

RECESSED REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, JANUARY 20, 2015, 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, January 20, 2015, 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
Assistant City Clerk – Brenda J. Reed
City Clerk/Comptroller Robert J. Parker

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

Mayor Blevins made some general comments. Councilman Jackson stated he recently attended a Mississippi Economic Council session which was very informative. Mayor Blevins stated there are several projects in progress at this time. Plans are also moving forward to address the drainage problems.

Dr. Chris Wiggins, president of the Jackson County Historical and Genealogical Society, addressed the Council regarding the 2nd annual Faulkner Literary Festival which will be held on February 28, 2015. Dr. Wiggins requested \$750.00 to advertise the resources of the City of Pascagoula for this event.

Councilman Jackson made a motion to approve \$700.00 for the 2nd annual Faulkner Literacy Festival to advertise the resources of the City of Pascagoula. The motion was seconded by Councilman Pickett. Discussion followed to increase the amount to \$750.00 as originally requested by Dr. Wiggins. After no amendment was made to the original motion, the following vote was taken: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "NAY", Tadlock "NAY", and Tipton "AYE". (Approved 1-20-15)

Hillary Levens, representing Voices Campaign Grassroots Advocate/Consultants, addressed the Council regarding a Healthy Food Financing initiative to combat obesity. Ms. Levens gave an overview of House Bill No. 1328 which is an act known as the "Small Business and Grocer Investment Act". Mayor Blevins thanked Ms. Levens for the presentation.

Jen Dearman, Community and Economic Development Director, introduced Charles Coney, with PPM Consultants, who gave an update and presentation on the Brownfields Program in Pascagoula. Mr. Coney gave a Power Point presentation about the program. A question and answer session followed. Mayor Blevins thanked him for attending tonight's meeting and requested periodic updates.

The consent agenda was considered at this time:

The first item for consideration was the minutes of the Council meeting of January 6, 2015, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Hill made a motion to adopt and approve the minutes of the Council meeting of January 6, 2015, as 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 1-20-15)

Minutes of the Recreation Commission meeting held on December 3, 2014, were acknowledged by the Council.

Minutes of the Pascagoula Mayor's Youth Council meeting held on November 11, 2014, were acknowledged by the Council.

Minutes of the Pascagoula Redevelopment Authority meeting held on December 9, 2014, were acknowledged by the Council.

The next item for consideration was a Resolution allowing employee participation in the 2015 Jackson County Heart Walk Fundraising Campaign as recommended by Anne Pitre, Public Relations Specialist.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING PARTICIPATION OF
CITY EMPLOYEES AND USE OF CITY RESOURCES
IN THE 2015 JACKSON COUNTY HEART WALK/AMERICAN HEART
ASSOCIATION FUNDRAISING CAMPAIGN**

WHEREAS, the American Heart Association, a national charity, is in the process of organizing a fundraising campaign in the City of Pascagoula; and

WHEREAS, the American Heart Association, through its fundraising efforts, makes available to citizens in this community a variety of services that would otherwise not be available to them due to their economic circumstances; and

WHEREAS, American Heart Association, has requested that the City participate in this year's campaign to raise funds for the organization; and

WHEREAS, the City Council finds that the participation of its employees and use of its resources promotes a proper municipal purpose and serves as a way of advertising and bringing to favorable notice the opportunities, possibilities and resources of the City:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Manager is authorized and directed, in his discretion, to assign personnel to assist with the fundraising efforts as requested by American Heart Association.

SECTION 2. The City Manager, in his discretion, is also authorized to allow the use of City resources for this effort and as a means of advertising the resources of the City for a proper municipal purpose.

SECTION 3. No overtime compensation shall be allowed for participation by the City staff in this effort.

SECTION 4. The total costs of staff time and resources devoted to the fundraising effort shall not exceed the sum of \$1,000.00.

The above Resolution was introduced by Councilman Hill, seconded for adoption by Councilwoman Simkins, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson

“AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 20th day of January 2015.

The next item for consideration was a request to authorize the City Clerk to advertise for bids for zinc orthophosphate (Annual Bid # 350) as recommended by Jaci Turner, City Engineer.

Councilman Hill made a motion to authorize the City Clerk to advertise for bids for zinc orthophosphate (Annual Bid # 350) as 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 1-20-15)

The next item for consideration was a Resolution authorizing preliminary approval of a tax abatement request by PLS Financial Solutions of Mississippi, Inc., as recommended by Jen Dearman, Community and Economic Development Director.

The Resolution is spread on the minutes as follows:

**RESOLUTION PROVIDING PRELIMINARY APPROVAL
FOR TAX ABATEMENT REQUEST BY PLS FINANCIAL SOLUTIONS OF
MISSISSIPPI, LLC**

WHEREAS, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about January 18, 2011, established a policy for the granting of such exemptions; and

WHEREAS, PLS Financial Solutions of Mississippi, LLC, has now made application to the City Council for preliminary approval of an abatement request for construction improvements on certain property in the Central Business District that are expected to equal or exceed \$800,000 in value; and

WHEREAS, PLS Financial Solutions of Mississippi, LLC, has likewise applied for a

building permit for the purpose of constructing a PLS Financial Service Center at the location on Highway 90 at its intersection with Market Street in the Central Business District of the City of Pascagoula; and

WHEREAS, the application for the abatement is attached hereto as Exhibit A and the construction permit is attached hereto as Exhibit B; and

WHEREAS, the Planning and Building Department of the City of Pascagoula, which is responsible for the oversight of the construction of this project, has recommended to the Council that a preliminary approval of the tax abatement request be granted:

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

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of PLS Financial Solutions of Mississippi, LLC, for preliminary approval of a tax abatement on the “PLS Project” is hereby granted.

SECTION 3. This preliminary approval shall be for a tax abatement for a period of seven (7) years and 80% of the value of the improvements to the Applicant’s property.

SECTION 4. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning and Building Department of the City of Pascagoula and in strict conformance with the policy guidelines adopted by this Council on January 18, 2011.

SECTION 5. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning and Building Department of the City of Pascagoula and a certificate of occupancy has been issued.

The above Resolution was introduced by Councilman Hill, seconded for adoption by Councilwoman Simkins, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 20th day of January, 2015.

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

The next item for consideration was a request to approve the 2015 CDBG administrative services selection and agreement with The Chaucer Group, LLC, Washington, D.C., as recommended by Jen Dearman, Community and Economic Development Director.

The agreement is spread on the minutes as follows:

CONTRACTUAL AGREEMENT

This Contractual Agreement made on December 24, 2014 between The Chaucer Group LLC, with principal offices at 5406 Connecticut Avenue, N.W., Suite 807, Washington, D.C. 20015 and the City of Pascagoula, Mississippi with principal offices at 630 Delmas Avenue, Pascagoula, Mississippi 39567, states the nature and extent of the Contractual Agreement between the aforementioned parties as it pertains to the creation of the Five-Year Consolidated Plan and Action Plan by The Chaucer Group LLC for the City of Pascagoula, Mississippi.

WITNESSETH

WHEREAS, The Chaucer Group LLC is the selected contractor to the City of Pascagoula, Mississippi with regard to the creation of the Five-Year Consolidated Plan and Action Plan;

WHEREAS, The Chaucer Group LLC has the experience, qualifications and capabilities with regard to the creation of the Five-Year Consolidated Plan and Action Plan;

WHEREAS, both The Chaucer Group LLC and the City of Pascagoula, Mississippi, having carefully assessed the qualifications and interests of each other, has concluded that a mutual effort and contractual agreement is advantageous;

WHEREAS, The Chaucer Group LLC and the City of Pascagoula, Mississippi intend to express their mutual understanding of their respective roles in this Contractual Agreement;

NOW, THEREFORE, in consideration of these premises, The Chaucer Group LLC and the City of Pascagoula, Mississippi hereby agree as follows:

1.1 The Chaucer Group LLC will be responsible for the overall development and creation of the Five-Year Consolidated Plan and Action Plan. The Chaucer Group LLC will prepare and submit the Five-Year Consolidated Plan and Action Plan to the City of Pascagoula, Mississippi by the close of business June 30, 2015. The final submission of the aforementioned documents will be submitted to the U.S. Department of Housing and Urban Development (HUD) electronically on or before August 15, 2015.

1.2 The Chaucer Group LLC will not receive payment or compensation for any work associated with the creation of the Five-Year Consolidated Plan and Action Plan until such time the aforementioned documents have been successfully submitted to HUD electronically on or before August 15, 2015.

1.3 **SCOPE OF WORK AND PROJECT APPROACH:** The methodology to be used by The Chaucer Group LLC to create, write and develop the Five-Year Consolidated Plan and Action Plan begins by meeting with the community development staff as an introduction and to secure certain information that will enable the firm to begin working on the aforementioned documents. Once the firm has obtained that information, The Chaucer Group LLC will initiate citizen participation and consultation by scheduling community meetings and roundtable discussions, and various public sector agency interviews.

The Chaucer Group LLC will create a Five-Year Consolidated Plan and Action Plan in which the participating jurisdiction, meaning the City of Pascagoula, Mississippi, describes the lead agency or entity responsible for overseeing the development of the Five-Year Consolidated Plan and the various aspects of the process by which the Five-Year Consolidated Plan was developed. This same document must also identify public sector agencies, non-profit organizations and other entities that participated in the process. A description of the consultation with the Continuum of Care for the jurisdiction; public and private agencies that address housing, health, social services, employment, recreation and education needs of low and moderate income individuals and homeless individuals along with other persons with special needs will be provided.

The Chaucer Group LLC will create a Five-Year Consolidated Plan in which a housing and homeless needs assessment is provided that includes a concise summary of the City of Pascagoula's housing needs projected for the five-year period. The data used in this section of the Five-Year Consolidated Plan must be based on U.S. Census Tract data, as provided by HUD, or any other data source provided by HUD. All relevant maps and mapping must be included.

The Chaucer Group LLC will create a Five-Year Consolidated Plan in which a housing market analysis is provided based on information that describes the significant characteristics of the City of Pascagoula's housing market (both supply and demand) along with the condition and cost of housing stock available to low and moderate income individuals, homeless individuals, senior citizens, and individuals with disabilities. Information on concentrations of minorities and low-income communities must be identified. All relevant maps and mapping must be included.

The Chaucer Group LLC will create a Five-Year Consolidated Plan in which the strategic plan is provided that indicates the general priorities for allocating the HUD investments geographically within the City of Pascagoula and among various different activities and needs as described in various tables provided by HUD. Also, obstacles to meeting underserved needs must be identified. There must also be a summary of the priorities and objectives the City of Pascagoula intends to both initiate and complete during the five-year period covered by the strategic plan along with the necessary funds to address each need.

The Chaucer Group LLC will create a Five-Year Consolidated Plan in which the Action Plan is provided and will include the Standard Form 424 and a summary of the objectives and outcomes identified in the Five-Year Consolidated Plan as well as an evaluation of past performance. In addition, a summary of the citizen participation and consultation process and summary of comments/views (both pro and con) will be provided. Program specific requirements must be described and planned with respect to all CDBG funds expected to be available (including program income).

Finally, The Chaucer Group LLC will include required certifications, satisfactory to HUD, in the submission to HUD. Certifications that address affirmatively furthering fair housing; anti-displacement and relocation plan; anti-lobbying; authority of jurisdiction; consistency with strategic plan; Section 3; citizen participation; etc. must be included. Monitoring must be described along with standards and procedures that the City of Pascagoula, Mississippi will use to monitor activities funded and implemented. Requirements of minority business outreach must also be included and addressed.

1.4 **INTELLECTUAL PROPERTY:** For the purposes of this Contractual Agreement, Intellectual Property shall mean patented and unpatented inventions, mask works, copyrighted works, software, software development tools, methodologies, processes, technologies, algorithms, trade secrets, know-how and proprietary information of either The Chaucer Group LLC and the City of Pascagoula, Mississippi. It is mutually understood and agreed that neither The Chaucer Group LLC nor the City of Pascagoula, Mississippi shall acquire, directly or by implication, any rights in any Intellectual Property of the aforementioned parties which is owned, controlled, acquired, developed, authored, conceived or reduced to practice independent of this Contractual Agreement, or prior to the date of this Agreement, regardless of whether such Intellectual Property is embodied in any material provided the other herein.

1.5 **ORGANIZATIONAL CONFLICT OF INTEREST:** Neither The Chaucer Group LLC nor the City of Pascagoula, Mississippi has knowledge of any actual or potential organizational conflict of interest, meaning a situation in which either of the aforementioned parties has a financial interest or relationship or unequal access to information which could adversely affect the ability of The Chaucer Group LLC and the City of Pascagoula, Mississippi to perform under this Contractual Agreement. Conflict of Interest also is interpreted to include that The Chaucer Group LLC is capable of performing the scope of work as defined herein with objectivity; and that The Chaucer Group LLC does not have an unfair competitive advantage.

1.6 **TERMINATION:** The Contractual Agreement shall terminate and all rights and duties hereunder shall cease upon the occurrence of any of the following:

(a) Official announcement by the City of Pascagoula, Mississippi that it does not intend to submit a Five-Year Consolidated Plan and Action Plan to the U.S. Department of Housing and Urban Development (HUD).

(b) Mutual consent of The Chaucer Group LLC and the City of Pascagoula, Mississippi in writing;

(c) Either The Chaucer Group LLC or the City of Pascagoula, Mississippi reasonably determines that the other has failed to carry out its material obligations herein;

1.7 **DISPUTE RESOLUTION:** Any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this Contractual Agreement, to performance by either party herein, or to the threatened, alleged or actual breach thereof by The Chaucer Group LLC or the City of Pascagoula, Mississippi, must be disposed of by mutual agreement within a period of thirty (30) days after either of the parties herein has provided written notice of the dispute to the other.

1.8 **INDEPENDENT CONTRACTOR:** The Chaucer Group LLC is an independent contractor and nothing in this Contractual Agreement shall constitute, create or give effect to any employee relationship or affiliation.

1.9 **FORCE MAJEURE:** Neither The Chaucer Group LLC nor the City of Pascagoula, Mississippi shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation cited herein, directly or indirectly caused by or resulting from: acts of God; acts of terrorism; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages; weather conditions; or other causes beyond the reasonable control of either The Chaucer Group LLC or the City of Pascagoula, Mississippi.

2.0 **ASSIGNMENT:** Neither The Chaucer Group LLC nor the City of Pascagoula, Mississippi may assign, transfer, sell or in any way encumber its interest, in whole or in part, herein without the prior written consent of the both of the aforementioned parties. For the purpose of this Contractual Agreement, any corporate merger, acquisition or similar change in ownership shall not be considered an assignment.

2.1 **MODIFICATIONS:** This Contractual Agreement shall not be amended or modified unless set forth in a document executed by duly authorized representatives of The Chaucer Group LLC and the City of Pascagoula, Mississippi.

2.2 **SEVERABILITY:** In the event any portion of this Contractual Agreement is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining portions of this Contractual Agreement shall remain in full force and effect. In the event that any part, term or provision of this Contractual Agreement is held void, illegal, unenforceable, or in conflict with any law of the Federal, State, or Local Government having jurisdiction over this Contractual Agreement, both The Chaucer Group LLC and the City of Pascagoula, Mississippi agree, to the extent

possible, to include a replacement provision, construed to accomplish its originally intended effect, that does not violate such law or regulation.

2.3 **NOTICES:** All notices, certificates, acknowledgements, or other communications herein shall be in writing, and shall be deemed properly delivered when duly mailed by first class mail, certified mail, postage prepaid, or delivered by hand to the intended party as specified below:

Notices should be sent to:

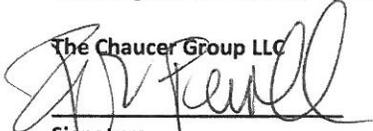
The Chaucer Group LLC
5406 Connecticut Avenue, N.W.
Suite 807
Washington, D.C. 20015
Telephone: 202-480-7737
E-mail: RitaLFerrall@gmail.com

City of Pascagoula, Mississippi
Office of Community and Economic
Development
630 Delmas Avenue
Pascagoula, Mississippi 39567
Telephone: 228-938-6651
E-mail: jdearman@cityofpascagoula.com

2.4 **WAIVER:** No waiver of any provision of this Contractual Agreement shall be effective, except pursuant to a written instrument signed by either The Chaucer Group LLC or the City of Pascagoula, Mississippi waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

2.5 **ENTIRE CONTRACTUAL AGREEMENT:** This Contractual Agreement shall constitute the entire, complete, final understanding and agreement by and between The Chaucer Group LLC and the City of Pascagoula, Mississippi. All prior agreements, representations, statements, negotiations, and understandings are superseded.

2.6 **SIGNATURES:** Persons who are properly authorized to legally bind their respective organizations have executed this Contractual Agreement below. Each signatory acknowledges that he/she has read this Contractual Agreement, understands it, and agrees to be bound by its terms.


The Chaucer Group LLC
Signature
Rita L. Ferrall
President and CEO
Date: 12/24/14

The City of Pascagoula, Mississippi

Signature
Name: _____
Title: _____
Date: _____

Councilman Hill made a motion to approve the 2015 CDBG administrative services selection and agreement with The Chaucer Group, LLC, as recommended and authorize the City

Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 1-20-15)

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

The next item for consideration was a request to approve Task Order No. 027 with Compton Engineering, Inc., Pascagoula, MS, for conceptual work on the Market Street Improvements Project as recommended by Jaci Turner, City Engineer.

The task order is spread on the minutes as follows:

**COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.027:**

**TASK ORDER No. 027
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT**

PROJECT NAME: Market Street Improvements

Owner to identify desired services:

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

Owner's General Description of Project: The consultant shall prepare a topographic and boundary survey of the Market Street right-of-way, a concept/phasing plan for the proposed Market Street improvements, and a conceptual opinion of cost for the proposed Market Street improvements starting at Kenneth Avenue on the north and ending at Beach Boulevard on the south.

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

Consultant to provide detailed proposed scope of work, with any applicable associated milestones, dates, and costs associated with phases of work:

Proposed Scope of Work:

1. CE shall provide survey services to conduct a topographic and boundary survey of the Market Street right-of-way starting at Kenneth Avenue on the north and ending at Beach Boulevard on the south. The survey shall pickup all property lines and easements adjacent to the Market Street right-of-way.
2. CE shall provide preliminary engineering services to prepare a concept/phasing plan for the proposed improvements with in the Market Street right-of-way starting at Kenneth Avenue on the north and ending at Beach Boulevard on the south.
3. CE shall provide preliminary engineering services to prepare a conceptual opinion of cost for the proposed improvements with in the Market Street right-of-way starting at Kenneth Avenue on the north and ending at Beach Boulevard on the south.

Timeline and Milestones: CE will begin work within 21 days of receipt of an executed agreement. CE will complete the services within 120 days thereafter.

COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.027:

Cost and Method of Compensation (Lump Sum or Hourly Rates):

1. CE shall provide survey services as described in item 1 above for a lump sum fee of \$50,900.00. Additional survey of intersecting streets, three dimensional scan of key intersections, right-of-way acquisition, and easement acquisition shall be provided via an amendment to this task order at a later date on an as-needed basis.
2. CE shall provide preliminary engineering services as described in item 2 above on a time and material basis not to exceed \$14,200.00 based on CE's hourly rates in the general services agreement.
3. CE shall provide preliminary engineering services as described in item 3 above on a time and material basis not to exceed \$6,025.00 based on CE's hourly rates in the general services agreement.

The proposed professional services in this agreement are preliminary in nature and are for planning purposes only. Additional professional services shall be required via a separate agreement to prepare contract documents for bid and construction of the actual proposed improvements.

KRY 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, 2014.

CITY OF PASCAGOULA:
BY: _____
DATE: _____

CONSULTANT:
BY: Norman C. Jeter
DATE: 1-13-2015

Councilman Hill made a motion to approve Task Order No. 027 with Compton Engineering, Inc. for conceptual work on the Market Street Improvements Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins

“AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 1-20-15)

(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 bid award of the Kenneth and School Street Lift Station contract to the lowest and most responsive bid of Hudson Contracting, Inc., Waynesboro, MS, in the amount of \$116,300.00 as recommended by Jaci Turner, City Engineer, and Neel-Schaffer, Inc. This contract will complete the Jackson County Adult Detention Facility Off-Site Improvements Project at the Kenneth Street and School Street pump stations in accordance with the engineer's recommendation. This award would be contingent upon meeting all requirements of the existing MOU between the City of Pascagoula and Jackson County regarding funding.

Additional information is spread on the minutes as follows:



engineers
planners
surveyors
environmental
scientists
landscape
architects

January 12, 2015

Ms. Jaclyn Turner, P.E.
City of Pascagoula, City Engineer
4015 14th Street
Pascagoula, MS 39567

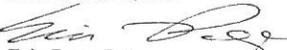
RE: JACKSON COUNTY ADULT DETENTION FACILITY OFF-SITE IMPROVEMENTS
KENNETH STREET AND SCHOOL STREET PUMP STATIONS
RECEIPT OF BIDS

Dear Jaci,

Bids were received for the above referenced project on January 6th, 2015 at 2:00 p.m. at City Hall. These bids were submitted to perform the improvements to the Kenneth Street and School Street Pump Stations which are being impacted by the construction of the Jackson County Adult Detention Facility and is proceeding as agreed upon and confirmed with a Memorandum of Understanding by and between Jackson County and the City of Pascagoula. The work for which these bids were received was previously reviewed and approved for release by the City of Pascagoula.

Two bids were received. Based on the information provided, it appears that the lowest responsive bid is in the amount of **\$116,300.00** and was provided by **Hudson Contracting, Inc.** Neel-Schaffer recommends that the City review and consider the bid submitted by Hudson Contracting contingent upon review and concurrence with the City's legal counsel. A bid tabulation is attached for your records. If you have any questions or need any additional information, please feel free to contact me at (228) 696-2649.

Sincerely,
Neel-Schaffer, Inc.


Eric Page, P.E.
Asst. Eng. Manager

Attachments

707 Watts Ave, Suite C, Pascagoula, MS, 39567 - Office 228.696.2649

NEEL-SCHAFFER Solutions you can build upon		BID TABULATION City of Pascagoula, Mississippi January 6, 2015 @ 2:00 PM		Hudson Contracting, Inc. P.O. Box 30 Waynesboro, MS 39367		Graham Construction Co., Inc. P.O. Box 670 Escatawpa, MS 39552		
Improvements to Kenneth Street and School Street Pump Stations MS 11379.03		Item	Description	Unit	Quantity	Unit Price	Extension	
1.0	Mobilization	L.S.			1	\$ 3,500.00	\$ 3,500.00	
2.0	Site Work	L.S.			1	\$ 6,500.00	\$ 6,500.00	
3.0	Maintenance of Traffic	L.S.			1	\$ 500.00	\$ 500.00	
4.0	Improvements to Kenneth Street Pump Station	L.S.			1	\$ 43,100.00	\$ 43,100.00	
5.0	Improvements to School Street Pump Station	L.S.			1	\$ 62,700.00	\$ 62,700.00	
TOTAL BID							\$ 116,300.00	\$ 163,000.00

I certify this is a true and accurate tabulation of bids received at 2:00 P.M., Local Time, January 6, 2015, for Improvements to Kenneth Street and School Street Pump Stations.


Eric Page, P.E.

Councilman Hill made a motion to award the Kenneth Street and School Street Lift Station contract to Hudson Contracting, Inc. as recommended, contingent upon meeting all requirements of the existing MOU between the City of Pascagoula and Jackson County regarding funding, and authorize the City Manager to execute the related documents once all requirements are met. 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 1-20-15)

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

The next item for consideration was a request to approve Task Order No. 031 with Compton Engineering, Inc., Pascagoula, MS, for design and construction services associated with the portion of the recently bid Sewer Rehabilitation Project as recommended by Jaci Turner, City Engineer. The project will be funded with bond proceeds.

The task order is spread on the minutes as follows:

COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.031:

TASK ORDER No. 031
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME:

City of Pascagoula Bond Funded Sewer Evaluation & Rehabilitation Project 2014

Owner to identify desired services:

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

Owner's General Description of Project: Provide professional services for the preparation of bid documents, bid administration, construction administration, and construction observation of the proposed sanitary sewer collection system improvements as shown on the attached Exhibit "A".

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

Consultant to provide detailed proposed scope of work, with any applicable associated milestones, dates, and costs associated with phases of work:

Proposed Scope of Work:

1. CE shall provide design services to prepare bid documents to acquire bids one time for a contractor to construct the proposed sanitary sewer collection system improvements as shown on the attached Exhibit "A".
2. CE shall provide services during construction to include bid administration, construction administration, and construction observation for the construction of the proposed sanitary sewer collection system improvements as shown on the attached Exhibit "A".

Timeline and Milestones: CE will begin work within 14 days of receipt of an executed agreement.

Cost and Method of Compensation (Lump Sum or Hourly Rates):

1. CE shall provide design services as described in item 1 above for a fee based on a percentage of the construction cost off of the SRF fee curve. The estimated fee is

\$92,021.01 based on an estimated cost of construction of \$1,168,269.90. The actual fee shall be adjusted based on the summary change order price for the proposed sanitary sewer collection system improvements with a written amendment to this agreement.

2. CE shall provide services during construction as described in item 2 above on a time and material basis not to exceed \$87,874.18 based on CE's hourly rates in the general services agreement. The fee amount for the services during construction shall be based on a 180 calendar day construction contract. The actual fee shall be adjusted based on

COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.031:

the actual length of the calendar day contract for the proposed sanitary sewer collection system improvements at the time of the summary change order with a written amendment to this agreement.

KRY 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, 2014.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: Kevin R. Yates

DATE: 1-13-2015

Page 2 of 2

Councilman Hill made a motion to approve Task Order No. 031 with Compton Engineering, Inc. for design and construction services associated with the portion of the recently bid Sewer Rehabilitation Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 1-20-15)

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

Next for consideration was the annual renewal of the surety bond with the Mississippi Department of Employment Security (MDES) through Hardy and Jacobson, Inc. as recommended by Regina Moore, Human Resources Generalist. This surety bond serves as collateral for reimbursement of unemployment payments in the event that MDES is unable to collect quarterly invoiced payments from the City. The premium amount is \$630.00 and covers the period January 1, 2015, to December 31, 2015.

Councilman Hill made a motion to approve the annual renewal of the surety bond with the Mississippi Department of Employment Security (MDES) through Hardy and Jacobson, Inc. as 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 1-20-15)

(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 award of Annual Bid # 347 for antiscalant/antifoulant/dispersant to American Water Chemical, Plant City, FL, as recommended by Jaci Turner, City Engineer. The price is \$2,360.00 per 55 gallon drum.

Councilman Hill made a motion to award the Annual Bid # 347 for antiscalant/antifoulant/dispersant to American Water Chemical as 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 1-20-15)

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

The next item for consideration was an Ordinance vacating a portion of Delmas Avenue as recommended by Eddie Williams, City Attorney. This is Step 2 of the Exchange Agreement with NOAA.

The Ordinance is spread on the minutes as follows:

ORDINANCE NO. 1-2015

CITY OF PASCAGOULA, MISSISSIPPI

**AN ORDINANCE TO VACATE AND ABANDON A CERTAIN
HEREINAFTER DESCRIBED PORTION OF DELMAS AVENUE
BEGINNING AT A POINT 366.80 FEET WEST OF FREDERIC STREET
SUBJECT TO A RIGHT OF INGRESS AND EGRESS BY THE CITY OF
PASCAGOULA FOR THE PURPOSE OF MAINTAINING AND**

OPERATING A SANITARY SEWER FORCE MAIN LYING ALONG THE NORTHERN EDGE OF THAT PORTION OF DELMAS AVENUE TO BE VACATED, LOCATED IN CLAIM SECTION 5, TOWNSHIP 8 SOUTH, RANGE 6 WEST, JACKSON COUNTY, MISSISSIPPI; AND FOR RELATED PURPOSES

WHEREAS, on or about the 6th day of January, 2015, the City Council for the City of Pascagoula approved a certain Exchange Agreement with the United States of America for the mutual exchange of certain property between the United States and the City of Pascagoula as more specifically set forth in the Exchange Agreement; and

WHEREAS, pursuant to the Exchange Agreement, and as part of the consideration for the property to be conveyed by the United States to the City of Pascagoula, the City agreed to vacate a portion of Delmas Avenue beginning at a point 366.80 feet west of Frederic Street; and

WHEREAS, the United States owns the property immediately abutting the portion of Delmas Avenue to be vacated on both sides thereof; and

WHEREAS, there is located along the northern edge of a portion of Delmas Avenue to be vacated, a certain sanitary sewer force main that was installed by the City and certain equipment for the operation thereof, which force main was installed for the purpose of affording sewer services to facilities located on the West Bank of the Pascagoula River; and

WHEREAS, it will be necessary for the City of Pascagoula to retain the right of ingress and egress over that portion of Delmas Avenue that is to be abandoned pursuant to this Ordinance for the sole purpose of the maintenance and operation of the sanitary sewer force main; and

WHEREAS, the abandonment and vacation of the hereinafter described portion of Delmas Avenue will not impede public access to other properties belonging to the City, or its agencies, or any property belonging to third parties and the same is not needed for public use; and

WHEREAS, the United States, is the owner of the property on either side of that portion of Delmas Avenue to be vacated and abandoned herein, and waives any compensation therefor; and

WHEREAS, this vacation and abandonment of the hereinafter described portion of Delmas Avenue is done in furtherance of the public good and in compliance with the Exchange Agreement entered into by and between the United States of America and the City of Pascagoula as approved by the City Council on January 6, 2015:

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

SECTION 1: The following described portion of Delmas Avenue beginning at a point 366.80 feet west of Frederic Street is hereby closed, vacated and abandoned:

PROPERTY DESCRIPTION: TRACT 3 as described in that ALTA/ACSM Land Title Survey prepared by Compton Engineering, Inc., certified and dated October 29, 2014

Being a 12,263 square feet tract of land situated in Claim Section 5, Township 8 South, Range 6 West, Jackson County, Mississippi, and a portion of Delmas Avenue of the Riverfront Addition according to the plat thereof as recorded in Plat Book 24 Page 19, Plat Records, Jackson County, Mississippi, and being more particularly described as follows:

Commencing at a 1 inch iron pipe found for the intersection of the west right-of-way line of Frederic Street (60' right-of-way) and the north right-of-way line of Delmas Avenue (called 50' right-of-way);

Thence, along said north right-of-way line, North 77 degrees 42 minutes 11 seconds West a distance of 366.80 feet, to a 1/2 inch iron rod found for the Point of Beginning;

Thence, South 12 degrees 18 minutes 31 seconds West a distance of 49.57 feet, to a 1/2 inch iron rod set for corner on the north line of Lot 1 Block B of the aforementioned Riverfront Addition;

Thence, along the north line of said Lot 1 and the north line of a tract of land conveyed to the United States of America (NOAA) as recorded in Deed Book 925 Page 46, Deed Records, Jackson County, Mississippi, North 77 degrees 41 minutes 29 seconds West a distance of 251.41 feet, to a pk nail set at the western most end of said Delmas Avenue;

Thence, North 21 degrees 14 minutes 56 seconds East a distance of 50.13 feet, to a pk nail set on the north right of way line of said Delmas Avenue;

Thence, along said north line, South 77 degrees 42 minutes 11 seconds East a distance of 243.61 feet, to the Point of Beginning and containing 12,263 square feet of land.

The basis of bearings for this survey is the Mississippi State Plane Coordinates System, East Zone (2301), NAD 83, Grid Values, using a scale factor of 0.999958376 and a convergence angle of 00 degrees 08 minutes 13 seconds determined specifically for this project using G.P.S. methods from a base station located at N314, 238.3112, E1, 074,634.9061 obtained by an OPUS solution.

SECTION 2. The aforesaid abandonment, closure and vacation of the above described portion of Delmas Avenue is subject to a perpetual right of ingress and egress on behalf of the City, or its contractors, for the sole purpose of the maintenance and operation of the sanitary sewer force main lying along the north line of the above described property.

SECTION 3. This ordinance shall not be codified.

SECTION 4. In order that the terms and conditions of the Exchange Agreement referenced in the preambles hereto may be consummated expeditiously, this Ordinance shall take effect immediately.

The above Ordinance was introduced in writing by Councilman Hill, seconded for adoption by Councilwoman Simkins, 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 20th day of January, 2015.

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 approval of the closeout documents with Mid-Western Commercial Roofers, Inc., Mobile, AL, for the new roof at the Police Department as recommended by Police Chief Kenny Johnson and Compton Engineering, Inc. The documents include Change Order No. 1 and final payment in the amount of \$11,586.04.

Councilman Hill made a motion to approve the closeout documents with Mid-Western Commercial Roofers, Inc. for the new roof at the Police Department as recommended, and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 1-20-15)

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

Next for consideration was a request to retire several fixed assets as recommended by Jeane Bull, Asst. Comptroller. The asset list is as follows:

ASSETS TRADED IN TO RETIRE JANUARY 2015

ASSET	DESCRIPTION	DESCRIPTION	DEPARTMENT	DATE ACQ	ACQ COST
14693	2013 HARLEY DAVIDSON FLHTP	Motorcycle	112	11/10/12	\$20,000.00
14694	2013 HARLEY DAVIDSON FLHTP	Motorcycle	112	11/10/12	\$20,000.00
14695	2013 HARLEY DAVIDSON FLHTP	Motorcycle	112	11/10/12	\$20,000.00
14696	2013 HARLEY DAVIDSON FLHTP	Motorcycle	112	11/10/12	\$20,000.00
14697	2013 HARLEY DAVIDSON FLHTP	Motorcycle	112	11/10/12	\$20,000.00
14606	SONIM ARMOR XP3400 CELL PHONE	Cell Phone	100	06/01/12	\$ 99.00
14659	BLACKBERRY CURVE 9310	Cell Phone	100	10/22/12	\$ 199.99
14722	IPHONE 5	Cell Phone	080	01/18/13	\$ 600.00
14540	SAMSUNG CHRONO SONIM ARMOR XP3400 CELL	Cell Phone	180	01/04/12	\$ 99.00
14719	PHONE SONIM ARMOR XP3400 CELL	Cell Phone	080	01/28/13	\$ 269.99
14718	PHONE	Cell Phone	080	01/28/13	\$ 269.99
14539	SAMSUNG CHRONO	Cell Phone	180	01/04/12	\$ 99.00

Councilman Hill made a motion to approve the request to retire the fixed assets as 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 1-20-15)

The financial reports for December 2014 were filed by the City Clerk and acknowledged by the City Council.

The next item for consideration was the annual renewal of the Termite Plan for City Hall with Orkin as recommended by Brenda Reed, Asst. City Clerk. The plan covers the period from March 20, 2015, through March 20, 2016. The renewal fee is \$255.42.

Councilman Hill made a motion to approve the annual renewal of the Termite Plan for City Hall with Orkin as 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 1-20-15)

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

The next item for consideration was an engagement letter from Butler Snow, LLP, Ridgeland, MS, to prepare and submit the City's 2015 Continuing Disclosure Statement as required by the Securities and Exchange Commission and recommended by Bobby Parker, City Clerk/Comptroller.

The engagement letter is spread on the minutes as follows:

January 14, 2015

VIA E-MAIL AT BPARKER@CITYOFPASCAGQULA.COM

Robert J. Parker
Pascagoula, Mississippi City Clerk
P. O. Box 908
Pascagoula, MS 39568-0908

Re: City of Pascagoula, Mississippi, 2015 Continuing Disclosure Submission

Dear Mr. Parker:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. This year's filing is due on or before March 31, 2015. Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City. If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$2,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same EMMA. Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented hereunder, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the matters hereunder and, (iv) the responsibilities we will assume in connection therewith.

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

J. Troy Johnston

APPROVED BY:

Name: _____

Title: _____

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Pascagoula.

Name:

Title:

Date:

cc: Eddie Williams, Esquire, (via email: ewilliams@citvofpascagoula.com)
Harry J. Blevins, Mayor, (via e-mail: jimblevins@citvofpascagoula.com)

Councilman Hill made a motion to approve the engagement letter from Butler Snow, LLP, for submission of the City's 2015 Continuing Disclosure Statement as required and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 1-20-15)

(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 retroactive approval of exercise of right of first refusal for an extension of a gas contract with Gulf South Pipeline effective January 15, 2015, as recommended by Eddie Williams, City Attorney. Retroactive approval is necessary due to deadlines imposed by a gas tariff with Gulf South Pipeline.

Councilman Hill made a motion to approve the request for retroactive approval of exercise of right of first refusal for an extension of a gas contract with Gulf South Pipeline effective January 15, 2015, as 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 1-20-15)

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

Next for consideration were the closeout documents for the Front Street Reconnection and Development and Streetscape Project (CDBG Project # R-103-290-01-KCR) and the final

payment of \$8,278.08 for Urban Planning Consultants, Inc. as recommended by Jaci Turner, City Engineer.

Councilman Hill made a motion to approve the closeout documents for the Front Street Reconnection and Development and Streetscape Project (CDBG Project # R-103-290-01-KCR) as recommended, authorize the City Manager to execute the related documents, and authorize a manual check. 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 1-20-15)

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

The following new business items were considered:

The first item for consideration was a revised Resolution authorizing the sale of surplus real property of the old Train Depot as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**REVISED RESOLUTION AUTHORIZING
SALE OF SURPLUS REAL PROPERTY**

WHEREAS, the City is the owner in fee simple of the real property described in Exhibit A attached hereto and which is hereinafter referred to as the "Train Depot"; and

WHEREAS, the City Council was advised that a prospective purchaser of this property was willing to enter into negotiation with the City for the ultimate purchase of the property pursuant to certain statutory procedures as outlined in Section 21-17-1 of the Mississippi Code; and

WHEREAS, the City Council, on or about the 2nd day of September, 2014, adopted a Resolution authorizing appraisals for this property by Kim Seaman on behalf of the City and Everett Ladner on behalf of the prospective purchaser; and

WHEREAS, it was the intent of the parties at that time that the two appraised values would be averaged to arrive at a sale price for the property; and

WHEREAS, the City's appraisal indicated a fair market value of \$78,000.00 for the property and an "amended appraisal" by Mr. Ladner indicated a fair market value of \$45,000.00,

which was qualified by a 2004 engineer's appraisal report indicating that over \$200,000.00 would be required to repair the foundation and roof structure of the Train Depot; and

WHEREAS, the City Council is of the opinion that the subsequent qualified appraisal by Mr. Ladner is not acceptable and the prospective purchaser has agreed to withdraw the same from consideration; and

WHEREAS, the City Council finds that the Train Depot is indeed surplus property and of no present use to the City and that it would be in the best interest of the City for the property to be sold to a purchaser who is willing to perform the necessary maintenance and upkeep and ultimate restoration of the property pursuant to guidelines to be set forth by the Mississippi Department of Archives and History; and

WHEREAS, pursuant to Section 57-7-1 of the Mississippi Code, municipalities are authorized to sell surplus real property for "a good and valuable consideration"; and

WHEREAS, the City Council has been advised that the prospective purchaser has agreed to pay the sum of \$70,000.00 for the Train Depot pursuant to the proposed contract attached hereto as Exhibit B; and

WHEREAS, the City Council finds that the offered amount is in fact a good and valuable consideration for the Train Depot, which is in dire need of a very costly and time-consuming restoration effort; and

WHEREAS, the City does not have the resources available to it to effect such restoration:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

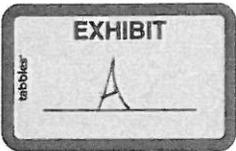
SECTION 1. All of the facts and matters set forth in the preambles to this Resolution are found to be true and correct as therein stated.

SECTION 2. The Mayor is authorized and directed to execute any and all documents necessary to effect a sale of the property described in Exhibit A for the full sum of \$70,000.00 pursuant to the terms of the proposed contract attached hereto as Exhibit B.

SECTION 3. The City Attorney is authorized and directed to engage the services of a local closing attorney to prepare all documents necessary for the consummation of the transaction and to pay for same at the time of closing, all in accordance with the terms and conditions set forth in Exhibit B.

The above Resolution was introduced by Councilman Tadlock, seconded for adoption by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 20th day of January, 2015.

The exhibits are spread on the minutes as follows:



STATE OF MISSISSIPPI
COUNTY OF JACKSON

BOOK 532 PAGE 500

WARRANTY DEED

THIS INDENTURE, made and entered into this 5th day of June, 1975, between the URBAN RENEWAL AGENCY of the City of Pascagoula, Mississippi, hereinafter referred to as the Agency, and the CITY OF PASCAGOULA, MISSISSIPPI, a public body corporate and politic hereinafter referred to as the Purchaser.

WITNESSETH:

That the Agency, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Purchaser, the following real estate, described as follows:

Depd
S. R. Arts
7/19/84 10405037.03

To find the point of beginning, commence at the point of intersection of the west margin of Magnolia Street with the centerline of the main track of the L & N Railroad; thence South 13°15' West along the west margin of Magnolia Street a distance of thirty (30) feet to the point of beginning of the following described parcel of land; thence continue South 13°15' West along the west margin of Magnolia Street a distance of fifty (50) feet to a point; thence North 76°45' West a distance of five hundred ninety-eight and eight tenths (598.8) feet to the east margin of Frederic Street; thence North 13°15' East along the east margin of Frederic Street a distance of fifty (50) feet to a point, said point being thirty (30) feet South 13°15' West from the centerline of the L & N Railroad main track; thence South 76°45' East along a line thirty (30) feet southwardly from and parallel to said centerline of main track, a distance of five hundred ninety-eight and eight tenths (598.8) feet to the point of beginning, all being in CSS, T8S, R6W, Jackson County, Mississippi. Being the same property acquired by the Grantor from the New Orleans, Mobile & Texas Railroad Co., by deed dated October 5, 1881, recorded in Deed Book 5, Page 299, in the office of the Chancery Court, Jackson County, Mississippi.

This conveyance is made subject to the following easements and covenants running with the land, to-wit:

1. GENERAL COVENANTS:

A. The covenants running with the land set forth and particularized in the Agency's Protective Covenants, dated May 4, 1972 and recorded in Deed Book 473, pages 369-404, in the office of the Chancery Clerk of Jackson County, Mississippi, and that Grantee and its assigns shall devote the property herein conveyed to the uses specified in Urban Renewal Plan of the City of Pascagoula, Mississippi.

B. The purchaser agrees for itself, its successors and assigns, to or of the property or any part thereof, that the purchaser and such successors or assigns shall:

(1) Not discriminate upon the basis of race, color or national origin in the sale, lease, or rental or in the use of occupancy of the property or any improvements erected or to be erected hereon or on any part thereof; and this covenant shall be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by (a) the Agency, its successors and assigns, (b) the City of Pascagoula and any successor in interest to the property, or any part thereof, (c) the owner of any other land, or of any interest in such land, within the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and (d) the United States, against the purchaser, its successors and assigns and every successor in interest to the property, or any part thereof or interest therein, and any party in possession or occupancy of the property or any part thereof.

In amplification, and not in restriction of, the provisions of Sections 1-A and 1-B(1) it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the covenants provided in Sections 1-A and 1-B(1) hereof, and the United States shall be deemed a beneficiary of the Covenant provided in Section 1-B(1) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Agency and the United States, for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. The Agency shall have the right, in the event of any breach of any such covenants, and the United States shall have the right in the event of any breach of the covenant provided in Section 1-B(1) hereof, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

2. SPECIAL COVENANTS:

A. The following special covenants and/or easements, to-wit:

TO HAVE AND TO HOLD the said bargained premises unto the purchaser, together with all singular the rights, members and appurtenances thereof to the same in any manner, belonging or appertaining to the only proper use, and behoof of the Purchaser forever.

And the Agency will warrant and forever defend the right and title thereof in the Purchaser against the claims of all persons whomsoever.

WITNESS OUR SIGNATURES, this the 5th day of June, 1975.



Donald J. Carley
Secretary

URBAN RENEWAL AGENCY
of the City of Pascagoula, Mississippi

By *Nolan L. Hatten*
Chairman

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named NOLAN L. HATTEN and DONALD J. CARLEY, as Chairman and Secretary of the Urban Renewal Agency of the City of Pascagoula, Mississippi respectively, who after being duly sworn by me, on oath state that they are Chairman and Secretary, respectively of the Urban Renewal Agency of the City of Pascagoula, Mississippi and that they signed, executed and delivered the above and foregoing instrument on the date thereon and for the use and purposes therein mentioned, for and on behalf of the said Urban Renewal Agency of the City of Pascagoula, Mississippi after first having been duly authorized so to do.

James C. Allen
NOTARY PUBLIC
My commission expires: *9-6-78*

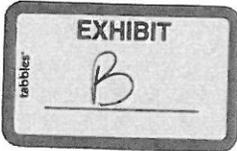
STATEMENT OF FEES

STATE OF MISSISSIPPI — JACKSON COUNTY

Filing 5¢
Recording Wds.
@ 15¢ per 100
Certificate 50¢
Indexing 15¢ for
each separate Subdivision
Total Fees *2.05*

I, Wilbur G. Dees, Clerk of the Chancery Court of said County, certify that the within Instrume was filed in my office for record on the 9th day of June 1975 at 9:30 o'clock A.M. and was duly recorded on the 10th day of June 19 in Land Deed Book No. 532 Pages 599-601 in my office. GIVEN under my hand and seal of office this 10th day of June A.D., 1975

Wilbur G. Dees
WILBUR G. DEES, Chancery Clerk



CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

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- 1. This Contract for the Sale and Purchase of Real Estate is made this the 12th day of JANUARY, 2015.
2. Buyer(s) Gulf American Railroad Company, LLC agree(s) to buy and Seller(s) City of Pascagoula agree(s) to sell the herein described Property with legal description as follows: Metes & Bounds 505 Railroad in JACKSON County, MS.
3. PURCHASE PRICE: The Buyer will pay a total sum of \$ 70,000.00. Cash Down Payment: Paid at Closing and subject to adjustments and prorations \$ 70,000.00. BALANCE: Balance payable \$ -0-. Balance is payable as follows: Sale is contingent upon Buyer(s) qualifying for loan under the following terms: If sale is contingent upon Buyer(s) ability to qualify for a loan, Buyer(s) shall make loan application within five (5) calendar days of the effective date of this Contract.
4. THE FOLLOWING FINANCING STATEMENT IS NOT APPLICABLE: Property must appraise at or above sale price or Buyer(s) shall not be obligated to complete the purchase of Property described herein and all earnest money shall be refunded to the Buyer(s).
5. EARNEST MONEY: A sum of \$ 1000.00 (per cash check) deposited with Caldwell Banker Alfonso Realty, LLC (Broker/Trustee), who shall hold it in trust, presuming clearance of check. Upon acceptance of the Contract, deposits and down payments received by above named Broker/Trustee shall be deposited in an escrow account and shall remain in that account until the transaction has been consummated or terminated. All such funds will be deposited by the above named Broker/Trustee in federally insured accounts. The Broker has the authority to provide the earnest money to the rightfully entitled party based upon the terms of the Contract. Any party who wrongfully terminates this Contract shall forfeit its right to any earnest money funds. In the event the Broker cannot determine by the terms of the Contract which party is rightfully entitled to the earnest money, Broker shall interplead the funds.
6. MULTIPLE LISTING SERVICE (MLS): The Selling Broker is a participant of the Gulf Coast Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its participants, if applicable.
7. PURCHASER HAS EXAMINED THIS PROPERTY and agrees to accept same in its present condition, except as may be specified herein.



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Rev. Date 1/2008

Coldwell Banker Alfonso Realty, Inc. 625 Courthouse Road Gulfport, MS 39507 Phone: 228.287.1600 Fax: 228.287.1601 Carlene Alfonso

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Unfiled

37 8. ALL IMPROVEMENTS ARE INCLUDED in the purchase price including, if now on the property, all fencing,
38 barns, wells, etc. Prior to the Closing, Seller may only remove the following:
39 _____
40 _____
41 _____
42 _____
43 _____

44 9. ALL PROPERTY TAXES, ASSESSMENTS AND/OR RENTALS shall be prorated through Closing date. NOTE:
45 Taxes are based upon current information furnished by the County and/or City Tax Office. Brokers and salespersons
46 cannot and do not assume any responsibility for any change or modification to the current tax assessment by the said
47 tax offices.

48 10. TITLE AND CONVEYANCE:

49 General Warranty Deed, Special Warranty Deed, Assignment of Lease, Quit Claim Deed
50 and a certificate of title prepared by an attorney, upon whose certificate title insurance may be obtained from a title
51 insurance company qualified to do and doing business in the State of Mississippi will be provided by (See Clause
52 14). Seller(s) shall, prior to Closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the
53 subject property which are not specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject
54 only to the following items recorded in the Chancery Clerk's office of said county: easements without encroachments,
55 applicable zoning ordinances, protective covenants and prior mineral reservations; otherwise Buyer(s), at its option,
56 may either (A) if defects cannot be cured by designated Closing date, cancel this Contract, in which case all earnest
57 money deposited shall be returned; (B) accept title as is or; (C) if the defects are of such character that they can be
58 remedied by legal action within a reasonable time, permit Seller(s) such reasonable time to perform this curative
59 work at Seller(s)' expense. In the event the curative work is performed by the Seller(s), the time specified herein for
60 Closing shall be extended for a reasonable period necessary for such action. Seller(s) represent(s) that the property
61 may be legally used as zoned and that no governmental agency has served any notice requiring repairs, alterations or
62 corrections of any existing condition except as stated herein.

63 11. MINERAL RIGHTS: Seller(s) will transfer (CHOOSE ONE) ANY NONE _____ %
64 OTHER _____ mineral rights which it possesses in the Property to the Buyer(s).

65 12. THE RISK OF LOSS by fire or other casualty shall be on the Seller(s) until Title is conveyed.

66 13. CLOSING: Closing to be on TBD or before if mutually agreed to by the parties.

67 14. COSTS OF SALE: (Please mark each space with appropriate letter(s)) Print the letter S if paid by the Seller(s).
68 Print the letter B if paid by Buyer(s). Print the letter J if split by parties. Print NA if not applicable or No if not
69 desired.

70	Loan Origination	_____	Doc. Prep.	_____	Flood Cert.	_____	Deed Prep.	_____
71	Disc. Points	_____	Tax Service	_____	Title Ins. Owner	_____	Leasehold Transfer	_____
72	Appraisal	_____	Pre-paid items	_____	Title Ins. Lender	_____	Well/Septic Insp.	_____
73	Credit Report	_____	Courier Ser.	_____	Environmental Insp.	_____	Perk Test	_____
74	Atty. Closing Fee	_____	Recording Fee	_____	Wetlands Insp.	_____	Underwriting	_____
75	Certificate of Title	_____	Survey	_____				
76	Other	See Attached which is a part of contract.						

77 15. POSSESSION of Property shall be delivered to Buyer(s) on Closing.

78 16. BREACH OF CONTRACT: Specific performance is the essence of this contract, except as otherwise specifically
79 herein and as further delineated below, and time is of the essence.

80 In the event of breach of this contract by Buyer, Seller may at its option (a) accept the earnest money deposit as
81 liquidated damages and this contract shall then be null and void; (b) file suit in any court of competent jurisdiction for
82 damages; or (c) file suit in any court of competent jurisdiction for specific performance. If Seller elects to proceed
83 under (a) or (b) in this section, or if Seller proceeds under (c) and is unsuccessful in a suit for specific performance,
84 but receives an award of the earnest money deposit and/or damages, Listing Broker shall retain or be paid one-half of
85 the earnest money deposit amount or damages awarded as their compensation, not to exceed the full commission due
86 under the Listing Agreement. If Seller elects to proceed under option (c) and secures specific performance, Listing
87 Broker shall be paid the full compensation due under the Listing Agreement.



88 In the event of breach of this Contract by Seller, Buyer may at its option (a) accept the return of its earnest money
89 deposit as liquidated damages and this contract shall be null and void; or (b) file suit in any court of competent
90 jurisdiction for damages, less credit for earnest money returned to Buyer; or (c) file suit in any court of competent
91 jurisdiction for specific performance. In the event of Seller's breach, Listing Broker shall be paid the full
92 compensation due under the Listing Agreement, unless and except this Contract requires Buyer to pay all or any
93 portion of said compensation.

94 If it becomes necessary to ensure the performance of the conditions of this Contract for either party to initiate
95 litigation, then the non-prevailing party agrees to pay reasonable attorneys fees and court costs in connection
96 therewith to the prevailing party.

97 17. COMPENSATION: Seller(s) Buyer(s) of property sold under this Contract or through any other negotiated
98 agreement agrees to pay as per listing agreement and prior offer of cooperation and compensation. If Broker collects
99 this compensation, or any part thereof through legal action, defaulting party agrees to pay court costs including
100 reasonable attorney fees. The agreement(s) is extended through the date of this Contract or any other agreement or
101 negotiated contract between the parties or the successors, the heirs or the assigns. Any compensation or fee due
102 hereunder shall be earned and payable upon presentation of a Buyer(s) ready, willing and able to purchase at any
103 price and terms acceptable to Seller(s), although Broker agrees to accept said compensation or fee at closing as an
104 accommodation to party paying compensation.

105 18. REAL ESTATE AGENTS ARE NOT PRINCIPALS in this transaction and are not to be held liable for any
106 conditions or non-performance of this Contract nor have they given any legal advice unless disclosed in writing
107 herein.

108 19. OTHER PROVISIONS and CONTINGENCIES:

109 *See attached which is part of this Contract.*

110 _____
111 _____
112 _____
113 _____
114 _____
115 _____
116 _____
117 _____
118 _____
119 _____

120 20. OFFER: This offer expires at _____ o'clock AM PM, Central time on (date) _____,
121 if not accepted, countered, or rejected by Seller(s) by that time.

122 21. DISCLOSURE OF AGENCY RELATIONSHIP. Check One Box:

123 (A) The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s)
124 is/are the Customer.

125 (B) The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent
126 the Buyer(s).

127 (C) The Listing Firm and its salespersons represent both the Seller(s) and the Buyer(s) as dual agents by mutual
128 agreement and all parties have signed and understand the Dual Agency Confirmation form attached and made
129 a part of this Contract.

130 (D) The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are the Customer.

131 22. AGREEMENT OF THE PARTIES: This Contract incorporates all prior agreements between parties, contains the
132 entire and final agreement of all the parties and cannot be changed except by their written consent.

133 23. SURVIVAL OF CONTRACT: All express representations, warranties and covenants shall survive delivery of the
134 deed unless specified to the contrary. All other contractual obligations shall terminate at Closing.

135 24. MISCELLANEOUS: (A) Neither party shall be bound by any terms, conditions, oral statements, warranties or
136 representations not herein contained. (B) Broker's liability to Buyer(s) and Seller(s) in this transaction shall not
137 exceed the amount it has received as commission. (C) Each party acknowledges that it has read and understands this
138 Contract. (D) This Contract shall not be assignable by either party without consent of the other party.



139 25. NOTICE: Any notices required or permitted to be given under this contract shall be delivered by hand or mailed by
140 certified or registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized
141 overnight carrier service; by facsimile with receipt acknowledgment (if the fax number is listed below); or by email
142 (if the email address is listed below), at Sender's option, and addressed as follows:

143 If to Seller(s):
144 Address: _____
145 Facsimile: _____
146 Email: _____

147 If to Buyer(s):
148 Address: _____
149 Facsimile: _____
150 Email: _____

151 Signed this the 12 day of JANUARY 2018 at 4:20 a.m. p.m., and a copy hereof received:
152 BUYER JAMES D SUTTON MO BUYER JANE G SUTTON
153
154 Phone 228-872-3005 Phone 228-875-2000 OFFICE

155 Title conveyed to (print clearly): JAMES D & JANE SUTTON
156 The foregoing offer is accepted this the _____ day of _____, at _____ a.m. p.m.,
157 and a copy hereof received:
158 SELLER _____ SELLER _____
159
160 Phone _____ Phone _____

161 A copy of this *acceptance* has been received this the _____ day of _____, at _____ a.m. p.m.
162 BUYER _____ BUYER _____
163

164 The Seller(s) have countered this offer subject to the terms of the attached Counter Offer # _____ this the _____
165 day of _____, at _____ a.m. p.m., and a copy hereof received:
166 SELLER _____ SELLER _____
167

168 The Seller(s) have rejected this offer and make no counter offer this the _____ day of _____,
169 at _____ a.m. p.m., and a copy hereof received:
170 SELLER _____ SELLER _____
171

172 A copy of this *rejection* has been received this the _____ day of _____, at _____ a.m. p.m.
173 BUYER _____ BUYER _____
174

175 Selling Agency Caldwell Banker Alfords Realty, LLC Selling Agent JOHN D. JONES
176 Business Phone 228-769-7777 Business Phone 228-219-7777
177 Listing Agency Caldwell Banker Alfords Realty, LLC Listing Agent JOHN D. JONES
178 Business Phone 228-769-7777 Business Phone 228-219-7777

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FZ - Contract for the Purchase of Lots & Land
Produced with ZipForm® by ziplook 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplook.com

Rev. Date 1/2008
Untitled

HARRY J. BLEVINS
MAYOR

JOSEPH F. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-838-6605
FAX 228-372-6851

CITY COUNCIL

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

Date: January 13, 2015

To: John Jones

From: Eddie Williams

Re: Contract for Sale and Purchase of Real Estate – Old Pascagoula Depot

John:

I am transmitting herewith the restated additional conditions under Paragraph 19 of the contract. I have stated them in such a way that the City should be able to perform each and every condition without any problem. I have left open the negotiation of a name for the street as it passes in front of the Depot. You might want to mention to Dr. Sutton that the Depot was also known as the "L&N Railroad Depot". He might want to use a street name that incorporates the old L&N logo.

With respect to the balance of the contract, and as I discussed with you this morning, the City can only convey title by "Special Warranty Deed". I think everything else is in order and, assuming we can settle on a street name, we should be able to get this matter on the January 20 calendar.

/khs

Eddie

John D. Sutton
1-14-2015

19. Other provisions and contingencies continued:

1. The City of Pascagoula (City) will provide the Buyer with a current survey reflecting the building on the subject property.
2. The City shall provide the Buyer with all forms required for obtaining a tax exemption for seven years from the City of Pascagoula excluding Pascagoula School Taxes. The City will also assist the Buyer in obtaining a similar exemption from Jackson County by furnishing the necessary documents.
3. The City and the Buyer shall negotiate a change of the street name in front of the property to reflect the proper historical context.
4. The City shall be responsible for getting approval of the transfer of the property from the Mississippi Department of Archives and History.
5. The City shall give permission to Compton Engineering, PLLC, to share information and files necessary for the Buyer to effect restoration and renovation of the Depot.
6. The City shall do all in its power to facilitate cooperation between the Buyer and the City's Building Officials for the restoration of the Depot.
7. The City shall pay up to \$850.00 toward the closing costs of this transaction.
8. The City will cooperate with the Buyer and his contractor to re-route traffic away from the south side of the existing building during the construction and renovation process. To this end, the City will agree to furnish the necessary barricades.
9. The Buyer shall be allowed to temporarily store containers for supplies, equipment and materials onsite during the restoration process.
10. The City shall provide a pest inspection report that is satisfactory to the Buyer no later than five days prior to closing.
11. This transaction shall include a transfer of the baggage cart, waiting room benches and large planters to the Buyer upon closing.

James D. Simon MD
1-14-2015

January 14, 2015

Jen Dearman
Director of Community and Economic Development
City of Pascagoula
Delmas Ave
Pascagoula, MS 39567

Jen,
Here is my contact information.

James D. Sutton, M.D.
Mississippi Eye Associates
3631 Bienville Blvd
Ocean Springs, MS 39564
228-875-2020 office

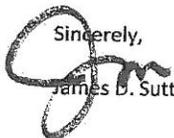
Jim and Jane Sutton
10 Sauvolle Court
Ocean Springs, MS 39564
228-872-3005 home
228-369-0902 cell

jandsutton@cableone.net

Jen,

On Friday, July 25, 2014, Todd Sanders and John Bondurant of MDHA traveled to Pascagoula to meet with myself, my wife Jane, and our agent, Mr. John Jones to discuss the possible purchase of the old Pascagoula L & N Depot with the expressed intent of renovation, and turning the depot into an ophthalmic office. At this meeting, Mr. Sanders discussed with our team the concept of the depot renovation and reviewed our concept drawings for the interior renovation. We understand that with the exception of routine maintenance, any alterations to the structure or property require prior approval of MDHA. I had the opportunity to speak with Todd Sanders in the MDHA office this afternoon, January 14, 2015, by telephone to reconnect since the summer, reconfirm his office's and his personal support for the project, which I received. Our offer to purchase has been based on our understanding that the concept of renovating the depot and converting it into a functioning "state of the art" ophthalmic office is entirely possible in light of our discussions with representatives of MDHA. We look forward to restoring the old depot and bringing it back to life, so that it can once again be a center of service for our community.

Sincerely,


James D. Sutton, M.D.

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

Next for consideration was a request for approval of an economic development website project proposal with AEF Media, Gautier, MS, for \$6,822.99 as recommended by Jen Dearman, Community and Economic Development Director. A lengthy discussion followed.

The proposal is spread on the minutes as follows:

Pascagoula Economic Website Project Proposal

Project Objective:

Create functional website for Pascagoula Economic Foundation, showcasing the economic opportunities and amenities of Pascagoula.

Elements of site needed:

- *Responsive design for mobile devices
- *Property search & gallery showcase
- *Search Engine Optimization & sitemap submission
- *File manager for documents to download
- *Optional elements as needed per client request
- *Social media integration

Scope of Work:

Website design and custom programming will be built from WordPress CMS as requested by client. Entire site will be built using up to date styles and programming language making it scalable for future development. Property and geo-location of addresses will be built from Google APIs. All content will be inserted according to the documents and existing data. AEF Media will support the website for a period of 90 days upon completion and final approval.*

**90-day support includes updates, basic maintenance, content edits or anything AEF Media is responsible for as it pertains to the final approved site. Design and additional programming not included after final approval.*

Client Responsibilities:

- *Provide domain name choices (AEF Media can register for you if needed)
- *Website hosting (AEF Media can get you hosting if needed or you can get domain and hosting through hosting company and provide access)
- *All documentation and content that will go into the website
- *Work with AEF Media to finalize designs and content edits in timely manner
- *Provide final approval for creative design for website within 3 days of delivery

Optional Social Media Management Plan:

Scope of plan: networks – Facebook/twitter

AEF Media would be responsible for launching a social media initiative for Pascagoula Economic Foundation using a Facebook page currently owned by AEF Media (www.facebook.com/pascagoula) and starting a twitter feed. Both fb and twitter would be updated regularly to create content and drive traffic back to the stand-alone website. Facebook content would consist of photos and MEMEs from around Pascagoula and surrounding areas that are applicable to gain interest among small and large business owners. Main source of content (blog posts/news updates) would stem from website and custom short links sent through the twitter feed. Marketing the Pascagoula Economic Foundation message through social media would need to be backed with specifically targeted ads. Tracking pixels will be used in the website to record users id's through the website and utilized to gain targeted audience on Facebook and twitter.

AEF will be responsible for gathering pictures, stories, and updates for posting while working with the staff to provide messaging and overall social media presence. Property updates, site locations, and city happenings are just a piece of what the page would provide. The message of “Why should we do business in Pascagoula” would be crafted with the help of the city. This is a monthly service overseen by AEF Media and turn key for the city of Pascagoula’s other social media initiatives.

COST BREAKDOWN:

All figures are estimates except for flat costs as defined in the proposal.

<u>SERVICE ITEM</u>	<u>Flat Cost</u>	<u>Estimated Cost</u>
Domain Registration	12.99 annually	N/A
Website Hosting	85.00 annually	N/A
WordPress CMS Install/Responsive CSS*	00.00	2500.00
Custom theme design	00.00	2000.00
Custom programming	000.00	75.00/hr. @ 15 hrs.
SEO and sitemap submission (Yahoo, Bing, Google, Alexa)	00.00	250.00
Tracking codes / pixels (FB/Google)	97.99	6725.00
GRAND TOTAL		6822.99

Social Media Package (Optional):

AEF Media social retainer for facebook/twitter
(see scope of work above) \$2500.00/monthly @ 12 months**

*** Ad spend of \$500 included in retainer for first 90 days – Ad spend can be increased on top of retainer for better results and targeting after the 90 days*

Contract for Services Rendered

This is a contract entered into by (hereinafter referred to as "the Provider") and (hereinafter referred to as "the Client") on this date, December 28, 2014.

The Client hereby engages the Provider to provide services described under "Scope of Work." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Cost Breakdown."

Scope and Manner of Services

Services To Be Rendered By Provider: enumerate here each particular task to be performed and its acceptable result, i. e.,

1. Development and implementation of website for Pascagoula Economic Foundation as described in above proposal.

Optional Social Media Agreement

_____ (initial) to decline.

The Client shall pay the Provider for services on the first of each month, for a period of 12 months as described in the "Social Media Package" above. The Client is entitled to reports and data monthly, which will be provided each month by Provider.

Payment for Services Rendered for Website

The Client shall pay the Provider for services rendered upon final approval of website according to project completion, within 45 calendar days of the date on any invoice for services rendered from the Provider. Should the Client fail to pay the Provider the full amount specified in any invoice within calendar days of the invoice's date, a late fee equal to \$100.00 shall be added to the amount due.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

(Printed Name of Client or agent)

(Printed Name of Provider or agent)

(Signature of Client or agent) (Date)

(Signature of Provider or agent) (Date)

After discussion, Councilman Jackson made a motion to approve the proposal from AEF Media for a Pascagoula Economic Development Website Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Mayor Blevins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "NAY", Jackson "AYE", Pickett "NAY", Simkins "NAY", Tadlock "NAY", and Tipton "NAY".
(Motion failed 1-20-15)

The next item for consideration was an appointment to the Recreation Commission due to a vacancy after the death of Melinda Mitchell last month. Joe Huffman, City Manager, advised this vacancy will be advertised and anyone interested should submit a resume to his office by 5:00 p.m. on Friday, February 6, 2015.

The next item for consideration was an appointment to the Recreation Commission due to the resignation of Tommy Dorsey. Joe Huffman, City Manager, advised this vacancy will be advertised and anyone interested should submit a resume to his office by 5:00 p.m. on Friday, February 6, 2015.

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

ORDER

WHEREAS, the attached docket of claims for the period of January 2, 2015, through January 16, 2015, has been presented to the City Council for allowance and approval;

WHEREAS, the below claim numbers 12-05-01, 12-19-02, 12-31-03 and 12-04 have also been presented to the City Council for allowance and approval:

<u>December 5, 2014</u>		<u>Claim # 12-05-01</u>
010	General Fund	\$ 481,588.09
400	Pascagoula Utilities	22,845.16
480	Solid Waste Mgmt.	<u>449.12</u>
	Total	<u>\$ 504,882.37</u>
<u>December 19, 2014</u>		<u>Claim 12-19-02</u>
010	General Fund	\$ 463,010.66
400	Pascagoula Utilities	23,184.62
480	Solid Waste Mgmt.	<u>561.39</u>
	Total	<u>\$ 486,756.67</u>
<u>December 31, 2014</u>		<u>Claim 12-31-03</u>

010	General Fund	\$ 494,090.45
400	Pascagoula Utilities	22,663.70
480	Solid Waste Mgmt.	<u>392.97</u>
	Total	<u>\$ 517,147.12</u>

Miscellaneous Claim

Claim #12-04

1000	City Share FICA	\$ 72,659.43
1100	City Share Medicare	17,297.80
7000	City Share PERS	<u>190,242.51</u>
	Total	\$ 280,199.74

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 Pickett, seconded for adoption by Councilwoman Simkins, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 20th day of January, 2015.

Joe Huffman, City Manager, advised that Mayor Blevins will be the guest speaker at the Rotary meeting on Wednesday. Eddie Williams, City Attorney, advised that all Council members need to sign the Notice to Call a Special Meeting of the Council on February 3, 2015, at 5:00 p.m.

Councilman Tadlock made a motion to close the meeting to consider going into executive session. 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".

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

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

No action was taken in executive session.

After general comments, Councilman Hill made a motion to adjourn. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE".

The meeting ended at 8:14 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk