cost-effective changes to national policy and legal statutes to improve personnel management, training, health care, and family services.

Previous work experience includes: Senior military coordinator for international, governmental, and non-governmental organizations in numerous disaster areas requiring rapid delivery of emergency services and infrastructure reconstruction. Over 15 years of management experience with the Procter & Gamble Company. Human resources manager for a manufacturing plant with 225 employees, responsible for overseeing the transition to a high performance work system. Operations manager for a highly regulated health care manufacturing plant in a newly-acquired international facility; supervised 120 personnel with a \$3 million annual operating budget.

EDUCATION: Master of Business Administration, University of Wisconsin
Bachelor of Science, United States Military Academy

CERTIFICATIONS: Level 2 Kayak Touring Instructor, American Canoe Association
Mississippi Master Naturalist, Mississippi State University Extension Service
Mississippi Habitat Steward, Wildlife Mississippi
Challenge Course Facilitator, Association of Challenge Course Technology
Advanced SCUBA Diver, Professional Association of Diving Instructors

AFFILIATIONS: The Audubon Society
The Nature Conservancy
The Sierra Club
Military Order of the Purple Heart
Wounded Warrior Project
Veterans of Foreign Wars



Agenda Number: 27.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Parks and Recreation

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Job Description for Beautification Crew Leader

Attach additional information as necessary

Action Requested:

Approve job description for the Beautification Crew Leader. This is a change in description and upgrade from CWC Superintendent (grade 106) to Beautification Crew Leader (grade 108).

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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City of Pascagoula Job Description

Beautification Crew Leader

DEPARTMENT:	Parks & Recreation	LABOR GRADE:	108
EXEMPT(Y/N):	No	POSITION CODE:	
REPORTS TO:	Director of Beautification and Maintenance		

MEETING PERFORMANCE EXPECTATIONS

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

SUMMARY:

This position is responsible for the maintenance of landscaped areas, the general positive appearance of entryways and public green spaces in the City of Pascagoula.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Provides direct supervision and oversight of the daily maintenance of the beautification and landscaped areas within the City of Pascagoula.
- Oversees the maintenance of all landscaped areas including rights-of-way, roadways, major thoroughfares, medians and green spaces including installation of plants, flowers, shrubbery, trees, mulch and other items to beautify the City.
- Maintains small equipment and minor vehicular repairs.
- Must possess the ability to safely use gardening hand tools and equipment including chainsaws, mowers, hedgers, augers, and tool sharpening equipment.
- Provides training to the beautification staff in the proper and safe use of hand tools and mechanical equipment necessary for the performance of the assigned duties.
- Operates heavy equipment.
- Plans, prioritizes and implements work schedules.
- Completes the necessary paperwork such as work orders, timesheets and material requisitions.
- Briefs Director and makes recommendations on job status and personnel issues.
- Plans and organizes the job, ensuring that sufficient resources and materials are available.
- Maintains assigned equipment and notifies management of repair needs.
- Supervises Beautification Laborers and Seasonal Urban Youth Corps Laborers.

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

QUALIFICATION REQUIREMENTS:

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

SUPERVISORY REQUIREMENT:

This position directly supervises full-time and part-time laborers on a daily basis and seasonal Urban Youth Corps Laborers.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent. Five (5) to ten (10) years experience in a manual labor supervisory position directly related to outside activities or an equivalent combination of education and experience that results in the required knowledge, skills, and abilities is required.

SPECIAL QUALIFICATIONS:

A state of Mississippi Department of Agriculture and Commerce Commercial Pesticide Applicator Certificate or the ability to obtain one within 12 months of employment is required. The ability to operate a variety of equipment and tools including forklifts, end loaders, mowers, mechanic tools, and trucks is required. A valid Mississippi Class D 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 and 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.

This position is required to sit, stand, and walk for a sustained period of time; the ability to see and hear; bend and lift up to 100 pounds. Work requires the ability to differentiate between colors, climb, crawl, stoop and possess physical dexterity.

WORKING ENVIRONMENT:

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

This position typically performs work in a poorly lit and inadequately heated and ventilated environment. Observance of safe work practices and avoidance of falls, trips, and similar construction site hazards.



Agenda Number: 28.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Parks and Recreation

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Job Description for Laborer - Beautification

Attach additional information as necessary

Action Requested:

Approve job description for Laborer - Beautification. This is a new position which is necessary due to the elimination of the MDOC County Work Center Inmate Program.

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

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Job Description

Laborer - Beautification

DEPARTMENT: Parks and Recreation **POSITION CODE:**
EXEMPT(Y/N): No **PAY GRADE:** 104
REPORTS TO: Beautification Crew Leader

MEETING PERFORMANCE EXPECTATIONS

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

SUMMARY:

This full-time position is responsible for performing routine maintenance work in and around the City of Pascagoula in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Operates a small dump truck to transport sand, clay, soil and supplies.
- Operates a light truck to carry tools, equipment supplies, and crews to and from job sites.
- Operates a tractor with front-end loader and box blades to prepare existing and new landscaped areas; occasionally services and performs minor repairs on automotive equipment.
- Assists in loading and unloading materials and equipment.
- Prepares soil, installs plants, flowers, shrubbery and mulch to landscaped areas; pulls weeds; provides chemical application of weed control as needed.
- Cleans vacant lots and rights-of-way as needed.
- Performs general cleaning and maintenance tasks in and around City facilities;
- Trims tree limbs and bushes and performs general yard work such as mowing and edging;
- Determines the equipment and supplies needed to perform duties.
- Prepares and maintains all types of landscaped areas including rights-of-way, roadway medians, green spaces and major thoroughfares.
- Picks up litter and debris throughout the City; ensures the safety and security of each landscaped areas.
- Any other duties assigned by the Beautification Crew Leader.

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

QUALIFICATION REQUIREMENTS:

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

SUPERVISORY REQUIREMENT:

This position does not supervise any employees.

EDUCATION and/or EXPERIENCE:

Some experience in the operation of automotive equipment, tractors, and trucks; prepares and maintains landscaped areas; maintaining equipment; and completion of a standard grade school course or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SPECIAL QUALIFICATIONS:

Knowledge of traffic rules; mechanical aptitude; ability to make minor repairs and adjustments to equipment; dependability; knowledge of skill and semi-skill trades such as, plant types and installation and a valid Mississippi driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret documents, instruction manuals, policies and procedures is essential. Strong interpersonal skills are essential to maintain effective working relationships with others. The ability to work effectively and efficiently to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve 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 or hear. The employee is also regularly required to stand; walk; sit; and use hands to finger, handle or feel objects, tools or controls. The employee is occasionally required to reach with hands and arms, and to sit; climb or balance and stoop, kneel, crouch or crawl, lift and move heavy objects and operate lawn care equipment. The employee is required to lift objects weighing 50 lbs or more and operate mowers and tractors.

WORKING ENVIRONMENT:

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

The majority of work is performed outdoors in all types of weather conditions. The noise level in the work environment is usually moderate.



Agenda Number: 29.

AGENDA ITEM REQUEST FORM

Meeting Date: April 5, 2016

Submitting Department or Individual: Finance

Contact Name: Cathy Turner

Phone: 938-6608

Claims Docket for April 5, 2016

Agenda Topic: _____

Attach additional information as necessary

Action Requested:

Approve Order for Docket of Claims

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

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ORDER

WHEREAS, the attached docket of claims for the period March 11, 2016, through April 1, 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.

DATE: 4/1/2016
TIME: 8:59:04AM

CLAIMS REPORT
WARRANT 04/05/2016

PAGE: 1

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
A & B DISCOUNT TIRES INC					
91377	TIRES/W-14	40067270 - 552100		16001635	\$790.00
<u>VENDOR TOTAL:</u>					<u>\$790.00</u>
A-1 AUTO PARTS AND REPAIR INC					
91332	AUTO MAINT/UNIT #14582	01010075 - 562600		16001831	\$167.45
<u>VENDOR TOTAL:</u>					<u>\$167.45</u>
ACTION PRINTING CENTER INC					
91415	BUSINESS CARDS/MASSEY	01010075 - 559000		16001746	\$78.15
<u>VENDOR TOTAL:</u>					<u>\$78.15</u>
KAREN ADERER					
91616	IN SVC TRAINING	01007075 - 557100		16002043	\$200.00
<u>VENDOR TOTAL:</u>					<u>\$200.00</u>
AIR SERVICES					
91378	SERVICE/REFRIGERATOR/SR CTR	01030075 - 562900		16001779	\$75.00
<u>VENDOR TOTAL:</u>					<u>\$75.00</u>
AIRGAS USA LLC					
91333	ACETYLENE/MECHANIC SHOP	01024070 - 552530		16001738	\$70.84
91498	WELDING RODS/ CARPENTER SHOP	01024070 - 551900		16001686	\$35.43
<u>VENDOR TOTAL:</u>					<u>\$106.27</u>
AQUA TECH					
91615	MAINT WATER FILTER SVC/FIRING RANGE	01015570 - 552200		16002009	\$225.00
<u>VENDOR TOTAL:</u>					<u>\$225.00</u>
ROBERT B BEALL, ESTATE OF					
91319	2014 LEASE PYMT/NATHAN HALE	01020175 - 563000		16001881	\$2,231.03
91320	2015 LEASE PYMT/NATHAN HALE	01020175 - 563000		16001881	\$2,215.13
<u>VENDOR TOTAL:</u>					<u>\$4,446.16</u>
BELL AUTO PARTS					
91416	TRASH TRUCK FLUIDS	01030175 - 562600		16001935	\$49.50
91335	DIESEL OIL/ S-10	40067375 - 562610		16001722	\$162.00
91487	BRAKE FLUID/OIL/FILTERS/ST DEPT	40067375 - 562600		16001723	\$496.25
<u>VENDOR TOTAL:</u>					<u>\$707.75</u>
BILOXI PAPER COMPANY					
91334	CLEANING SUPPLIES	01015570 - 551420		16001846	\$62.01
<u>VENDOR TOTAL:</u>					<u>\$62.01</u>

** Indicates pre-issue check.

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BOTTER HONDA					
91376	PARTS/FIRE DEPT	01016570 - 552020		16001858	\$53.00
91417	MOTORCYCLE MAINT/#136	01010075 - 562600		16001949	\$88.45
VENDOR TOTAL:					\$141.45
BOYER ABSTRACTING					
91419	TITLE SEARCH/4111 & 4401 CEDAR ST	01018075 - 555400		16001976	\$160.50
VENDOR TOTAL:					\$160.50
BOYLES MOAK INSURANCE					
91420	RENEWAL OF FLEET INSURANCE	01009975 - 560150		16001972	\$24,569.00
VENDOR TOTAL:					\$24,569.00
BROWN, MITCHELL & ALEXANDER INC					
91421	CHEROKEE DR NEIGHBORHOOD INFRASTRUC	01020180 - 578000	91502	15001179	\$2,183.99
91422	CHEROKEE DR NEIGHBORHOOD INFRASTRUC	01020180 - 578000	91502	15001179	\$1,095.05
91640	ENGINEERING SVC BEACHFRONT PROMENAD	10041075 - 568440	31502	15004367	\$4,256.69
91421	CHEROKEE DR NEIGHBORHOOD INFRASTRUC	40067280 - 578300	91502	15001179	\$1,934.05
91421		40067480 - 578500	91502	15001179	\$6,796.46
91422	CHEROKEE DR NEIGHBORHOOD INFRASTRUC	40067280 - 578300	91502	15001179	\$969.73
91422		40067480 - 578500	91502	15001179	\$3,407.72
VENDOR TOTAL:					\$20,643.69
CABLE ONE INC					
91338	3/8-4/7/16 DIGITAL RECEIVER FEE/PD	01010575 - 563050		16001894	\$5.28
91341	3/8-4/7/16 INTERNET SVC/NATURE CTR	01009975 - 556040		16001933	\$99.95
91342	3/8-4/7/16 INTERNET SVC/CITY HALL	01009975 - 556040		16001933	\$140.07
91343	3/8-4/7/16 INTERNET SVC/BAYOU CASOTTE	01009975 - 556040		16001933	\$99.95
91344	3/8-4/7/16 INTERNET SVC/SR CTR	01009975 - 556040		16001933	\$205.98
91345	3/8-4/7/16 INTERNET SVC/LAKE AVE	01009975 - 556040		16001933	\$107.95
91346	3/8-4/7/16 INTERNET SVC/FIRING RANGE	01009975 - 556040		16001933	\$176.59
VENDOR TOTAL:					\$835.77
CAMPER CITY TRUCK ACCESSORIES INC					
91370	WIRE PLUG/S-8	40067375 - 562610		16001860	\$25.00
VENDOR TOTAL:					\$25.00
CATHOLIC SOCIAL & COMMUNITY SERVICES, INC					
91638	PUBLIC SVC REIMBURSEMENT	10041075 - 568440	71606	16002053	\$1,070.00
VENDOR TOTAL:					\$1,070.00
CDW-GOVERNMENT INC					
91336	SURVIELLANCE EQUIPMENT	01010070 - 551900		16001775	\$92.14
VENDOR TOTAL:					\$92.14

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CELLULAR SOUTH					
91347	2/16 CELL PHONE SVC	01008075 - 556020		16001924	\$2,889.79
91347		01010575 - 556040		16001924	\$1,399.65
VENDOR TOTAL:					\$4,289.44
CENTRAL PIPE SUPPLY INC					
91374	PIPE FITTINGS / STOCK	40067270 - 552820		16001720	\$66.60
91375	PIPE FITTINGS / STOCK	40067270 - 552820		16001720	\$1,213.88
91428	METERS/ 3201 EDEN/3500 CHICOT	40067270 - 552800		16001706	\$890.00
91429	CORP/CURB STOPS/STOCK	40067270 - 552820		16001350	\$1,982.96
91430	CORP/CURB STOPS/STOCK	40067270 - 552820		16001350	\$1,179.90
91431	CORP/CURB STOPS/STOCK	40067270 - 552820		16001350	\$50.00
91613	HYDRANT EXTENSIONS/STOCK	40067270 - 552780		16001931	\$1,030.00
VENDOR TOTAL:					\$6,413.34
CHANNING BETE COMPANY INC					
91423	CPR BOOKS	01016070 - 550120		16001897	\$283.47
91423		01016070 - 550210		16001897	\$288.62
VENDOR TOTAL:					\$572.09
SHAWN RENEE CHAPPELL					
91424	2/16-3/16 YOGA INSTRUCTOR	01030075 - 568950		16001995	\$330.00
VENDOR TOTAL:					\$330.00
CITY ELECTRIC SUPPLY CO					
91340	BALL FIELD LIGHT BULBS	01030170 - 552600		16001866	\$149.70
91425	YOUTH BASEBALL FIELD WALKWAY LIGHTS	01030170 - 552200		16001770	\$283.64
91426	LIGHT BULBS/FIRE STATION	01016770 - 551420		16001985	\$48.75
91432	LIGHTS/BAYOU CASSOTTE	01016770 - 552900		16001690	\$455.00
91371	TRACER WIRE / STOCK	40067370 - 552860		16001347	\$455.82
VENDOR TOTAL:					\$1,392.91
CITY OF MOSS POINT					
91427	1/20-2/19/16 WATER BILL/TS	48068575 - 562610		16001958	\$23.00
VENDOR TOTAL:					\$23.00
COAST MICE					
91372	MICE/NATURE CTR	01035570 - 551900		16001681	\$100.00
VENDOR TOTAL:					\$100.00
COAST WATER WELL SERVICE INC					
91451	SOCCER COMPLEX WELL/TANK REPAIR	01030175 - 562900		16001936	\$1,210.00
VENDOR TOTAL:					\$1,210.00

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COMPTON ENGINEERING P A					
91337	SENIOR CENTER REPAIRS	01030175 - 555900		16001903	\$630.00
91454	ADA EVALUATION/TRANSITION PLAN	01040275 - 568440	15006	16001283	\$11,240.00
91456	CONCEPTUAL-RIVERFRONT BOAT DOCK	01040475 - 555900		16000269	\$1,081.00
91461	PRELIMINARY ENGINEERING DESOTO	01020180 - 578000	91508	15002977	\$2,120.00
91459	SAFE ROUTES TO SCHOOL/BEACH ELEMENTA	10041075 - 568440	71406	16000188	\$3,672.19
91460	SAFE ROUTES TO SCHOOL PROF SVC	10041075 - 568440	71406	15001108	\$969.62
91641	POINT PARK MASTER PLAN	10041075 - 568440	21302	16002011	\$1,337.50
91452	POINT PARK PH 3 CONSTRUCTION	18043075 - 568440	21501	15002426	\$1,200.00
91458	POINT PARK UTILITY IMPROVEMENT	40067280 - 578300		16001970	\$351.00
91458		40067380 - 578000		16001970	\$351.00
VENDOR TOTAL:					\$22,952.31
CONSOLIDATED PIPE & SUPPLY CO INC					
91373	SS INSERT/STOCK	40067270 - 552820		16001554	\$664.00
VENDOR TOTAL:					\$664.00
CUMBEST CUMBEST HUNTER & MCCORMICK					
91339	DONATED PROPERTY TITLE OPINION	01006075 - 555400		16001916	\$600.00
VENDOR TOTAL:					\$600.00
CUPIT SIGNS INC					
91642	TRUCK BADGING	01024175 - 562600		16001381	\$170.00
VENDOR TOTAL:					\$170.00
CUSTOM PRODUCTS CORP					
91490	DECALS/POLICE VEHICLES	01010075 - 562600		16001845	\$197.82
VENDOR TOTAL:					\$197.82
DADE PAPER CO					
91462	ROLL PAPER TOWELS	01018070 - 551900		16001996	\$83.88
91463	JANITORIAL SUPPLIES	01030170 - 551420		16001963	\$72.94
VENDOR TOTAL:					\$156.82
DADS SUPER PAWN					
91353	AMMUNITION/PD	01010070 - 551600		16001822	\$65.00
VENDOR TOTAL:					\$65.00
DAUGHERTY KEVIN					
91351	EMT REIMBURSEMENT	01016170 - 550120		16001813	\$15.00
VENDOR TOTAL:					\$15.00
DECCO INC					
91350	SERVICE AIR COMPRESSORS/WATER DEPT	40067275 - 562880		16001824	\$2,943.15

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VENDOR TOTAL:					\$2,943.15
DELTA SANITATION LLC					
91611	3/16 FRONTLOAD/8000 BAYOU CUMBEST	48068575 - 561400		16002030	\$106.06
91612	2/16 RENT/HAUL/4015 14TH ST	48068575 - 561400		16002028	\$670.00
VENDOR TOTAL:					\$776.06
DELTACOM					
91609	3/16 PHONE SVC	01009975 - 556040		16002033	\$609.80
91610	3/16 PHONE SVC	01009975 - 556040		16002033	\$1,797.19
VENDOR TOTAL:					\$2,406.99
DEPARTMENT OF FINANCE & ADMIN					
91453	02/16 COURT ASSESSMENTS	01000000 - 220300		16001947	\$64,813.20
91453		01000000 - 220301		16001947	\$25.00
91453		01000000 - 220303		16001947	\$291.75
VENDOR TOTAL:					\$65,129.95
DIXIE GLASS & TRIM SHOP					
91354	ANCHOR SQ WINDOW REPLACEMENT	01040470 - 552200	80000	16001759	\$142.75
91491	GLASS WINDOW REPLACEMENT	01040470 - 552200	80000	16001099	\$25.00
VENDOR TOTAL:					\$167.75
DOMINOS PIZZA					
91607	PIZZA/AFTER SCHOOL CARE	01030175 - 567000		16002006	\$77.04
91608	BASKETBALL AWARDS PIZZA PARTY	01030170 - 552600		16001647	\$108.00
VENDOR TOTAL:					\$185.04
DPS CRIME LAB					
91352	3/16 CRIME LAB FEES	01011075 - 568110		16001830	\$300.00
91449	02/16 PUB SAFETY COURT ASSMT	01000000 - 220302		16001946	\$3,833.50
91450	02/16 COURT INTERLOCK FEE	01000000 - 220302		16001946	\$990.00
91348	3/16 CRIME LAB FEES	04215075 - 568100		16001843	\$600.00
VENDOR TOTAL:					\$5,723.50
GILDA TIA EDWARD					
91355	CARDIO GROOVE INSTRUCTOR	01030175 - 568950		16001929	\$39.00
VENDOR TOTAL:					\$39.00
EMERGENCY ROOM GROUP, LTD					
91464	MEDICAL FEES/PRISONER/GRESSETT	01011575 - 568950		16001954	\$53.55
91467	MEDICAL FEES/PRISONER/GRESSETT	01011575 - 568950		16001954	\$150.63
91468	MEDICAL FEES/PRISONER/GRESSETT	01011575 - 568950		16001954	\$150.63
91469	MEDICAL FEES/PRISONER/GRESSETT	01011575 - 568950		16001954	\$101.85
91471	MEDICAL FEES/PRISONER/GRESSETT	01011575 - 568950		16001954	\$249.13

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ESTABROOK MOTOR CO INC					
91472	DIAGNOSIS/REPAIRS/S-12	40067375 - 562600		16001927	\$94.95
VENDOR TOTAL:					\$705.79
FAIRHOPE BOAT CO INC					
91359	KAYAKS/PADDLES	01040275 - 568440	15001	16001801	\$2,066.88
VENDOR TOTAL:					\$2,066.88
FEDERAL EXPRESS CORP					
91358	SHIPPING/PPM CONSULTANTS INC	01006075 - 555400		16001855	\$25.78
VENDOR TOTAL:					\$25.78
FORD MOTOR CREDIT CO.-MUNICIPAL					
91357	LEASE PYMT 2013 FORD 150	01011085 - 580836		16000318	\$633.94
VENDOR TOTAL:					\$633.94
FORESTRY SUPPLIERS INC					
91473	NFWF WATER QUALITY MONITORING	10041075 - 568440	31501	16001879	\$683.96
VENDOR TOTAL:					\$683.96
FOUR SEASONS GARDEN CENTER					
91474	FLOWERS FOR CITY	01024170 - 552300		16001902	\$352.50
VENDOR TOTAL:					\$352.50
FUELMAN OF MS					
91356	3/7-13/16 FUEL USAGE	01004070 - 551300		16001887	\$16.30
91356		01010070 - 551300		16001887	\$2,037.90
91356		01016070 - 551300		16001887	\$41.87
91356		01016170 - 551300		16001887	\$276.54
91356		01020170 - 551300		16001887	\$330.13
91356		01024070 - 551300		16001887	\$14.72
91356		01024170 - 551300		16001887	\$106.40
91356		01025070 - 551300		16001887	\$28.23
91356		01030070 - 551300		16001887	\$50.00
91356		01030170 - 551300		16001887	\$263.41
91475	3/14-20/16 FUEL USAGE	01010070 - 551300		16001990	\$1,850.22
91475		01016070 - 551300		16001990	\$69.56
91475		01016170 - 551300		16001990	\$216.64
91475		01018070 - 551300		16001990	\$100.53
91475		01020170 - 551300		16001990	\$542.93
91475		01024070 - 551300		16001990	\$114.58
91475		01024170 - 551300		16001990	\$92.41
91475		01025070 - 551300		16001990	\$37.46

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91475	3/14-20/16 FUEL USAGE	01030170 - 551300		16001990	\$144.00
91606	3/21-27/16 FUEL USAGE	01010070 - 551300		16002040	\$2,082.98
91606		01016070 - 551300		16002040	\$58.60
91606		01016170 - 551300		16002040	\$302.60
91606		01018070 - 551300		16002040	\$51.94
91606		01020170 - 551300		16002040	\$240.95
91606		01024070 - 551300		16002040	\$34.18
91606		01024170 - 551300		16002040	\$70.76
91606		01025070 - 551300		16002040	\$34.51
91606		01030170 - 551300		16002040	\$41.04
91356	3/7-13/16 FUEL USAGE	40065070 - 551300		16001887	\$21.95
91356		40067170 - 551300		16001887	\$46.24
91356		40067270 - 551300		16001887	\$426.14
91356		40067370 - 551300		16001887	\$111.21
91356		40067470 - 551300		16001887	\$301.37
91475	3/14-20/16 FUEL USAGE	40065070 - 551300		16001990	\$29.71
91475		40067170 - 551300		16001990	\$44.68
91475		40067270 - 551300		16001990	\$278.81
91475		40067370 - 551300		16001990	\$151.08
91475		40067470 - 551300		16001990	\$228.91
91606	3/21-27/16 FUEL USAGE	40067170 - 551300		16002040	\$72.29
91606		40067270 - 551300		16002040	\$280.50
91606		40067370 - 551300		16002040	\$155.38
91606		40067470 - 551300		16002040	\$193.59
VENDOR TOTAL:					\$11,593.25

GOLDIN METALS INC

91364	WELL STORAGE MATERIALS/BAYOU CASOTTE	01024070 - 552200		16001834	\$1,045.88
VENDOR TOTAL:					\$1,045.88

GOODGAMES' INC

91476	SHAKESPEARE AT THE SQUARE BANNER	01040475 - 567100		16001878	\$180.00
91477	PASCAGOULA POSSIBILITIES TOUR	01040475 - 567100		16001692	\$225.00
91604	CITY PARKING SIGNS	01040475 - 558900		16001649	\$1,049.00
VENDOR TOTAL:					\$1,454.00

GRAHAM CONSTRUCTION COMPANY INC

91478	EXCAVATOR RENTAL/OLD MOBILE-WHITMOR]	01020175 - 563050		16001290	\$800.00
VENDOR TOTAL:					\$800.00

PATRICE P GREEN

91360	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001930	\$352.50
91363	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16001885	\$236.25
91605	DO BETTER DIVAS INSTRUCTOR	01030175 - 568950		16002007	\$311.25
VENDOR TOTAL:					\$900.00

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GT DEVELOPMENT & CONTRACTIN					
91643	14TH STREET BRIDGE APPROACH	01020180 - 578000		16001784	\$13,600.00
91644	CHEROKEE FOREST INFRASTRUCTURE	01020180 - 578000	91502	15003115	\$12,459.30
91644	CHEROKEE FOREST INFRASTRUCTURE	40067280 - 578300	91502	15003115	\$9,613.05
91644		40067380 - 578400	91502	15003115	\$58,968.23
<u>VENDOR TOTAL:</u>					<u>\$94,640.58</u>
GULF BREEZE LANDSCAPING					
91361	TREE REPLACEMENTS	01024170 - 552300		16001395	\$1,710.00
<u>VENDOR TOTAL:</u>					<u>\$1,710.00</u>
GULF COAST SYMPHONY ORCHESTRA					
91479	ADVERTISING RESOURCES/SOUNDS BY THE SJ	01040475 - 568612		16001992	\$10,000.00
<u>VENDOR TOTAL:</u>					<u>\$10,000.00</u>
GULF COAST WOMEN'S CENTER FOR					
91639	PUBLIC SVC REIMBURSEMENT	10041075 - 568440	71606	16002059	\$7,000.00
<u>VENDOR TOTAL:</u>					<u>\$7,000.00</u>
GULF SALES & SUPPLY INC					
91362	BLADES/BAYOU CASSOTTE WELL	40067270 - 552810		16001724	\$35.10
<u>VENDOR TOTAL:</u>					<u>\$35.10</u>
GULF STATES CREDIT & FINANCE, LLC					
91648	COURT FINE PAYMENT COLLECTIONS	01000030 - 432800		16002039	\$543.62
<u>VENDOR TOTAL:</u>					<u>\$543.62</u>
MICHAEL K HARBIN					
91365	EMT REIMBURSEMENT	01016170 - 550120		16001883	\$15.00
<u>VENDOR TOTAL:</u>					<u>\$15.00</u>
HAYGOODS INDUSTRIAL ENGRAVERS					
91480	NAME PLATE/DONNIE CARLSON	01016070 - 550000		16001787	\$39.00
<u>VENDOR TOTAL:</u>					<u>\$39.00</u>
HENZE ENTERPRISES					
91366	AL RED CLAY	01030170 - 552600		16001756	\$270.00
91481	AL RED CLAY	01030170 - 552600		16001921	\$270.00
<u>VENDOR TOTAL:</u>					<u>\$540.00</u>
IPMA-HR INTL PUBLIC MANAGEMENT ASSO					
91482	TEST MATERIAL/ENTRY LEVEL	01007070 - 550300		16001974	\$245.00
<u>VENDOR TOTAL:</u>					<u>\$245.00</u>

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JACK FERRILL'S HEAVY EQUIPMENT					
91483	DEMOLITION/1415 ST. PETER ST	01018075 - 568007		16001977	\$6,130.75
<u>VENDOR TOTAL:</u>					<u>\$6,130.75</u>
JACKSON COUNTY ECONOMIC DEVELOPMENT					
91645	JCEDF ANNUAL PLEDGE	01040475 - 568950		16002016	\$33,000.00
<u>VENDOR TOTAL:</u>					<u>\$33,000.00</u>
JAMES & BARTLETT LEARNING LLC					
91598	EDUCATIONAL BOOKS/FIREFIGHTERS	05016875 - 557280		16001632	\$150.80
<u>VENDOR TOTAL:</u>					<u>\$150.80</u>
KARSYN					
91496	UNIFORMS/PD	01010070 - 551500		16001901	\$81.96
<u>VENDOR TOTAL:</u>					<u>\$81.96</u>
KL TREE SERVICE AND STUMP GRINDING, LLC					
91367	TREE REMOVAL/BEACH PARK	01024175 - 562310		16001514	\$700.00
<u>VENDOR TOTAL:</u>					<u>\$700.00</u>
KONE INC					
91599	ELEVATOR MAINT/FIRING RANGE	01015575 - 562900		16002012	\$741.08
91600	8/15 ELEVATOR MAINTENANCE	01015575 - 562900		16002012	\$375.00
91601	11/15 ELEVATOR MAINTENANCE	01015575 - 562900		16002012	\$375.00
91602	1/16 ELEVATOR MAINT	01015575 - 562900		16002012	\$375.00
91603	2/16 ELEVATOR MAINT	01015575 - 562900		16002012	\$375.00
<u>VENDOR TOTAL:</u>					<u>\$2,241.08</u>
LEWIS PRINTING					
91368	PARKING TICKETS	01010075 - 559000		16001792	\$877.12
<u>VENDOR TOTAL:</u>					<u>\$877.12</u>
LEWIS TRAILER SALES, INC					
91369	BIG TEX TRAILER	01024180 - 578800		16001443	\$5,550.00
<u>VENDOR TOTAL:</u>					<u>\$5,550.00</u>
LEXIS NEXIS RISK SOLUTIONS					
91484	2/16 FEE/SMMET	04215075 - 568100		16001823	\$179.67
<u>VENDOR TOTAL:</u>					<u>\$179.67</u>
LISCO INC					
91379	REPAIR/CALIBRATION/GAS LEAK	40067470 - 552840		16001696	\$469.88
<u>VENDOR TOTAL:</u>					<u>\$469.88</u>

** Indicates pre-issue check.

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LOCKARD & WILLIAMS INSUR SERV PA					
91485	3/8-23/16 CLAIMS RUN	50050075 - 568010			\$72,425.98
VENDOR TOTAL:					\$72,425.98
LOWES HOME CENTERS INC					
91586	STEEL REBAR/STOCK	01020170 - 552500		16001906	\$1,896.00
91587	NATURE CENTER POND PUMP	01035570 - 551900		16001890	\$42.73
91588	NATURE CENTER POND PUMP	01035570 - 551900		16001890	\$46.55
91589	RETURN NATURE CENTER POND PUMP	01035570 - 551900		16001890	\$-46.55
91590	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$20.62
91591	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$95.01
91592	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$13.26
91593	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$18.56
91594	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$112.27
91595	RENOVATION FRONT OFFICE	01016770 - 552200		16001418	\$7.91
91596	ROUNDUP/REGULATOR STATION	40067470 - 551900		16001728	\$18.02
VENDOR TOTAL:					\$2,224.38
M & E FEED & SEED					
91646	FOOD/K-9	01011270 - 551470		16001988	\$671.84
VENDOR TOTAL:					\$671.84
MATTHEW BENDER & COMPANY INC					
91455	MS CODE COURT RULES UPDATE	01006070 - 550200		16001856	\$22.44
91457	MS ADV LEGISLATIVE SERVICE	01006070 - 550200		16001915	\$29.75
VENDOR TOTAL:					\$52.19
MCCAIN UNIFORMS					
91486	UNIFORMS/POLICE DEPT	01010070 - 551500		16001905	\$26.00
91488	UNIFORMS/POLICE DEPT	01010070 - 551500		16001905	\$1,197.00
91488		01011270 - 551480		16001905	\$373.10
91492	UNIFORMS/POLICE DEPT	01011270 - 551480		16001905	\$153.95
91497	UNIFORMS/POLICE DEPT	01010070 - 551500		16001849	\$193.90
91499	UNIFORMS/POLICE DEPT	01010070 - 551500		16001853	\$120.00
91647	UNIFORMS/POLICE DEPT	01010070 - 551500		16001416	\$151.70
VENDOR TOTAL:					\$2,215.65
MCCARTER & ENGLISH, LLP					
91465	02/16 GAS SYSTEM	40067475 - 555900		16001957	\$133.95
91466	NEW CONT ROFR/GAS SYSTEM	40067475 - 555900		16001959	\$794.10
VENDOR TOTAL:					\$928.05
CHRISTOPHER MCCORMICK					
91649	REIMB/EMT CARD	01016170 - 550120		16001956	\$15.00

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VENDOR TOTAL:					\$15.00
MICRO METHODS INC					
91500	AIR QUALITY TEST/14TH ST BLDG	40065070 - 551900		16001757	\$350.00
VENDOR TOTAL:					\$350.00
MILLERS NURSERY					
91470	FLOWERS/VARIOUS LOCATIONS	01024170 - 552300		16001865	\$1,560.00
91650	FLOWERS/VARIOUS LOCATIONS	01024170 - 552300		16001964	\$1,110.20
VENDOR TOTAL:					\$2,670.20
MIRACLE RECREATION EQUIPMENT CO					
91651	MAINT PARTS/PLAYGROUND EQUIPMENT	01030170 - 552600		16001877	\$75.00
VENDOR TOTAL:					\$75.00
MOBILE BAY HARLEY DAVIDSON INC					
91501	MOTORCYCLE MAINT/UNIT-30951	01010075 - 562600		16001925	\$52.67
VENDOR TOTAL:					\$52.67
MS COAST BUILDING OFFICIALS ASSOC					
91502	MEM DUES/DUNNAM	01018070 - 551000		16001984	\$40.00
91503	MEM DUES/BREEDEN	01018070 - 551000		16001984	\$40.00
91504	MEM DUES/BURKS	01018070 - 551000		16001984	\$40.00
91505	MEM DUES/THOMAS	01018070 - 551000		16001984	\$40.00
VENDOR TOTAL:					\$160.00
MS MARITIME MUSEUM, INC					
91506	FY16 SUPPORT	01000175 - 568440	16002	16002024	\$15,000.00
VENDOR TOTAL:					\$15,000.00
MS MUNICIPAL LEAGUE					
91322	FY16 MEMBERSHIP DUES	01000170 - 551000		16001886	\$7,018.00
VENDOR TOTAL:					\$7,018.00
MS MUNICIPAL SERVICE COMPANY					
91507	WORKERS' COMP PREMUIIM #3 FY16	01009975 - 560050		16001880	\$94,257.00
VENDOR TOTAL:					\$94,257.00
MS POWER COMPANY					
91508	03/16 GENERAL FUND POWER BILLS	01009975 - 561000		16001941	\$34,413.20
91509	03/16 ANCHOR SQUARE POWER BILLS	01009975 - 561000	80000	16001941	\$42.61
91511	03/16 RECREATION POWER BILLS	01030175 - 561000		16001942	\$5,826.79
91510	03/16 SMMET/POWER BILLS	04215075 - 568100		16001941	\$477.97
91512	03/16 WATER/SEWER/GAS POWER BILLS	40065575 - 561000		16001943	\$20,986.86

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VENDOR TOTAL:					\$61,747.43
MS STATE COUNCIL OF SHRM					
91513	ANNUAL CONF/R MOORE	01007075 - 557600		16001922	\$275.00
VENDOR TOTAL:					\$275.00
MS STATE TAX COMMISSION					
91652	TAG/UNIT-12128	01010075 - 562600		16002044	\$14.75
91653	TAG/UNIT-12609	01010075 - 562600		16002044	\$14.75
91654	TAG/UNIT-12638	01010075 - 562600		16002044	\$14.75
91655	TAG/UNIT-12929	01010075 - 562600		16002044	\$14.75
91656	TAG/UNIT-12930	01010075 - 562600		16002044	\$14.75
91657	TAG/UNIT-12931	01010075 - 562600		16002044	\$14.75
91658	TAG/UNIT-13020	01010075 - 562600		16002044	\$14.75
91659	TAG/UNIT-14246	01010075 - 562600		16002044	\$14.75
VENDOR TOTAL:					\$118.00
MUELLER COMPANY					
91660	TAPPING PARTS/GAS DEPT	40067470 - 552840		16000668	\$2,804.57
91661	TAPPING PARTS/GAS DEPT	40067470 - 552840		16000668	\$209.56
VENDOR TOTAL:					\$3,014.13
MUNICIPAL CODE CORP					
91514	FY 2016 INTERNET FEE/MS CODE	01009975 - 559000		16001816	\$950.00
VENDOR TOTAL:					\$950.00
NATIONAL ASSOCIATION FOR THE ADVANCEMENT					
91321	ADV RESOURCES OF CITY/BANQUET	01000175 - 567000		16001914	\$320.00
VENDOR TOTAL:					\$320.00
NOTARY PUBLIC UNDERWRITERS INC					
91515	NOTARY PACKAGE/GODWIN	01007070 - 551000		16001889	\$108.00
VENDOR TOTAL:					\$108.00
OCCUPATIONAL HEALTH CENTER, INC.					
91516	NEW HIRE PHYSICALS/DRUG SCREENS	01007075 - 555500		16001870	\$195.00
91516		01007075 - 555510		16001870	\$90.00
91662	NEW HIRE PHYSICALS/DRUG SCREENS	01007075 - 555500		16002041	\$260.00
91662		01007075 - 555510		16002041	\$120.00
VENDOR TOTAL:					\$665.00
OFFICE DEPOT INC					
91523	OFFICE SUPPLIES/REC	01030170 - 550000		16001709	\$85.27
91663	OFFICE SUPPLIES/VARIOUS DEPTS	01000175 - 568440	15002	16001790	\$37.44
91663		01002070 - 550000		16001790	\$20.68

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91663	OFFICE SUPPLIES/VARIOUS DEPTS	01004070 - 550000		16001790	\$22.68
91663		01005570 - 550000		16001790	\$9.74
91663		01006070 - 550000		16001790	\$48.39
91663		01040470 - 550000		16001790	\$67.94
91663	OFFICE SUPPLIES/VARIOUS DEPTS	40065270 - 550000		16001790	\$65.90
VENDOR TOTAL:					\$358.04

OFFICIAL PAYMENTS CORPORATION

91517	12/15 ECHECK RETURNS	40000045 - 433600		16002021	\$16.00
91518	01/16 ECHECK RETURNS	40000045 - 433600		16002021	\$4.00
91519	02/16 ECHECK RETURNS	40000045 - 433600		16002021	\$16.00
VENDOR TOTAL:					\$36.00

OL' MAGNOLIA PEST CONTROL

91520	03/16 PEST CONTROL	01009075 - 562110		16001971	\$210.00
VENDOR TOTAL:					\$210.00

O'REILLY AUTO PARTS

91522	AIR HOSES/MECHANIC SHOP	01024070 - 552020		16001764	\$136.46
91521	HYDROBOOST PUMP/UNIT S-12	40067375 - 562600		16001928	\$275.20
VENDOR TOTAL:					\$411.66

PASCAGOULA TIRE AND SERVICE INC

91524	AUTO MAINT/UNIT-12513	01010070 - 552100		16001953	\$33.54
91525	AUTO MAINT/UNIT-12744	01010070 - 552100		16001953	\$390.42
91525		01010075 - 562600		16001953	\$104.33
91526	AUTO MAINT/UNIT-14574	01010075 - 562600		16001953	\$423.96
91527	AUTO MAINT/UNIT-14574	01010075 - 562600		16001953	\$385.49
91528	AUTO MAINT/UNIT-14862	01010075 - 562600		16001953	\$47.83
91529	AUTO MAINT/UNIT-10212	01010075 - 562600		16001953	\$958.46
91530	AUTO MAINT/UNIT-9840	01010075 - 562600		16001907	\$31.04
91531	AUTO MAINT/UNIT-12129	01010075 - 562600		16001907	\$33.54
91532	AUTO MAINT/UNIT-33907	01010075 - 562600		16001907	\$33.54
91533	AUTO MAINT/UNIT-14526	01010075 - 562600		16001907	\$33.54
91534	AUTO MAINT/UNIT-12743	01010075 - 562600		16001907	\$33.54
91535	AUTO MAINT/UNIT-14529	01010075 - 562600		16001907	\$33.54
91536	AUTO MAINT/UNIT-12931	01010075 - 562600		16001907	\$33.54
91537	AUTO MAINT/UNIT-14234	01010075 - 562600		16001907	\$387.37
91538	AUTO MAINT/UNIT-12931	01010075 - 562600		16001907	\$174.03
91665	AUTO MAINT/UNIT-14863	01010070 - 552100		16002017	\$33.54
91666	AUTO MAINT/UNIT-12128	01010070 - 552100		16002017	\$173.60
91667	AUTO MAINT/UNIT-14142	01010070 - 552100		16002017	\$278.38
91667		01010075 - 562600		16002017	\$213.71
91668	AUTO MAINT/UNIT-12128	01010075 - 562600		16002017	\$46.00
91669	AUTO MAINT/UNIT-14145	01010075 - 562600		16002017	\$33.54
91670	AUTO MAINT/UNIT-14145	01010075 - 562600		16002017	\$485.52

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VENDOR TOTAL:					\$4,402.00
<hr/>					
PERKINS TIRE & POLARIS					
91539	TIRE/UNIT PR-29	01024175 - 562600		16001939	\$180.40
VENDOR TOTAL:					\$180.40
<hr/>					
PETTY CASH/ACCOUNTING					
91705	11/5/15-3/30/16 PETTY CASH REIMBURSEMENT	01004075 - 568990		16002068	\$12.00
91705		01010075 - 562600		16002068	\$30.00
91705		01016570 - 552020		16002068	\$20.00
91705		01016770 - 551420		16002068	\$8.61
91705		01016770 - 552200		16002068	\$49.21
91705		01024170 - 553500		16002068	\$24.98
91705		01030070 - 551900		16002068	\$89.66
91705		01030075 - 567000		16002068	\$172.61
91705	11/5/15-3/30/16 PETTY CASH REIMBURSEMENT	40065075 - 557000		16002068	\$24.00
VENDOR TOTAL:					\$431.07
<hr/>					
PIONEER MANUFACTURING COMPANY					
91540	PAINT MACHINE PARTS/REC	01030175 - 562610		16001840	\$79.10
VENDOR TOTAL:					\$79.10
<hr/>					
ANN PITRE					
91664	PER DIEM/PRAM CONF	01002075 - 557000		16001948	\$82.00
VENDOR TOTAL:					\$82.00
<hr/>					
POCHE POLYGRAPH LLC					
91541	POLYGRAPH EXAM/NGUYEN	01010070 - 550120		16001993	\$150.00
91542	POLYGRAPH EXAM/MCQUEEN	01010070 - 550120		16001993	\$150.00
91543	POLYGRAPH EXAM/KING	01010070 - 550120		16001993	\$150.00
91544	POLYGRAPH EXAM/BERNARD	01010070 - 550120		16001993	\$150.00
91545	POLYGRAPH EXAM/SMITH	01010070 - 550120		16001993	\$150.00
91546	POLYGRAPH EXAM/WHATLEY	01010070 - 550120		16001993	\$150.00
VENDOR TOTAL:					\$900.00
<hr/>					
PORTABLE SERVICES INC					
91547	PORT O LETS/TUCKER ST	01030175 - 563050		16001983	\$170.00
91548	PORT O LETS/LIGHTHOUSE PARK	01030175 - 563050		16001983	\$85.00
VENDOR TOTAL:					\$255.00
<hr/>					
PUCKETT MACHINERY COMPANY					
91671	MAINT REPAIRS/UNIT ST-46	01020175 - 562610		16001725	\$529.30
91671	MAINT REPAIRS/UNIT ST-46	40067275 - 562610		16001725	\$529.30
91671		40067375 - 562610		16001725	\$529.30
91671		40067475 - 562610		16001725	\$554.06

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VENDOR TOTAL:					\$2,141.96
<hr/>					
RAY ALLEN MANUFACTURING, LLC					
91549	SUPPLIES/K-9	01011270 - 551470		16001821	\$212.89
VENDOR TOTAL:					\$212.89
<hr/>					
SAINT VINCENT DE PAUL SOCIETY					
91550	02/16 PROJECT COPE	40000000 - 220515		16001750	\$338.62
VENDOR TOTAL:					\$338.62
<hr/>					
SAM'S CLUB					
91672	GROC/SR CENTER	01030075 - 567000		16001854	\$281.79
91673	GROC/SR CENTER	01030075 - 567000		16001854	\$91.96
VENDOR TOTAL:					\$373.75
<hr/>					
CHARLOTTE A SAUCIER					
91551	ART INSTRUCTOR/SR CENTER	01030075 - 568950		16001981	\$95.04
VENDOR TOTAL:					\$95.04
<hr/>					
SHRED IT					
91674	DOCUMENT SHREDDING/CITY HALL	01009075 - 562900		16001975	\$56.98
VENDOR TOTAL:					\$56.98
<hr/>					
SINGING RIVER ELECTRIC POWER ASSOC					
91597	1/16 POWER BILL	01009975 - 561000		16001989	\$9,887.35
91597		01030075 - 561000		16001989	\$1,550.09
91597		01030175 - 561000		16001989	\$4,863.27
91597	1/16 POWER BILL	40065575 - 561000		16001989	\$14,866.49
VENDOR TOTAL:					\$31,167.20
<hr/>					
SINGING RIVER HEALTH SYSTEM					
91675	REIMB/CDBG PUBLIC SVC	10041075 - 568440	71606	16002056	\$7,000.00
VENDOR TOTAL:					\$7,000.00
<hr/>					
SOLARWINDS INC					
91552	DAMEWARE SUPPORT/MIS	01008075 - 562010		16001837	\$128.00
VENDOR TOTAL:					\$128.00
<hr/>					
SOUTHERN ATHLETIC FIELDS INC					
91553	FIELD CONDITIONER/REC	01030170 - 552600		16001704	\$1,760.00
VENDOR TOTAL:					\$1,760.00
<hr/>					
SOUTHERN CROSS CORP					
91676	FLAME PAK CALIBRATION/GAS DEPT	40067470 - 552840		16000805	\$887.85

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SOUTHERN FINANCIAL SYSTEMS INC					
91554	02/16-02/29 COURT FINE COLLECTIONS	01000030 - 432800		16001911	\$88.56
91555	02/01-03/03 UTILITY COLLECTIONS	40000050 - 434400		16001841	\$25.00
VENDOR TOTAL:					\$887.85
SOUTHERN PIPE & SUPPLY CO INC					
91556	PIPE SUPPLIES/WATER PLANTS	40067275 - 562880		16001763	\$39.35
VENDOR TOTAL:					\$39.35
SPORTS CONDUCTOR, LLC					
91557	ON LINE REGIS FEES/REC	01030175 - 568950		16001891	\$54.60
VENDOR TOTAL:					\$54.60
STAPLES OFFICE SUPPLY					
91677	OFFICE CHAIRS/PURCHASING	01005570 - 550000		16001444	\$399.98
VENDOR TOTAL:					\$399.98
STATE CHEMICAL SOLUTIONS					
91697	DISINFECTANT/REC	01030170 - 551420		16001617	\$198.90
VENDOR TOTAL:					\$198.90
STEWART SNEED HEWES INC					
91558	PUB OFFICIALS BOND/STRICKLAND	01009975 - 560200		16001932	\$150.00
91559	PUB OFFICIALS BOND/M BERNARD	01009975 - 560200		16001932	\$150.00
VENDOR TOTAL:					\$300.00
STUTTON CORPORATION					
91560	OIL BOOM/STREET DEPT	01020170 - 551900		16001832	\$160.00
VENDOR TOTAL:					\$160.00
SUN COAST/CLAYS BUSINESS SUPPLY					
91561	OFFICE SUPPLIES/POLICE DEPT	04215075 - 568100		16001951	\$276.67
VENDOR TOTAL:					\$276.67
SUNBELT FIRE APPARATUS INC					
91678	REPAIR PARTS	01016570 - 552020		16001715	\$23.50
91698	REPAIR PARTS/UNIT E-8	01016570 - 552020		16001760	\$316.84
VENDOR TOTAL:					\$340.34
SWANK MOTION PICTURES INC					
91562	HOP/EGG HUNT/REC	01030175 - 567100		16001920	\$250.00
91563	MINIONS/CAMP OUT/REC	01030175 - 567100		16001961	\$250.00

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91564	INSIDE OUT/MOVIE NIGHT/REC	01030175 - 567100		16001867	\$250.00
VENDOR TOTAL:					\$750.00
TEKLINKS					
91565	CISCO ADV MALWARE PROTECT/MIS	01008075 - 562000		16001441	\$8,902.00
91566	03/16 TEKFILTER	01008075 - 562010		16000395	\$230.00
VENDOR TOTAL:					\$9,132.00
TEMPLE INC					
91567	8 PHASE CABINET ASSY/PROP MGMT	01024070 - 552450		16001045	\$8,571.00
VENDOR TOTAL:					\$8,571.00
TERMINIX					
91679	TERMITE CONTROL/RIVER PARK	01030175 - 562900		16001752	\$255.00
91680	TERMITE CONTROL/12TH ST FIELD	01030175 - 562900		16001752	\$165.00
VENDOR TOTAL:					\$420.00
TERRY MILLER,					
91681	COPIES/DEED RECORDINGS	01006075 - 555400		16002036	\$12.00
VENDOR TOTAL:					\$12.00
THE ZOO FACTORY					
91695	SUPPLIES/DR. SEUSS BIRTHDAY:REC	01030170 - 551900		16001580	\$275.08
91696	SUPPLIES/DR. SEUSS BIRTHDAY:REC	01030170 - 551900		16001034	\$319.44
VENDOR TOTAL:					\$594.52
THOMSON WEST					
91568	02/16 ONLINE LEGAL RSCH	01006070 - 550200		16001857	\$457.90
VENDOR TOTAL:					\$457.90
TURF MASTERS					
91569	FLOWERS/VARIOUS LOCATIONS	01024170 - 552300		16001852	\$2,640.00
91570	02/22-03/19 CONTRACT MOWING	01024175 - 562300		16001991	\$48,902.71
91571	03/16 WEED/FERT/PEST CTRL	01030175 - 562890		16001991	\$2,806.25
91572	03/16 CONTRACT LINING	01030175 - 562890		16001991	\$1,809.00
91682	02/22-03/19 MOWING/ANCHOR SQUARE	01040475 - 562900	80000	16002038	\$393.72
VENDOR TOTAL:					\$56,551.68
TYLER TECHNOLOGIES INC					
91573	01/16-03/16 MUNIS SUPPORT	01008075 - 562010		16000393	\$13,018.15
91574	01/16-03/16 OSDBA/GUI MAINT	01008075 - 562010		16001484	\$1,912.49
VENDOR TOTAL:					\$14,930.64
UMB BANK CARD SERVICES					

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91619	SURVEYMONKEY/SERVICE/COMM DEV	01040470 - 551000		16002034	\$26.00
91622	O'REILLY/BATTERY/MIS VAN	01008070 - 551900		16002034	\$89.28
91623	NRA/HANDGUN INSTRUCTOR/REUS	01013075 - 567000		16002034	\$595.00
91624	AMAZON/JANITORIAL SUPPLIES/PUB WRKS	01009070 - 551420		16002034	\$54.28
91625	AMAZON/LIGHT CNTRL/COMM DEV	01040470 - 551100		16002034	\$139.80
91626	AMAZON/DYMO LABELS/UTILITIES	01007070 - 550000		16002034	\$19.38
91627	PARADEFLOATSTUFF/DECORATIONS/SR CTR	01030075 - 567000		16002034	\$216.18
91630	AMAZON/SCANNER LABELS/ACCTG	01005070 - 551900		16002034	\$72.95
91631	GFOA/MEMBERSHIP/R WOOD	01005570 - 551000		16002034	\$150.00
91632	INTL FEST & EVENTS/MEM/STEINBERGER	01030170 - 551000		16002034	\$222.00
91633	ASFPM/MEM DUES/SCRUGGS	01018070 - 551000		16002034	\$140.00
91634	ASFPM/MEM DUES/DUNNAM	01018070 - 551000		16002034	\$140.00
91635	ASFPM/MEM DUES/BREEDEN	01018070 - 551000		16002034	\$140.00
91636	O'REILLY/BATTERY/MIS VAN	01008070 - 551900		16002034	\$95.53
91637	O'REILLY/CREDIT MEMO/MIS VAN	01008070 - 551900		16002034	\$-95.53
91699	HYATT/MML CONF/SCRUGGS	01018075 - 557000		16002051	\$171.72
91620	LINUX/GPS SERVICE/UTILITIES	40067175 - 562095		16002034	\$91.96
91624	AMAZON/JANITORIAL SUPPLIES/PUB WRKS	40067070 - 551420		16002034	\$52.86
91626	AMAZON/DYMO LABELS/UTILITIES	40065270 - 550000		16002034	\$43.04
91628	AMAZON/SCREWDRIVERS/UTILITIES	40067170 - 553000		16002034	\$24.75
91629	O'REILLY/WIPER BLADES/UTILITIES	40067175 - 562600		16002034	\$13.58
91630	AMAZON/SCANNER LABELS/ACCTG	40067170 - 551900		16002034	\$59.76
VENDOR TOTAL:					\$2,462.54
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UNITED STATES POSTMASTER					
91575	04/16 POSTAGE/UTILITY BILLS	40065575 - 556500		16000075	\$3,400.00
VENDOR TOTAL:					\$3,400.00
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THE UPS STORE					
91576	SHIPPING/UTILITIES	40065270 - 551900		16001829	\$9.49
VENDOR TOTAL:					\$9.49
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USK-9 UNLIMITED					
91577	K-9/TONY	04014875 - 568120		16001842	\$317.00
91577	K-9/TONY	10041075 - 568440	31503	16001842	\$14,283.00
VENDOR TOTAL:					\$14,600.00
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UTILITY PARTNERS LLC					
91578	03/16 DITCH MAINT	01020175 - 562340		16001806	\$21,300.00
91579	03/16 PUBLIC WORKS CONTRACT	01020075 - 568960		16001805	\$17,843.36
91579		01020175 - 568960		16001805	\$71,373.44
91579		01024075 - 568960		16001805	\$44,608.40
91579		01024175 - 568960		16001805	\$23,791.15
91579	03/16 PUBLIC WORKS CONTRACT	40065075 - 568960		16001805	\$5,947.79
91579		40067275 - 568960		16001805	\$53,530.08
91579		40067375 - 568960		16001805	\$32,712.83

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 04/05/2016

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91579	03/16 PUBLIC WORKS CONTRACT	40067475 - 568960		16001805	\$47,582.28
VENDOR TOTAL:					\$318,689.33

VARIETY OUTLET INC					
91683	SUPPLIES/EGG HUNT	01030175 - 567100		16001918	\$120.54
VENDOR TOTAL:					\$120.54

VISA					
91317	NATL LEAGUE CITIES/FLIGHT/SIMKINS	01000175 - 557000		16001868	\$391.70
VENDOR TOTAL:					\$391.70

W A REYNOLDS WHOLESALE CO					
91580	JANITORIAL SUPPLIES/POLICE DEPT	01015570 - 551420		16001666	\$400.00
91581	CHIPS/PMYC FUNDRAISER	01000175 - 568440	15002	16001693	\$98.00
VENDOR TOTAL:					\$498.00

WADE IMAGING COMPANY					
91684	02/16 FLEET COPIER/OVG	01000175 - 559000		16002026	\$7.20
91684		01002075 - 559000		16002026	\$15.60
91684		01004075 - 559000		16002026	\$17.50
91684		01005075 - 559000		16002026	\$39.56
91684		01005575 - 559000		16002026	\$3.47
91684		01006075 - 559000		16002026	\$75.96
91684		01007075 - 559000		16002026	\$15.42
91684		01010075 - 559000		16002026	\$503.35
91684		01016175 - 559000		16002026	\$16.41
91684		01018075 - 559000		16002026	\$16.42
91684		01030075 - 559000		16002026	\$189.97
91684		01030175 - 559000		16002026	\$131.38
91684		01040275 - 559000		16002026	\$128.01
91685	04/16 COPIER LEASE/CITY HALL	01008075 - 562005		16002027	\$540.35
91686	04/16 COPIER LEASE/UTILITIES	01008075 - 562005		16002027	\$540.35
91687	04/16 FLEET COPIER LEASE	01008075 - 562005		16002029	\$1,778.49
91701	02/15-03/14 CONT OVG/14TH ST	01018075 - 559000		16002032	\$62.62
91702	02/15-03/14 CONT OVG/CITY HALL	01009975 - 559000		16002032	\$273.26
91684	02/16 FLEET COPIER/OVG	04215075 - 568100		16002026	\$73.32
91688	04/16 COPIER LEASE/SMMET	04215075 - 568100		16002031	\$241.58
91684	02/16 FLEET COPIER/OVG	40065075 - 559000		16002026	\$120.50
91684		40065275 - 559000		16002026	\$175.15
91703	02/15-03/14 CONT OVG/UTILITIES	40065275 - 559000		16002032	\$279.97
VENDOR TOTAL:					\$5,245.84

WALMART COMMUNITY					
91689	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		16001630	\$39.36
91690	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		16001630	\$51.52
91691	SUPPLIES/SR CENTER	01030075 - 567000		16001862	\$30.63

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 04/05/2016

<u>DOC. #</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
91692	GROC/SR CENTER	01030075 - 567000		16001862	\$40.80
91693	SUPPLIES/SR CENTER	01030075 - 567000		16001862	\$16.78
91694	SUPPLIES/EGG HUNT	01030175 - 567100		16001892	\$188.34
VENDOR TOTAL:					\$367.43
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WAYNE LEES GROCERY & MARKET INC					
91704	GROC/SR CENTER	01030075 - 567000		16001773	\$211.55
VENDOR TOTAL:					\$211.55
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WILLIAMS DISTRIBUTING LLC					
91583	AUTO CLEANING SUPPLIES/POLICE	01010075 - 562600		16001896	\$165.00
VENDOR TOTAL:					\$165.00
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ZOLL DATA SYSTEM					
91585	04/16-06/16 RESCUENET MAINT	01008075 - 562010		16000398	\$472.50
VENDOR TOTAL:					\$472.50

GRAND TOTAL: \$1,112,183.14

GENERAL FUND	\$710,373.37
FORFIETURE & SEIZURE FUND	\$317.00
S MS METRO ENFORCEMENT TEAM	\$1,849.21
FIRE INSURANCE REBATE FUND	\$150.80
COMMUNITY DEVELOPMENT FUND	\$40,272.96
SPECIAL REVENUE PROJECTS	\$1,200.00
PASCAGOULA UTILITIES	\$284,794.76
SOLID WASTE MANAGEMENT FUND	\$799.06
PASCAGOULA GROUP INSURANCE	\$72,425.98
GRAND TOTAL	\$1,112,183.14