

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 3, 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 regular meeting on Tuesday, November 3, 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.
Councilman David Tadlock
Councilman Scott Tipton

Councilwoman Brenda Simkins was absent.

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

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

Opening remarks were given at this time. Mayor Blevins reminded everyone to vote today. The polls close at 7:00 p.m. He stated there are several Veterans Day activities scheduled for November 11, 2015, and encouraged everyone to thank a veteran for serving our country. There have been five new businesses to open in Pascagoula since the last meeting. Darcie Crew, Parks & Recreation Director, advised there were approximately 90 individuals who participated in the Halloween Bike Ride and 1,300 individuals who attended the Haunted House at the Parks & Recreation Department. Mayor Blevins thanked them for a good job. Councilman Hill stated there were many great events in October and thanked everyone for their hard work.

Brooke Holbert, Retail Strategies, Birmingham, AL, addressed the Council regarding retail services his company can provide to Pascagoula. Mr. Holbert gave an overview of what is happening in retail and also gave a Power Point presentation. He advised that Retail Strategies began in 2011 and has partnered with approximately 121 different communities. They have a 37 member team and provide tailored and realistic solutions to fit the needs of each community. They will provide a market analysis, strategic planning, and retail recruitment. After a question and answer session, the Council thanked Mr. Holbert for his presentation tonight and advised they will consider the services offered by Retail Strategies.

Donovan Scruggs, City Planner, gave a status report for 3611 Frederic Street at this time. The following timeline of events for this property was provided to the Council:

**DATE OF
COUNCIL MEETING**

ITEM

<u>May 5, 2015</u>	Public hearing – 3611 Frederic Street
<u>July 7, 2015</u>	Public hearing (continued from 5-5-15 Council meeting)
<u>July 21, 2015</u>	Public hearing (continued from 7-7-15 Council meeting – <i>adopted Resolution to clean property</i>)
<u>September 1, 2015</u>	Charles Petty, III, addressed Council re: 3611 Frederic Street
<u>October 6, 2015</u>	Status report on 3611 Frederic Street – matter continued to 11-3-15 Council meeting

Mr. Scruggs advised the Council that at the meeting of October 6, 2015, Mr. Petty was instructed to provide certain documents to him by October 27, 2015. Mr. Scruggs further reported that Mr. Petty did not furnish this information to him until today, November 3, 2015, at 4:15 p.m. and he has not had time to review the entire package.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: October 28, 2015

RE: 3611 Frederic

Over the past several months, Mr. Petty has appeared before the City Council requesting to be allowed to repair the above referenced home. A resolution to demolish the structure was adopted on August 4, 2015. This department and the City Council have repeatedly requested that Mr. Petty provide documentation to support and demonstrate his efforts. This documentation was requested to be submitted to my office by October 27, 2015. To date, no documentation has been provided. I have met with Mr. Petty and offered to provide permits, as he requested, to relocate an overhead power line and soil borings for foundations. The permits have never been pulled.

Mr. Petty has not provided the documentation requested at the September 1st or the October 6th meeting, and he has not acted upon approval to pull permits for electrical and foundation testing. At this point, it is my recommendation that the City Council vote to allow the implementation of the existing Resolution to clean the property.

I believe the prolonging of the issue in 30 day increments is non-productive. This is my not recommendation, but if the City Council determines the structure should be saved and believes Mr. Petty has the ability to save the home, I would suggest issuance of a permit for a period of time not exceeding 6 months (May 31, 2016). If by that time the foundation has been repaired, the structure raised, exterior repairs to siding and other areas have been completed, and interior repairs are progressing, the Resolution could be retracted. If the minimum efforts are not met, the Resolution should be enforced.

Mr. Petty provided Mr. Scruggs with the following letter from Senator Roger Wicker's office for the record:

ROGER F. WICKER
MISSISSIPPI
ARMED SERVICES
BUDGET
COMMERCE, SCIENCE AND TRANSPORTATION
ENVIRONMENT AND PUBLIC WORKS

United States Senate
WASHINGTON, DC 20510

SUITE 555
DIRKSEN SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-6253
www.wicker.senate.gov

November 2, 2015

Mr. Charles J. Petty
809 Swordfish Street
Pascagoula, Mississippi 39581-2139

Dear Jay,

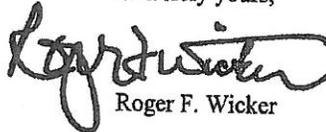
Thank you for returning your completed privacy release form requesting my assistance with your claim at the Federal Emergency Management Agency, National Flood Insurance Program. I am glad to be of assistance to you.

The appropriate officials of the Federal Emergency Management Agency, National Flood Insurance Program were contacted on your behalf. I have advised them of my interest in your claim and have asked that the matter be reviewed.

Be assured that I will remain in contact and continue to keep you informed of any new developments. If you have further questions or concerns, please feel free to contact my Constituent Liaison, Camille Peno at (228) 871-7017.

With best wishes, I am

Sincerely yours,


Roger F. Wicker

RFW/cp

Mr. Petty made brief comments and introduced Stephanie Lee (fiancée) who stated she will be handling this matter in the future. After comments, Councilman Tadlock stated he will support the recommendation of Donovan Scruggs tonight to allow the implementation of the Resolution to clean the property. Mayor Blevins then recommended that Mr. Scruggs review the information submitted by Mr. Petty today to determine the level of detail for any schedules, and report back to the Council. No formal action was taken tonight.

A public hearing was held for property cleanup at 709 Live Oak. This matter was continued from the Council meetings of September 1, 2015, and October 6, 2015. Donovan Scruggs, City Planner, gave a status report on the property. He advised that a meeting was held with the attorney for the new owner, Oliver Brown. There is a large judgement on the property and the attorney is trying to get it resolved. Therefore, Mr. Scruggs recommended continuing this matter until the Council meeting of February 3, 2016.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: November 3, 2015

RE: 709 Live Oak

Over the past several months, this department has worked with the new owner, Oliver Brown, toward a solution to renovate and salvage the structure at 709 Live Oak. This morning, the City Attorney and I met with Mr. Brown's attorney regarding the status. Based on her review and research, the property is encumbered by past judgements and liens that are fairly extensive. She has indicated a willingness of her client to try to obtain a clear and unencumbered title, but these efforts will likely take several months. She has requested additional time from the City to try to resolve the issues with the title.

Based on our meeting, it is my recommendation that we continue this item until the February 3, 2016, meeting of the City Council.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated August 4, 2015, this Council authorized giving notice to the owners of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., September 1, 2015, to determine whether the parcel listed is in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

WHEREAS, notice of the hearing has been given in the manner and time required by law; and

WHEREAS, this matter was continued at the September 1, 2015, meeting until October 6, 2015; and

WHEREAS, this matter was continued at the October 6, 2015, meeting until November 3, 2015; and

WHEREAS, the Council has received evidence from the staff of the City as to the condition of the parcel listed and the owners have been given an opportunity to be heard; and

WHEREAS, we find that the parcel of land listed in the exhibit is in such a state of uncleanliness as to be a menace to the public health and safety of this community:

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

SECTION 1. That the parcel of land listed in Exhibit A is hereby found and determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community.

SECTION 2. That, if the parcel is not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have the parcel cleaned by removing any dilapidated buildings thereon, removing any standing water, by cutting any excess vegetation thereon, and by removing rubbish and debris. Thereafter, this Council shall adjudicate the actual cost of cleaning the parcel and such costs shall be an assessment against the parcel.

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41700504.000 709 Live Oak	David A. Roberts 4402 Willow Street Pascagoula, MS 39567 AND Regions Bank Attention: Chris Ball P.O. Box 420 Pascagoula, MS 39567 (Footnote 1)	Deed Book 1547, Page 153

PARTIES WITH INTEREST

- Footnote 1:** -Randolph & Joedna Fagan, 9108 W. Simmons Circle, Ocean Springs, MS 39564
 -Marion D. LLC, 33 Canebreak Blvd., Hattiesburg, MS 39402
 -Paul R. Campo, 6004 Moreton Place, Ocean Springs, MS 39564

Councilman Tadlock made a motion to continue the property cleanup hearing for 709 Live Oak until the Council meeting of February 3, 2016, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Continued 11-3-15)

A property cleanup hearing was held at this time for 2211 Ingalls, 1307 Polk, 3706 Marie and accessory lot, 503 Henry, and 2101 Edgewood. Donovan Scruggs, City Planner, gave a status report on each parcel.

2211 Ingalls

Mr. Scruggs advised this is a vacant lot and has been a problem property for a while. Staff recommended adoption of the Resolution. No one was present to represent this property.

1307 Polk

Mr. Scruggs advised this property has been a problem for some time. Staff recommended adoption of the Resolution. No one was present to represent this property.

3706 Marie and accessory lot

Mr. Scruggs advised this is a vacant structure and the property owner has contacted him and requested more time to clean the property. Mr. Scruggs recommended this matter be continued until the Council meeting of December 1, 2015. No one was present to represent this property.

Additional information is spread on the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: November 3, 2015

RE: 3706 Marie

We were contacted earlier this week regarding the structure and lot at 3706 Marie and the accessory lot. The property owner lives in Texas and has not been able to address the property. I have requested that he provide a plan to bring the property to a habitable condition or a plan to demolish the structure by November 20, 2015.

It is my recommendation that we continue this item until the December 1, 2015, meeting of the City Council.

503 Henry

Mr. Scruggs advised the property is in bad condition and is a problem lot. Staff recommended adoption of the Resolution. No one was present to represent this property.

2101 Edgewood

Mr. Scruggs advised this is a problem property and retains some water. Staff recommended adoption of the Resolution. No one was present to represent this property.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated October 6, 2015, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., November 3, 2015, to determine whether the parcels listed is in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

WHEREAS, notice of the hearing has been given in the manner and time required by law; and

WHEREAS, the Council has received evidence from the staff of the City as to the condition of the parcels listed and the owners have been given an opportunity to be heard; and

WHEREAS, we find that the parcels of land listed in the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community:

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

SECTION 1. That the parcels of land listed in Exhibit A are hereby found and determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community.

SECTION 2. That, if the parcels are not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have the parcels cleaned by removing any dilapidated buildings thereon, removing any standing water, by cutting any excess vegetation thereon, and by removing rubbish and debris. Thereafter, this Council shall adjudicate the actual cost of cleaning the parcels and such costs shall be an assessment against the parcels.

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41450797.000 2211 Ingalls	Leo Patrick Fleming 1314 B.B. King Road Indianola, MS 39525 AND Stephanie Pauline Fleming 1314 B.B. King Road Indianola, MS 39525 (Footnote 1)	Deed Book 1239, Page 652
41412019.000 1307 Polk	Stephanie L. Taylor 6608 Conde Court Mobile, AL 36695 (Footnote 2)	Deed Book 1313, Page 847
41702816.000 3706 Marie AND 41702817.000 Accessory Lot	June E. Slaughter 2110 Lucy Lane Missouri City, TX 77489	Deed Book 901, Page 588
41625004.000 503 Henry	Stephen M. Peters 503 Henry Avenue Pascagoula, MS 39567 (Footnote 3)	Deed Book 1183, Page 160
42150041.000 2101 Edgewood	Brooke Enterprises, LLC. P.O. Box 277 Carriere, MS 39426 AND Brooke Palmer P.O. Box 277 Carriere, MS 39426	Deed Book 1661, Page 578

PARTIES WITH INTEREST

Footnote 1: -Crisler Properties, Inc., 806 Oakwood Drive, Clinton, MS 39056
-College Investment Company, 806 Oakwood Drive, Clinton, MS 39056

Footnote 2: -Realty Mortgage Corp., 215 Katherine Drive, Flowood, MS 39232
-Mississippi Home Corp., P.O. Box 23369, Jackson, MS 39225
-Small Business Administration, 801 Tom Martin Drive, Suite 120,
Birmingham, AL 35211

Footnote 3: -Bennett Hills Inc., P.O. Box 3786, Meridian, MS 39303
-Small Business Administration, 801 Tom Martin Drive, Suite 120,
Birmingham, AL 35211
-OLA, LLC, 33 Canebrake Blvd, Hattiesburg, MS 39402
-Bambi L. Burrell, 7808 Fountain Bleu Road, Ocean Springs, MS 39564

The following actions were taken by the City Council:

2211 Ingalls –

Councilman Hill made a motion to adopt the Resolution for 2211 Ingalls as recommended. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

1307 Polk -

Councilman Tadlock made a motion to adopt the Resolution for 1307 Polk as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

3706 Marie and 41702817.000 - Accessory Lot -

Councilman Hill made a motion to continue the public hearing for 3706 Marie and the accessory lot until the Council meeting of December 1, 2015, as recommended. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Continued 11-3-15)

503 Henry -

Councilman Tipton made a motion to adopt the Resolution for 503 Henry as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins

“AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

2101 Edgewood -

Councilman Tipton made a motion to adopt the Resolution for 2101 Edgewood as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

The following consent agenda was considered at this time:

The first item for consideration was the minutes of the recessed regular Council meeting of October 20, 2015, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Jackson made a motion to adopt and approve minutes of the recessed regular Council meeting of October 20, 2015, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 11-3-15)

Minutes of the Strategic Plan Steering Committee meetings of May 28, 2015, June 18, 2015, and August 20, 2015, were acknowledged by the Council.

The next item for consideration was a Resolution authorizing the acceptance of a drainage easement from Jackson County as recommended by Jaci Turner, City Engineer.

The Resolution is spread on the minutes as follows:

**RESOLUTION ACCEPTING CONVEYANCE
OF DRAINAGE EASEMENT**

WHEREAS, on or about the 19th day of October, 2015, the Jackson County Board of Supervisors adopted a resolution authorizing its president to convey to the City of Pascagoula a permanent drainage easement on property located near the newly constructed Jackson County Adult Detention Center; and

WHEREAS, pursuant to the aforesaid resolution, a copy of which is attached hereto as Exhibit A, the President of the Board of Supervisors, Mr. Barry Cumbest, did in fact execute a

conveyance of the aforesaid drainage easement to the City, a copy of which is attached hereto as Exhibit B; and

WHEREAS, the City Council has been advised by the City Engineer that the drainage easement described in Exhibit B is necessary and will be instrumental in the City-wide drainage improvement projects now ongoing:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

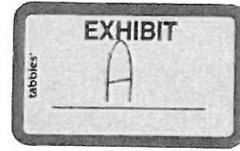
SECTION 1. The City Council does hereby accept the conveyance of the drainage easement as described in the attached exhibits to this resolution.

SECTION 2. The City Manager is authorized and directed to cause the aforesaid drainage easement to be filed of record in the Land Deed Records of Jackson County, MS.

The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

The exhibits are spread on the minutes as follows:

RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI GRANTING
PERMANENT DRAINAGE EASEMENT TO THE CITY OF PASCAGOULA FOR
THE ADULT DETENTION CENTER SITE



WHEREAS, there is a storm drainage located at the Adult Detention Center site; and
WHEREAS, Jackson County request a permanent drainage easement unto the City of
Pascagoula, a copy of which is attached hereto, for the County to obtain a Certificate of Occupancy
for the new Adult Detention Center site;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby approves granting
the City of Pascagoula the permanent drainage easement, for the new Adult Detention Center site.

The motion to approve the foregoing resolution was made by Supervisor McKay
seconded by Supervisor Harris, and the following vote was recorded:

Supervisor Cumbest	<u>Yes</u>
Supervisor Harris	<u>Yes</u>
Supervisor Mangum	<u>Yes</u>
Supervisor Ross	<u>Yes</u>
Supervisor McKay	<u>Yes</u>

RESOLVED, this the 19th day of October, 2015.

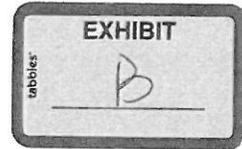
ATTEST:

BOARD OF SUPERVISORS

[Signature]
Clerk of the Board



[Signature]
By: President



INSTRUMENT PREPARED BY:

Office of the Jackson County Board Attorney
Post Office Box 998
Pascagoula, MS 39568
(228) 769-3371

GRANTOR:

Jackson County, MS
Post Office Box 998
Pascagoula, MS 39568-0998
(228) 769-3131

GRANTEE:

City of Pascagoula
Address: _____

Telephone: (_____) _____

INDEXING INSTRUCTIONS:

Part of Lot No. 61 of Sidione Krebs Tract in Claim Section 1, Township 8 South, Range 6 West

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERMANENT DRAINAGE EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged **Jackson County, Mississippi** does hereby grant a permanent drainage easement unto the **City of Pascagoula**, described as follows, to-wit:

BEGINNING AT A 1/2" IRON PIN AT THE NORTHEAST CORNER OF KENNETH AVENUE (APPARENT 50' R/W) AND FAIR STREET (APPARENT 40' R/W); THENCE RUN NORTH 01°26'25" WEST AND ALONG THE EAST RIGHT-OF-WAY LINE OF SAID FAIR STREET A DISTANCE OF 59.51 FEET; THENCE RUN NORTH 88°33'35" EAST A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 01°26'25" EAST A DISTANCE OF 44.54 FEET; THENCE RUN NORTH 88°52'34" EAST A DISTANCE OF 241.85 FEET; THENCE RUN NORTH 19°06'33" EAST A DISTANCE OF 178.19 FEET; THENCE RUN NORTH 89°56'41" EAST A DISTANCE OF 101.71 FEET; THENCE RUN NORTH 20°27'47" EAST A DISTANCE OF 29.47 FEET; THENCE RUN NORTH 21°17'43" EAST A DISTANCE OF 234.65 FEET; THENCE RUN NORTH 41°15'15" EAST A DISTANCE OF 324.45 FEET; THENCE RUN NORTH 12°40'05" EAST A DISTANCE OF 15.24 FEET; THENCE RUN NORTH 39°28'57" EAST A DISTANCE OF 22.20 FEET; THENCE RUN SOUTH 50°20'02" EAST A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 39°28'57" WEST A DISTANCE OF 22.12 FEET; THENCE RUN SOUTH 66°17'50" WEST A DISTANCE OF 15.81 FEET; THENCE RUN SOUTH 41°15'15" WEST A DISTANCE OF 321.01 FEET; THENCE RUN SOUTH 21°17'43" WEST A DISTANCE OF 230.99 FEET; THENCE RUN SOUTH 20°27'47" WEST A DISTANCE OF 43.19 FEET; THENCE RUN SOUTH 89°56'41" WEST A DISTANCE OF 101.36 FEET TO A 1/2" IRON PIN; THENCE RUN SOUTH 19°06'33" WEST A DISTANCE OF 156.60 FEET; THENCE RUN NORTH 88°52'34" EAST A DISTANCE OF 100.79 FEET; THENCE RUN SOUTH 18°22'58" WEST A DISTANCE OF 15.91 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID KENNETH AVENUE; THENCE RUN SOUTH 88°52'34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 101.01 FEET TO A 1/2" PIPE; THENCE RUN SOUTH 88°52'34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 262.56 FEET TO THE POINT OF BEGINNING.

The Grantor conveys to Grantee full rights of ingress/egress to herein-above described easement to allow for installation and future maintenance of drainage easement.

JACKSON COUNTY, MISSISSIPPI

BY: 
BARRY CUMBEST, President
Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF JACKSON

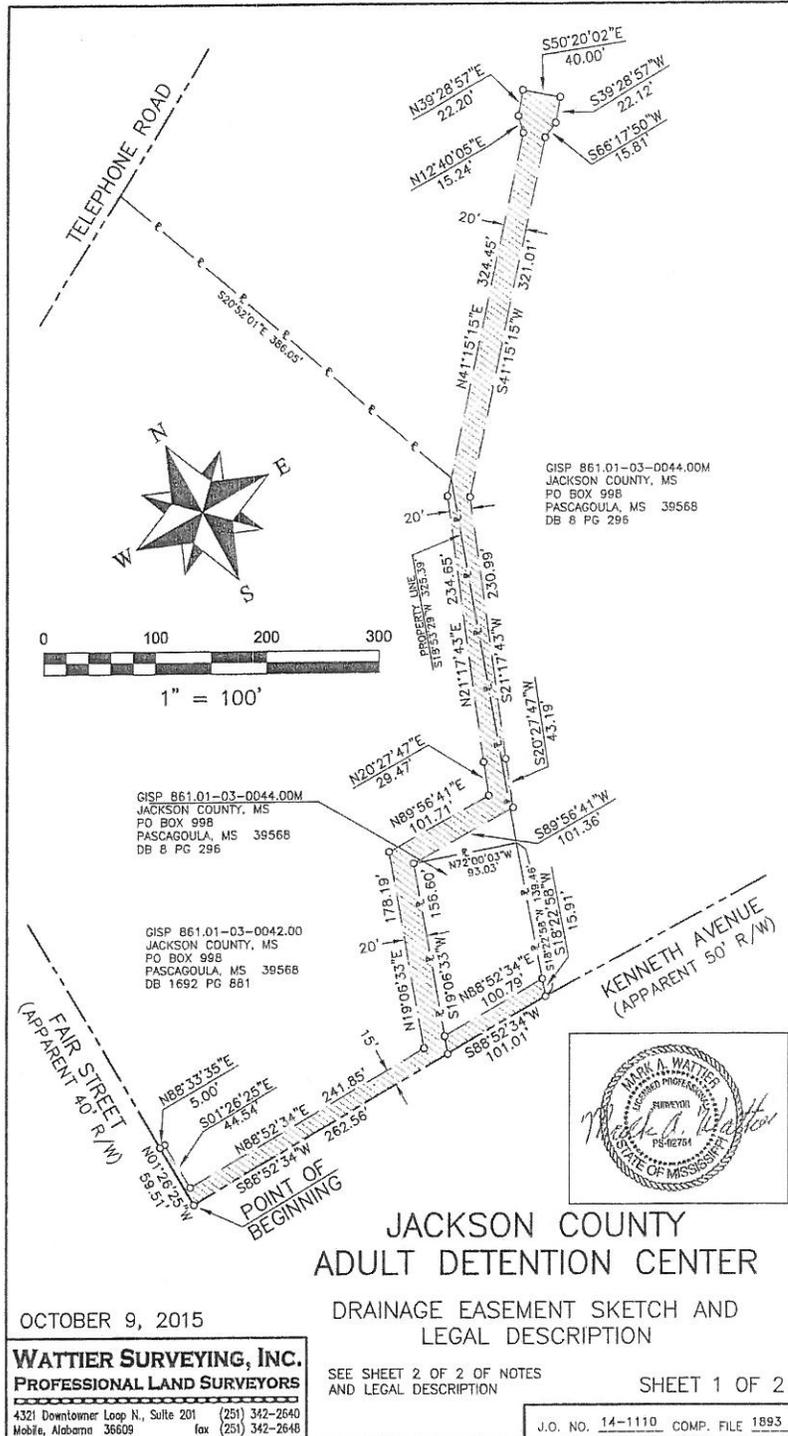
PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, Barry Cumbest, who as President of the Board of Supervisors of Jackson County, Mississippi, acknowledged that he signed and delivered the foregoing instrument on the day and in the year therein mentioned, he being fully authorized to so do.

GIVEN under my hand and official seal of office, this the 19th day of October, 2015.

Susan G. Lasserre
NOTARY PUBLIC

My Commission Expires:





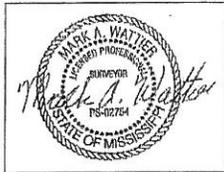
NOTES:

1. THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED BASED UPON INFORMATION SHOWN ON A SURVEY OF THE SUBJECT PROPERTY PERFORMED BY MOODY & ASSOCIATES, INC., REGISTERED PROFESSIONAL SURVEYORS, DATED DECEMBER 2009. WATTIER SURVEYING, INC. DID NOT PERFORM AND FIELD SURVEYING OR PUBLIC RECORD RESEARCH IN THE COURSE OF PREPARING THIS SKETCH AND LEGAL DESCRIPTION.
2. THE PROPERTY OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE JACKSON COUNTY WEB MAPPING SITE.

LEGAL DESCRIPTION:

STATE OF MISSISSIPPI
COUNTY OF JACKSON
CITY OF PASCAGOULA

BEGINNING AT A 1/2" IRON PIN AT THE NORTHEAST CORNER OF KENNETH AVENUE (APPARENT 50' R/W) AND FAIR STREET (APPARENT 40' R/W); THENCE RUN NORTH 01'-26'-25" WEST AND ALONG THE EAST RIGHT-OF-WAY LINE OF SAID FAIR STREET A DISTANCE OF 59.51 FEET; THENCE RUN NORTH 88'-33'-35" EAST A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 01'-26'-25" EAST A DISTANCE OF 44.54 FEET; THENCE RUN NORTH 88'-52'-34" EAST A DISTANCE OF 241.85 FEET; THENCE RUN NORTH 19'-06'-33" EAST A DISTANCE OF 178.19 FEET; THENCE RUN NORTH 89'-56'-41" EAST A DISTANCE OF 101.71 FEET; THENCE RUN NORTH 20'-27'-47" EAST A DISTANCE OF 29.47 FEET; THENCE RUN NORTH 21'-17'-43" EAST A DISTANCE OF 234.65 FEET; THENCE RUN NORTH 41'-15'-15" EAST A DISTANCE OF 324.45 FEET; THENCE RUN NORTH 12'-40'-05" EAST A DISTANCE OF 15.24 FEET; THENCE RUN NORTH 39'-28'-57" EAST A DISTANCE OF 22.20 FEET; THENCE RUN SOUTH 50'-20'-02" EAST A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 39'-28'-57" WEST A DISTANCE OF 22.12 FEET; THENCE RUN SOUTH 66'-17'-50" WEST A DISTANCE OF 15.81 FEET; THENCE RUN SOUTH 41'-15'-15" WEST A DISTANCE OF 321.01 FEET; THENCE RUN SOUTH 21'-17'-43" WEST A DISTANCE OF 230.99 FEET; THENCE RUN SOUTH 20'-27'-47" WEST A DISTANCE OF 43.19 FEET; THENCE RUN SOUTH 89'-56'-41" WEST A DISTANCE OF 101.36 FEET TO A 1/2" IRON PIN; THENCE RUN SOUTH 19'-06'-33" WEST A DISTANCE OF 156.60 FEET; THENCE RUN NORTH 88'-52'-34" EAST A DISTANCE OF 100.79 FEET; THENCE RUN SOUTH 18'-22'-58" WEST A DISTANCE OF 15.91 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID KENNETH AVENUE; THENCE RUN SOUTH 88'-52'-34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 101.01 FEET TO A 1/2" PIPE; THENCE RUN SOUTH 88'-52'-34" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 262.56 FEET TO THE POINT OF BEGINNING.



JACKSON COUNTY
ADULT DETENTION CENTER

DRAINAGE EASEMENT SKETCH AND
LEGAL DESCRIPTION

OCTOBER 9, 2015

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
 4321 Downtowner Loop N., Suite 201 (251) 342-2640
 Mobile, Alabama 36609 fax (251) 342-2648

SHEET 2 OF 2

J.O. NO. 14-1110 COMP. FILE 1893

The next item for consideration was the Fourth Amendment to the Communy Street Cell Tower Lease to allow the installation of three additional antennas and associated equipment by the tenant for an additional rent of \$3,600.00 per month as recommended by Eddie Williams, City Attorney.

The Fourth Amendment to the Water Tower Option and Lease Agreement is spread on the minutes as follows:

**Fourth Amendment to water tower
Option and lease agreement**

This Fourth Amendment to Water Tower Option and Lease Agreement (this "Amendment") made as of the _____ day of _____, 2015, between the City of Pascagoula, a Mississippi municipality, with a mailing address of 603 Watts Avenue, Pascagoula, Mississippi 39567 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor by merger to BellSouth Mobility, LLC, a Georgia limited liability company, d/b/a Cingular Wireless, with an address of 6100 Atlantic Boulevard, Norcross, Georgia 30071, attention Network Real Estate Administration ("Tenant").

RECITALS:

- A. Landlord and Tenant entered into that certain Water Tower Option and Lease Agreement, dated July 11, 2003, as amended by that certain First Amendment to Water Tower Option and Lease Agreement dated March 2, 2004, as amended by that certain Second Amendment to Water Tower Option and Lease Agreement dated December 7, 2004, as amended by that certain Third Amendment to Water Tower Option and Lease Agreement dated February 15, 2005, (as amended, the "Agreement"), the terms of which are incorporated herein by reference whereby Tenant is permitted to install and operate certain wireless communications equipment, antennae, transmission lines and associated equipment on the Leased Premises, as such term is defined in the Agreement.
- B. Tenant intends to install additional antennae and associated coaxial cable and related wireless communications equipment in exchange for additional rent to Landlord.
- C. The parties hereby wish to amend the Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the execution of this Amendment, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged from one party to the other, the Parties hereto do hereby agree as follows:

- 1. Recitals: The foregoing recitations are true and correct and are hereby incorporated herein by reference.
- 2. Status of Parties: The parties each acknowledge that, to the best of its knowledge, the other party has complied in all material respects with the obligations under the Agreement accruing on or prior to the date hereof and

Site name/number: West Pascagoula / FA: 10016897

that, to the best of its knowledge, the other party is not in default under the terms of the Agreement.

3. Change in the Leased Premises:

- a. Landlord agrees to permit Tenant to place a total of three additional direct panel antennae and coaxial cables for a total of fourteen (14) antennae and associated coaxial cables and equipment at the same height as any of Tenant's existing antennae on the Tower, and to replace, repair, re-route, remove, modify, maintain and add all associated or related additional wireless communications equipment for the purpose of maintaining and operating the wireless communications system.
- b. The parties hereby agree that Exhibit B-4 as attached and incorporated into this Amendment hereby supplements the existing Exhibit B, Exhibit B-1, Exhibit B-2 and Exhibit B-3 in order to evidence the current existing and additional antennae and associated coaxial cables on the Tower.

4. Rent:

- a. In consideration for Landlord granting Tenant the right to install the additional antennae and associated coaxial cables and equipment, the current Rent shall be increased by Three Thousand and Six Hundred Dollars (\$3,600.00) each year, said increase effective as of the date Tenant begins installation of its equipment described herein, which date shall be documented by written notice from the Tenant to Landlord. This additional rent shall be payable monthly in accordance with the Agreement. If Tenant begins installation on a date other than the first day of the month, Rent shall be prorated for that first month.
- b. Landlord acknowledges that Tenant is paying the additional rent as described herein in consideration of Landlord granting to Tenant the right to make the additional installations as described herein. In the event that Tenant's future modifications or improvements reduce the number of additional antennae needed on the Leased Premises, said additional rent shall cease upon thirty (30) days prior written notice from Tenant to Landlord and Tenant's complete removal of the additional antenna within said thirty (30) day period.

5. Capitalized Terms: Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

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6. Construction of Document: Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter and that this Amendment shall not be binding until executed by both parties.
7. No Other Amendments: Except as expressly modified by the Amendment, the Agreement remains unchanged and in full force and effect.
8. Inconsistencies: Any sections of the Agreement containing language inconsistent with the foregoing shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of the Agreement shall remain in full force and effect. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement or this Amendment.
9. Effectiveness: This Amendment shall be effective only upon execution and delivery by Landlord and Tenant of the Amendment.

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

Signed, sealed and delivered
in presence of:

CITY OF PASCAGOULA,
A Mississippi municipality

By: _____

Name printed: _____

Name: _____

Title: _____

Name printed: _____

Site name/number: West Pascagoula / FA: 10016897

Signed, sealed and delivered
in presence of:

NEW CINGULAR WIRELESS PCS,
LLC, a Delaware limited liability
company, d/b/a Cingular Wireless,
successor by merger to BellSouth
Mobility LLC, a Georgia limited
liability company, d/b/a/ Cingular
Wireless

By: _____

Name printed: _____

Name: _____

Title: _____

Name printed: _____

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

Personally came and appeared before me, the undersigned Notary Public in
and for the jurisdiction aforesaid, Joe Huffman, City Manager of the City of
Pascagoula, MS, who acknowledged that he executed the above and foregoing
document on the day and date set forth therein after being duly authorized so to do.

Witness my signature and seal of office the _____ day of
_____, 2015.

NOTARY PUBLIC

My commission expires: _____

Site name/number: West Pascagoula / FA: 10016897

STATE OF _____

COUNTY OF _____

Personally came and appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____, the _____, of New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, d/b/a/ Cingular Wireless, on behalf of the limited liability company, who acknowledged that he/she executed the above and foregoing document on the day and date set forth therein after being duly authorized so to do.

Witness my signature and seal of office the _____ day of _____, 2015.

NOTARY PUBLIC

My commission expires: _____

Site name/number: West Pascagoula / FA: 10016897

EXHIBIT B-4

EXISTING EQUIPMENT

- (6) Kathrein 741989 antennas
- (3) CCI HPA-65R-BUU-H6-K antennas
- (3) RRUs 11
- (3) RRUs 12 w/A2 modules
- (3) Powerwave LGP 18606 TMAs
- (3) ADC CG-1900DD-FULL-DIN TMAs
- (1) Raycap DC Squid (DC6-48-60-18-8F)
- (12) Coax Cables
- (1) Fiber Cable
- (2) DC Cables

ADDITIONAL EQUIPMENT

- (3) CCI Antenna (CCI HPA-65R-BUU-H6-K)
- (3) Ericsson RRUs (RRUS-32)
- (1) Raycap DC Squid (DC6-48-60-0-8F) and 2 DC Power Trunks with 2 DC2s.

Councilman Jackson made a motion to approve the Fourth Amendment to the Community Street Cell Tower Lease to allow installation of three additional antennas and associated equipment by the tenant for an additional rent of \$3,600.00 per month as recommended and

authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 extend the annual limestone – Bid # 344 with Whitehead Construction Company, Inc., Pascagoula, MS, at the same contract pricing as recommended by Jaci Turner, City Engineer. The new contract dates will be November 5, 2015, to November 4, 2016.

Additional information is spread on the minutes as follows:

Robin Wood
Purchasing Agent
rwood@cityofpascagoula.com



Phone: (228) 938-6722
Fax: (228) 938-6749

603 Watts Avenue - P.O. Drawer 908
Pascagoula, MS 39567 - Pascagoula, MS 39568-0908

Thursday, October 15, 2015

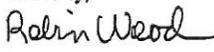
Mr. Larry Whitehead
Whitehead Construction Co., Inc.
5602 Industrial Rd
Pascagoula, MS 39581

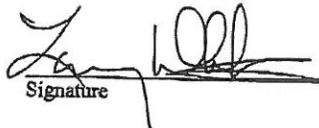
Re: Extension of Annual Bid #344- Limestone

Dear Mr. Whitehead:

The City of Pascagoula would like to extend annual bid #344 for Limestone with Whitehead Construction Co., Inc. at the current pricing of \$31.45 per ton for 3/4" and 3/8" sieve size. Upon City Council approval, new contract dates will be 11/5/2015-11/4/2016.

If you are in agreement with this extension, please sign below and return to me as soon as possible.

Sincerely,

Robin Wood
Purchasing Agent

 _____
Signature Title Date
10/22/15

TOTAL P.01

Councilman Jackson made a motion to approve the extension of annual limestone – Bid # 344 with Whitehead Construction Company, Inc. at the same contract prices for the period November 5, 2015, to November 4, 2016, as recommended. The motion was seconded by

Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 11-3-15)

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

Next for consideration was Task Order No. 030 (Amendment #1) to the contract with Compton Engineering, Inc. for the Point Park Boat Launches & Pier Restoration Project as recommended by Darcie Crew, Parks & Recreation Director. The task order will not exceed \$26,800.00 for design, environmental permitting, bid and construction administration services for renovations to the boat launches and piers to Phase III of Point Park. The amendment includes a net increase of \$1,800.00. This project is being paid for with 2014 and 2015 Tidelands funding.

Additional information is spread on the minutes as follows:

TASK ORDER No. 030
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Point Park Boat Launch and Pier Restoration

Owner to identify desired services:

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

Owner's General Description of Project: Replace the four boat launches and repair the adjacent finger piers at Point Park within the available budget of \$300,000 including \$50,000 (FY 2014 Tidelands) and \$250,000 (FY 2015 Tidelands).

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: Compton Engineering shall provide contract documents to replace the boat launches in kind with the existing length, width, and pitch and repair the adjacent finger piers in kind with the existing length and width. Compton will provide the required permitting. A Secretary of State lease is not required.

Timeline and Milestones: Compton Engineering shall start work with seven (7) days of receipt of an executed task order from the City of Pascagoula and complete the professional design services proposed above within thirty (30) days. Construction services are estimated to take three (3) months to complete after awarding Contract to Contractor.

Cost and Method of Compensation (Lump Sum or Hourly Rates): The work will be performed on a lump sum basis for a total fee of \$22,800 for design, bid phase and construction phase services. Construction phase services are based ½ hour per day for 90 day construction contract. Environmental permitting will be provided for \$4,000 and will include permitting the restoration of the piers and launches in place. Any extensions of piers or launches outside of their existing footprint may require additional services.

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

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

CITY OF PASCAGOULA:

CONSULTANT:

BY: _____

BY: [Signature]

DATE: _____

DATE: 10/28/15

Councilman Jackson made a motion to approve Task Order No. 030 (Amendment #1) to the contract with Compton Engineering, Inc. for the Point Park Boat Launches & Pier Restoration Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 Change Order No. 1 to the contract with J. E. Borries, Inc., Vancleave, MS, for the Point Park Boat Launches and Pier Restoration Project as recommended by Darcie Crew, Parks & Recreation Director, and Compton Engineering, Inc. The change order has an increase in the amount of \$104,835.00 for a total project cost of \$295,471.40.

Councilman Jackson made a motion to approve Change Order No. 1 to the contract with J. E. Borries, Inc. for the Point Park Boat Launches and Pier Restoration Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 Amendment #08 to the City of Pascagoula Employees Group Health Plan as recommended by the Insurance Committee and presented by Brenda Germany, Human Resources Generalist.

The amendment is spread on the minutes as follows:

**CITY OF PASCAGOULA
Employee Health Care Plan Amendment #08
Plan Year 2015/16**

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

Effective October 1, 2015:

Page 10 | Preferred Provider or Nonpreferred Provider | Nonpreferred Providers is amended to read as follows:

NONPREFERRED PROVIDERS

A nonpreferred provider does not have an agreement in effect with the Preferred Provider Organization. This Plan will allow only the reasonable and appropriate amount as a covered expense. The Plan will pay its percentage of the reasonable and appropriate amount or the negotiated rate for the preferred provider services, supplies and treatment. The covered person is responsible for the remaining balance. This results in greater out-of-pocket expenses to the covered person.

Page 12 | Medical Expense Benefit | Opening Summary is amended to read as follows:

This section describes the covered expenses of the Plan. All covered expenses are subject to applicable Plan provisions including, but not limited to: Deductible, coinsurance and maximum benefit provisions as shown in the Schedule of Benefits, unless otherwise indicated. Any expenses incurred by the covered person for services, supplies or treatment provided will not be considered covered expenses by this Plan if they are greater than the reasonable and appropriate amount or negotiated rate for nonpreferred providers. The covered expenses for services, supplies or treatment provided must be recommended by a physician or professional provider and be medically necessary care and treatment for the illness or injury suffered by the covered person.

Page 13 | Medical Expense Benefit | Coinsurance is amended to read as follows:

CO-INSURANCE

The Plan pays a specified percentage of covered expenses at the reasonable and appropriate amount for nonpreferred providers, or the percentage of the negotiated rate for preferred providers. That percentage is specified in the Schedule of Benefits. The covered person is responsible for the difference between the percentage the Plan paid and 100% of the negotiated rate for preferred providers. For nonpreferred providers, the covered person is responsible for the difference between the percentage the Plan paid and 100% of the billed amount.

Page 14 | Medical Expense Benefit | Hospital/Ambulatory Surgical Facility is amended to read as follows:

HOSPITAL/AMBULATORY SURGICAL FACILITY

Inpatient hospital admissions and inpatient and outpatient surgeries are subject to preauthorization. Failure to obtain preauthorization will result in a reduction of benefits, refer to Utilization Review.

Covered expenses shall include:

1. Room and board for treatment in a hospital, including intensive care units, cardiac care units and similar necessary accommodations. For preferred provider hospitals, covered expenses for room and board shall be limited to the negotiated rate. For nonpreferred provider hospitals, covered expenses for room and board shall be limited to hospital's semiprivate rate. Covered expenses for intensive care or cardiac care units shall be the reasonable and appropriate amount or negotiated rate.
2. Miscellaneous hospital services, supplies, and treatments including, but not limited to:
 - a. Admission fees, and other fees assessed by the hospital for rendering medically necessary services, supplies and treatments;
 - b. Use of operating, treatment or delivery rooms;
 - c. Anesthesia, anesthesia supplies and its administration by an employee of the hospital;
 - d. Medical and surgical dressings and supplies, casts and splints;
 - e. Blood transfusions, including the cost of whole blood, the administration of blood, blood processing and blood derivatives (to the extent blood or blood derivatives are not donated or otherwise replaced);
 - f. Drugs and medicines (except drugs not used or consumed in the hospital);
 - g. X-ray and diagnostic laboratory procedures and services;
 - h. Oxygen and other gas therapy and the administration thereof;
 - i. Therapy services.
3. Services, supplies and treatments described above furnished by an ambulatory surgical facility.

4. Services and supplies for pre-admission testing within five (5) days prior to a hospital confinement. Such tests must not be diagnostic in nature or for research purposes and may not be performed again following admission to the hospital.

Page 30 | Medical Exclusions | #6 is amended to read as follows:

6. Charges made for services, supplies and treatment that are not payable under the Plan due to application of any Plan maximum benefit or limit or because the charges are in excess of the maximum allowable charge, exceed reasonable and appropriate amounts, or are for services not deemed to be eligible or medical necessary, based upon the Plan administrator's determination as set forth by and within the terms of this document. NOTE: Claims for preferred providers and nonpreferred providers are calculated differently. For more information, see Preferred Provider or Nonpreferred Provider.

Page 56 | General Provisions | Assignment is amended to read as follows:

ASSIGNMENT

The Plan administrator may revoke an assignment of benefits at its discretion and treat the covered person as the sole beneficiary. Benefits for medical expenses covered under this Plan may be assigned by a covered person to the professional provider as consideration in full for services rendered; however, if those benefits are paid directly to the covered person, the Plan shall be deemed to have fulfilled its obligations with respect to such benefits. The Plan will not be responsible for determining whether any such assignment is valid. Payment of benefits which have been assigned may be made directly to the assignee unless a written request not to honor the assignment, signed by the covered person, has been received before the proof of loss is submitted, or the Plan administrator – at its discretion – revokes the assignment.

No covered person shall at any time, either during the time in which he or she is a covered person in the Plan, or following his or her termination as a covered person, in any manner, have any right to assign his or her right to sue to recover benefits under the Plan, to enforce rights due under the Plan or to any other causes of action which he or she may have against the Plan or its fiduciaries.

A professional provider which accepts an assignment of benefits, in accordance with this Plan as consideration in full for service rendered, is bound by the rules and provisions set forth within the terms of this document.

Page 56 | Definitions is amended to add the following:

Page 22 | Plan Exclusions | #6 is amended to read as follows:

6. Charges made for services, supplies and treatment that are not payable under the Plan due to application of any Plan maximum benefit or limit or because the charges are in excess of the maximum allowable charge, exceed reasonable and appropriate amounts, or are for services not deemed to be eligible or medical necessary, based upon the Plan administrator's determination as

set forth by and within the terms of this document. NOTE: Claims for preferred providers and nonpreferred providers are calculated differently. For more information, see Preferred Provider or Nonpreferred Provider.

Page 48 | General Provisions | Assignment is amended to read as follows:

ASSIGNMENT

The Plan administrator may revoke an assignment of benefits at its discretion and treat the covered person as the sole beneficiary. Benefits for medical expenses covered under this Plan may be assigned by a covered person to the professional provider as consideration in full for services rendered; however, if those benefits are paid directly to the covered person, the Plan shall be deemed to have fulfilled its obligations with respect to such benefits. The Plan will not be responsible for determining whether any such assignment is valid. Payment of benefits which have been assigned may be made directly to the assignee unless a written request not to honor the assignment, signed by the covered person, has been received before the proof of loss is submitted, or the Plan administrator – at its discretion – revokes the assignment.

No covered person shall at any time, either during the time in which he or she is a covered person in the Plan, or following his or her termination as a covered person, in any manner, have any right to assign his or her right to sue to recover benefits under the Plan, to enforce rights due under the Plan or to any other causes of action which he or she may have against the Plan or its fiduciaries.

A professional provider which accepts an assignment of benefits, in accordance with this Plan as consideration in full for service rendered, is bound by the rules and provisions set forth within the terms of this document.

Page 63 | Definitions is amended to read as follows:

Assignment of Benefits

An arrangement whereby the covered person, at the discretion of the Plan administrator assigns their right to seek and receive payment of eligible Plan benefits, less deductibles, copayments (copays) and the coinsurance percentage that is not paid by the Plan, in strict accordance with the terms of this Plan Document, to a professional provider. If a professional provider accepts said arrangement, professional providers' rights to receive Plan benefits are equal to those of a covered person, and are limited by the terms of this Plan Document. A professional provider that accepts this arrangement indicates acceptance of an assignment of benefits and deductibles, copayments (copays) and the coinsurance percentage that is the responsibility of the covered person, as consideration in full for services, supplies, and/or treatment rendered. The Plan administrator may revoke an assignment of benefits at its discretion and treat the covered person as the sole beneficiary. Covered Expense(s)

A service or supply provided in accordance with the terms of this document, whose applicable charge amount does not exceed the maximum allowable charge, is or is for a reasonable and appropriate service, supply, and/or fee for an eligible medically necessary service, treatment or

supply, meant to improve a condition or covered person's health, which is eligible for coverage in accordance with this Plan. When more than one treatment option is available, and one option is no more effective than another, the covered expense is the least costly option that is no less effective than any other option. All treatment is subject to maximum benefits shown in the Schedule of Benefits and as set forth elsewhere in this document.

Maximum Allowable Charge

The benefit payable for a specific coverage item or benefit under the Plan. Maximum allowable charge(s) shall be calculated by the Plan administrator taking into account and after having analyzed at least one of the following:

1. The reasonable and appropriate amount.
2. The terms of the Plan.
3. Plan negotiated rates with a professional provider, including preferred provider(s).
4. The actual billed charges for the covered expense.
5. Unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply, industry standards and practices as they relate to similar scenarios, and the cause of injury or illness necessitating the service(s) and/or charge(s). The Plan will reimburse the actual charge(s) if they are less than the reasonable and appropriate amount(s). The Plan has the discretionary authority to decide if a charge is reasonable and appropriate, as well as medically necessary.

The maximum allowable charge will not include any identifiable billing mistakes including, but not limited to, up coding, duplicate charges, and charges for service not performed.

Reasonable and Appropriate

Reasonable and appropriate fees shall be limited to covered expenses which are identified as eligible for payment by the Plan administrator in accordance with the terms of this Plan.

NOTE: Claims for preferred providers and nonpreferred providers are calculated differently. For more information, see Preferred Provider or Nonpreferred Provider.

Reasonable and appropriate amounts may be determined and established by the Plan, at the Plan administrator's discretion, using normative data such as, but not limited to, the fee(s) which the professional provider most frequently charges the majority of patients for the service or supply, amounts the professional provider most often agrees to accept as payment in full either through direct negotiation or through a preferred provider organization (PPO) network, average wholesale price (AWP) and/or manufacturer's retail pricing (MRP), the prevailing range of fees charged in the same "area" by professional providers of similar training and experience for the service or supply, rates negotiated with the Plan, and/or Medicare reimbursement rates. Medicare rates plus 40% are generally considered to be reasonable and appropriate; however, the Plan administrator may in its discretion, taking into consideration specific circumstances and negotiated terms, deem a greater amount to payable.

The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is necessary to obtain a representative cross-section of professional providers, persons or organizations rendering such treatment, services, or supplies for which a specific charge is made.

Furthermore, reasonable and appropriate shall be limited to those claims that, in the Plan administrator's discretion, are services or supplies or fees for services or supplies that are necessary for the care and treatment of illness or injury not unreasonably caused by the treating professional provider. Determination that fee(s) or services are therefore reasonable and appropriate will be made by the Plan administrator, taking into consideration, but not limited to, the findings and assessments of the following entities: (a) The National Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be reasonable and appropriate, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients, are not reasonable and appropriate. The Plan administrator retains discretionary authority to determine whether service(s) and/or fee(s) are reasonable and appropriate based upon information presented to the Plan administrator. A finding of professional provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not reasonable and appropriate.

These changes, as approved by the City of Pascagoula on _____ day of _____, 2015, are effective October 1, 2015. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Councilman Jackson made a motion to approve Amendment #08 to the City of Pascagoula Employees Health Insurance Plan as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 approval of closeout documents for Knowles Construction, Inc. for the Point Park Site Improvements 2013 – Re-Bid Project as

recommended by Darcie Crew, Parks & Recreation Director, and Compton Engineering, Inc. A manual check for \$10,717.75 was also requested.

Councilman Jackson made a motion to approve the closeout documents for Knowles Construction, Inc. for the Point Park Site Improvements 2013 – Re-Bid Project as recommended, authorize the City Manager to execute the related documents, and authorize a manual check for \$10,717.75. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 11-3-15)

(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 Resolution authorizing an extension of a due diligence period in the contract for the sale of the Energy Recovery Facility (ERF) property as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING THE EXTENSION OF
“DUE DILIGENCE” IN REAL ESTATE SALES CONTRACT**

WHEREAS, on or about the 4th day of August, 2015, this City Council authorized the Mayor to execute a contract of sale to certain property previously known as the “Energy Recovery Facility” in the City of Moss Point, MS; and

WHEREAS, the prospective buyer, Matthew Byrd, was allowed a period to conduct due diligence not to exceed 90 days from the date that the contract was signed, which date was August 5, 2015; and

WHEREAS, the due diligence period will expire on the 5th day of November, 2015, and the City Attorney has been advised by Mr. Byrd that additional time will be needed in order to procure permits for the eventual operation of the facility proposed to be built on the location of the former Energy Recovery Facility; and

WHEREAS, the City Council is of the opinion that the extension of the due diligence period, as requested, will not place the City at a disadvantage in the ultimate sale of the facility:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The period of due diligence in the aforesaid contract of sale, a copy of which is attached hereto, is hereby extended for a period of 90 days beginning November 5, 2015.

SECTION 2. This resolution shall stand as the authority for the extension of the due diligence period and is hereby determined to be an amendment to the original contract for sale and purchase of the real property and is incorporated therein by reference.

The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 3rd day of November, 2015.

A copy of the contract of sale is spread on the minutes as follows:

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

The parties to this Agreement are the City of Pascagoula (City), acting by and through its duly authorized representative, and Matthew Kelly Byrd (Buyer), for the sale and purchase of certain hereinafter described real property belonging to the City of Pascagoula.

1. **LEGAL DESCRIPTION** – The City of Pascagoula is the owner in fee simple of the following described real property situated in the City of Moss Point and hereinafter designated as the “ERF property”:

That certain tract, piece or parcel of land situated in part of Burton Lot 8 and Dodge Lot 9 of the Moss Point Lumber Company Tract as per plat thereof recorded in Surveyor's Record Book 1, Page 55, Records of Surveys of Jackson County, Mississippi, and also being part of Lot 13 of the G. H. Myers Tract, as per plat thereof recorded in Book 9, Page 787, of the Land Deed Records of Jackson County, Mississippi, being in Section 19, Township 7 South, Range 5 West, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the NE corner of Section 19, Township 7 South, Range 5 West, Jackson County, Mississippi; thence run South a distance of 1234.64 feet to a point; thence run West a distance of 1757.58 feet to the point of beginning of the tract of land herein described; thence run South 02° 01' 48" East for a distance of 491.79 feet to a point on the North right-of-way line of Elder Ferry Road; thence run South 84° 38' West along the North right-of-way line of Elder Ferry Road for a distance of 75 feet to a point; thence run North 77° 30' West along the North right-of-way line of Elder Ferry Road for a distance of 217.91 feet to a point; thence run North 76° West along the North right-of-way line of Elder Ferry Road for a distance of 94 feet to a point; thence run North 70° 30' West along the North right-of-way line of Elder Ferry Road for a distance of 41.11 feet to a point; thence run North for a distance of 274.88 feet to a point; thence run East for a distance of 130 feet to a point; thence run North for a distance of 140 feet to a point; thence run East for a distance of 270 feet to the point of beginning, containing 3.95 acres, more or less. Being the same land as conveyed to the Thiokol Corporation by Deed Book 584, Page 292, Deed Book 640, Page 325 and Deed Book 760, Page 191, all of the Land Deed Records of Jackson County, Mississippi. This being the same property as surveyed by Compton Engineering of Pascagoula, Mississippi, copy attached hereto.

2. **SALE PRICE** – The City agrees to sell the above described property, as is, where is, without any warranty as to the condition of the structures thereon, to the Buyer for an agreed price of \$107,500.00 to be paid at the closing hereof.
3. **TITLE** – The City warrants that it has good title to the above described property and that it will convey such title as it does have to the Buyer by Special Warranty Deed. There will be reserved in the Special Warranty Deed all oil, gas and minerals lying on, in or under the subject property in favor of the City, with a right of ingress and egress for the exploitation of same.
4. **STRUCTURES** – Buyer acknowledges that there are certain structures on the premises which constituted the former Energy Recovery Facility built by the City of Pascagoula during the 1980's. Buyer acknowledges that the property has not been used for the purposes of an energy recovery facility for several decades and that the last known use of the subject property was as a solid waste transfer facility. Buyer acknowledges that he has inspected the structures on the premises and further acknowledges that the City previously discontinued use of the facility because of an engineering report which essentially condemned its use due to structural defects. The Buyer agrees that he is purchasing the above described property with full knowledge of the defective condition of the structures thereon and that the City is making no warranty whatsoever with respect to the fitness of the structures for any use which the Buyer may intend hereafter and with no warranty as to their present condition and the viability thereof for any purpose whatsoever.
5. **CLOSING COSTS** – Buyer agrees to pay all closing costs attendant upon the transaction with the exception of the Special Warranty Deed which shall be prepared at the expense of the City and one-half of the attorney fees to be incurred during closing. The Buyer agrees that he shall be solely responsible for the payment of any and all fees and expenses that might be incurred as a result of the Buyer's financial arrangements for the purchase of the facility.
6. **ENVIRONMENTAL ISSUES** – Buyer acknowledges that he is fully aware of all uses made of the facility and structures located on the above described property by the City and further acknowledges that the City makes no warranty whatsoever as to the environmental cleanliness of the property. Buyer acknowledges that he is purchasing this property with full acknowledge that there may be environmental issues associated with the property and for which he shall assume responsibility upon transfer of title thereto. Buyer further acknowledges that the attorney for the City has advised the Buyer that it may be in his best interest to obtain a Phase I environmental assessment on this property prior to the closing hereof. Buyer further acknowledges that he has been advised by the City Attorney that it

will be in his best interest to retain counsel familiar with transactions of this type to advise Buyer on the environmental issues.

7. **CLOSING** – The parties agree that the transaction shall be closed by Island Winds Title Company and its attorney, Patricia Wallace, or her designee. This contract for sale, along with any other items necessary for the closing of the transaction shall be delivered to Ms. Wallace at least two weeks prior to the proposed closing date.
8. **DUE DILIGENCE** – The City agrees that the Buyer shall have ninety (90) days from the date of the approval of this contract by the City Council within which to conduct due diligence and to make all financial arrangements for the purchase of the above described property. Closing shall take place no later than fifteen (15) working days after the close of the due diligence period. Buyer shall deposit with the City the sum of \$1,000.00 as earnest money, which sum shall be returned to the Buyer should the City not be in a position to close this transaction in accordance with the terms hereof. In the event of closing, the earnest money shall be applied toward the amount due to the City at that time. Should Buyer fail to close through no fault of the City, then Buyer agrees that the earnest money deposit shall be forfeited to the City as liquidated damages.
9. **MISCELLANEOUS** – Buyer acknowledges that this contract is subject to approval by the City Council of the City of Pascagoula and that it is not binding upon the City until such time as the approval has been spread upon the minutes of the City Council. Both parties acknowledge that no amendments or alterations to this document shall be allowed except in writing and only upon the approval of the City Council for the City of Pascagoula. Should any term or condition hereof be declared invalid by a court of competent jurisdiction, then the remaining terms shall remain in full force and effect for the duration of this contract. The parties agree to cooperate with one another to remedy any invalidity that might be found in the terms and conditions hereof so as to effect the full intent of the parties. The terms and conditions of this contract shall be construed in accordance with the laws of the State of Mississippi and venue for any legal action involving this contract shall be Jackson County, Mississippi.

WITNESS OUR SIGNATURES on this the 5th day of August, 2015.

BUYER
By: Matthew Kelly Byrd
Matthew Kelly Byrd

CITY OF PASCAGOULA
By: Harry J. Blevins
Harry J. Blevins, Mayor

The next item for consideration was approval of conference fees and travel expenses for the City Council to attend the Mississippi Municipal League (MML) 2016 Mid-Winter Legislative Conference as presented by Joe Huffman, City Manager. The conference will be held in Jackson, MS, on January 12-14, 2016.

Councilman Jackson made a motion to approve conference fees and travel expenses for the City Council to attend the Mississippi Municipal League (MML) 2016 Mid-Winter Legislative Conference as presented. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 Change Order No. 1 to the contract with G. T. Development & Contracting, LLC, Pascagoula, MS, for Cherokee Forest Neighborhood Infrastructure Improvements Project as recommended by Jaci Turner, City Engineer, and Brown, Mitchell & Alexander, Inc. The change order will include a total additional value of \$212,272.00 and allow for an additional 90 days. It also includes several field adjustments, additional scope, and adjustment from dig/replace existing sewer to lining sanitary sewer pipe documents. This project is funded with bond proceeds.

Councilman Jackson made a motion to approve Change Order No. 1 to the contract with G. T. Development & Contracting, LLC, for the Cherokee Forest Neighborhood Infrastructure Improvements Project, and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 Change Order No. 1 to the contract with DCD Construction, Ocean Springs, MS, for the Point Park Pervious Concrete Paving Project as recommended by Darcie Crew, Parks & Recreation Director. This change order is an increase of \$3,478.00 for a total project cost of \$81,233.00.

Councilman Jackson made a motion to approve Change Order No. 1 to the contract with DCD Construction for the Point Park Pervious Concrete Paving Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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:

Jen Dearman, Community and Economic Development Director, gave brief comments to the Council regarding the Hospital Road Improvements Project. Ben Smith, with Brown, Mitchell & Alexander, Inc., provided an update on this project. He stated the design phase is about 80% complete; the right-of-way acquisitions are ongoing and acquisition is anticipated to begin within the next 60 days; the construction documents will be finalized; MDOT will review the plans; and construction will begin.

A brief discussion was held regarding the possibility of installing a roundabout at Hospital Street and Old Mobile Highway. Mary Spalding, 4202 Pascagoula Street, stated she was not in favor of this design. After additional comments, the Council thanked Mr. Smith for the update on this project.

The next item for consideration was a request for a time extension to the contract with Brown, Mitchell & Alexander, Inc. on the Hospital Road Improvements Project as recommended by Jen Dearman, Community and Economic Development Director. The contract would be extended from December 31, 2015, to December 30, 2017.

The addendum is spread on the minutes as follows:

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
THE CITY OF PASCAGOULA
& BROWN, MITCHELL & ALEXANDER, INC.

ORIGINAL

This Addendum is made a part of that Professional Services Contract entered into by and between the City of Pascagoula, MS (known as the "LPA") and Brown, Mitchell & Alexander, Inc. (Known as the "CONSULTANT"), whose address is 401 Cowan Road, Suite A, Gulfport, MS 39507 signed by CONSULTANT on August 29, 2013, and signed by LPA on January 15, 2014.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the City of Pascagoula and Brown, Mitchell & Alexander, Inc., do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as afore described herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional twenty-four months, and said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Brown, Mitchell & Alexander, Inc. for *Hospital Road Improvements Project, STP-8971-00(005) LPA /106448-701000, Jackson County, MS* will change from December 31, 2015 at 11:59 P.M. to December 31, 2017, at 11:59 P.M..

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 2015.

Joseph Huffman, City Manager

WITNESS this my signature in execution hereof, this the 28th day of October 2015.

Dax Alexander / JAS
Dax Alexander, P.E., President

Attested By:

Louie McCampbell

Address: 401 Cowan Road, Suite A
Gulfport, MS 39507

PROGRESS SCHEDULE (REVISED)*

All parcels will be acquired or condemned by April, 2016, and all relocates will be moved by N/A.
 Appraisal Reports for all Parcels must be completed by December, 2015.
 All Appraisal Review Reports must be completed by February, 2016.
 Property Management Inventory shall be completed for all parcels within N/A days of the Notice to Proceed.
 Asbestos Abatement and Demolition shall be completed within N/A days of the completion of relocation of all displaced persons and/or business relocation from the parcel.

MAXIMUM ALLOWABLE COST

The CONSULTANT shall not exceed the "Cost Per Parcel" Rate established for this Work Assignment identified below.

Function	Estimated No. of Parcels	Cost per Parcel	Total Cost
Appraisal			
Phase I With Improvements	3	\$ 3,000.00	\$ 9,000.00
Land Only	19	\$ 950.00	\$ 18,050.00
Phase II Eminent Domain			
Court Updates	4	\$ 750.00	\$ 3,000.00
Review Appraisal			
With Improvements	3	\$ 825.00	\$ 2,475.00
Land Only	19	\$ 825.00	\$ 15,675.00
Acquisition			
With Improvements	3	\$ 2,500.00	\$ 7,500.00
No Improvements	19	\$ 2,500.00	\$ 47,500.00
Relocation Assistance			
Residential		\$	\$ 0.00
Businesses/Non Profit		\$	\$ 0.00
Misc./Personal		\$	\$ 0.00
Property Management			
Property Management Inventory		\$	\$ 0.00
Asbestos Abatement and Demolition		\$	\$ 0.00
Completion of Appraisal for Court			
Attorney Trial & Pretrial testimony *	(See Attached Exhibit 3-A)		\$ 34,346.00

*The CONSULTANT may be due additional funds providing Trial & Pretrial testimony estimated amount of hours are exceeded.

Maximum Project Costs = \$ 137,546.00

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$137,546.00 (Total of all Charges) without the prior written consent of both parties.

The LPA may retain 25% of the CONSULTANT'S contract amount until a final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

***REVISED PER LETTER AMENDMENT NO. 2**

\\sclient\NO\Norrie\ProjectFiles\3334 Hospital Road (Pascagoula)\ROW Contract\Progress Schedule revised for Time Extension.doc

After comments, Councilman Tadlock made a motion to approve the time extension to the contract with Brown, Mitchell & Alexander, Inc. for the Hospital Road Improvements Project as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

(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 Budget Amendment 16.01 in the General Fund for Bureau of Justice Administration Grant revenue and related transfer as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 16.01 November 3, 2015			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
<u>Revenues:</u>			
- <u>Grants:</u>			
BJA Grant - Police Vests	-	2,434	2,434
Total Revenues	-	2,434	2,434
-	-		-
-	-		-
<u>Expenditures:</u>			
- <u>General Administration:</u>			
- <u>Transfers:</u>			
Transfers to Forf. & Seiz. Fd	-	2,434	2,434
-			
Total Expenditures	-	2,434	2,434

Net Change in Fund Balance -		
General Fund		-
To amend the budget of the General Fund to provide expenditure authority to transfer the 50% match of the cost of bullet proof vests to the Forfeiture and Seizure Fund, and record the corresponding receipt of the grant from the Bureau of Justice Administration awarded on September 3, 2015.		

Councilman Tadlock made a motion to approve the budget amendment as recommended and presented. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 11-3-15)

The next item for consideration was Budget Amendment 16.02 in the Forfeiture & Seizure Fund for the purchase of bullet proof vests as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 16.02 November 3, 2015			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Forfeiture & Seizure Fund</u>	-	-	-
- <u>Revenues:</u>	-		-
- <u>Other Financing Sources:</u>	-		-
- Transfers from General Fund	-	2,434	2,434

-	-		-
Total Revenues	-	2,434	2,434
-	-		-
<u>Expenditures:</u>			
- <u>Capital Outlay:</u>			
- Other Furniture & Equipment	-	4,990	4,990
-			
Total Expenditures	-	4,990	4,990
Net Change in Fund Balance -			
Forfeiture & Seizure Fund		(2,556)	
To amend the budget of the Forfeiture & Seizure Fund to provide expenditure authority for the cost of bullet proof vests, and the receipt of a grant transfer from the General Fund, which is funding the 50% match. The remaining funds are from those unexpended and carried over from last fiscal year.			

Councilman Jackson made a motion to approve the budget amendment as recommended and presented. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

The next item for consideration was Budget Amendment 16.03 in the General Fund for the FY2016 DUI Grant revenue and related expenditures as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 16.03
November 3, 2015**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
-	-		-
<u>Revenues:</u>			
- <u>Grants:</u>			
- 2016 DUI Grant	-	15,400	15,400
-			
Total Revenues	-	15,400	15,400
<u>Expenditures:</u>			
- <u>Field Services:</u>			
- <u>Personal Services:</u>			
- Overtime - DUI	-	15,400	15,400
-			
Total Expenditures	-	15,400	15,400
Net Change in Fund Balance -			
General Fund		-	
To amend budget to provide authority for expenditures stemming from the FY2016 DUI Grant and the related grant revenue as approved by the Council on October 20, 2015.			

Councilman Pickett made a motion to approve the budget amendment as recommended and presented. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 11-3-15)

The next item for consideration was Budget Amendment 16.04 in the Special Tax (Recreation) Fund for Dog Park amenities as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 16.04 November 3, 2015			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Special Tax (Recreation) Fund</u>	-	-	-
-	-		-
<u>Expenditures:</u>			
- <u>Special Tax - Recreation:</u>			
- <u>Capital Outlay:</u>			
Improvements - Other	-	5,000	5,000
-			
Total Expenditures	-	5,000	5,000
 Net Change in Fund Balance - Special Tax (Recreation) Fund		<u>(5,000)</u>	
 To amend budget to provide expenditure authority for the dog park amenities to include drinking fountains, etc. approved by Council July 21, 2015.			

Councilman Hill made a motion to approve the budget amendment as recommended and presented. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

The next item for consideration was Budget Amendment 16.05 in the General Fund for the Street Department as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 16.05 November 3, 2015			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
<u>Expenditures:</u>			
- <u>Streets:</u>			
- <u>Capital Outlay:</u>			
Capital Maintenance	-	12,000	12,000
-			
Total Expenditures	-	12,000	12,000
 Net Change in Fund Balance -			
General Fund		(12,000)	
 To amend budget to provide expenditure			

authority for Amendment No. 2 with Brown, Mitchell & Alexander on the Hospital Road Project as approved by Council May 19, 2015.			
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Councilman Jackson made a motion to approve the budget amendment as recommended and presented. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 11-3-15)

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 October 16, 2015, through October 30, 2015, has been presented to the City Council for allowance and approval; and

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

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

The above Order was introduced by Councilman Jackson, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 3rd day of November, 2015.

Councilman Tadlock noted that Councilwoman Simkins is with her mother tonight who is having some medical concerns and asked everyone to remember her.

Mayor Blevins stated that some members of the Mayor's Youth Council were in attendance earlier at tonight's meeting. He appreciates all the work the Youth Council does for the City of Pascagoula.

There being no further business to come before the Council at this time, Councilman Tadlock made a motion to recess to Tuesday, November 17, 2015, at 6:00 p.m. to transact such

business as may lawfully come before the Council. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE".

The meeting ended at 7:25 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda Reed, Asst. City Clerk