

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, FEBRUARY 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, February 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 Pickett. The pledge of allegiance was led by Councilman Hill.

Members of the Council commented on the following items:

- MML Mid-Winter Conference report
- Neighborhood meeting recently held at Senior Center
- Community fundraiser recently held for Bo Cole and the family of Melinda Mitchell
- Jackson County Leadership Program – new participants – Brenda Germany, LaLinda Grace, and Doug Adams from City of Pascagoula
- Parks & Recreation Dept. – Five Star Restoration Waters Award
- Black History Month
- Recycling – new programs coming soon
- “Cruisin the Coast” – 2015
- Last project about to close out for Hurricane Katrina

Bruce Linton addressed the Council and briefly commented on the proposed Lighthouse Marina Project. Mr. Linton presented a proposed letter to the Council for consideration. The letter will be submitted to the Mississippi Department of Transportation (MDOT).

The proposed letter is spread on the minutes as follows:

Lighthouse Marina



Lighthouse Marina is located at the foot of the Hwy 90 Bridge in Pascagoula, MS. It is positioned in a safe harbor with easy access to the mouth of the East River. The average depth in the harbor is 7' which can accommodate many different types of vessels. Its location is walking distance to the many different restaurants, retail stores and other attractions Pascagoula has to offer.

The Marina offers several amenities:

- Bait and tackle shop including boat supplies, food, ice, and beverages
- Transient Boats slips available with 30 & 50 amp. Service
- Wide slips to accommodate boats 40' and up
- Electrical and water services for each slip
- Security Cameras with on-line viewing of individual boat slips
- Fish Cleaning Station
- Close proximity to the public boat launch

The City Council of Pascagoula gives full support of this project. It will further the development of the newly zoned mixed waterfront area.

This project must comply with all local and state building codes and regulations and must be approved from all government agencies involved in obtaining necessary permits for construction and operation.

Joe Huffman, City Manager, recommended the wording in the letter be revised to the City Council of Pascagoula “supports the project concept”.

After comments, Councilman Pickett made a motion to authorize the Mayor to submit a letter to MDOT for support of the project concept for the Lighthouse Marina Project 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 2-3-15)

Mayor Blevins read and presented Darcie Crew, Parks & Recreation Director, with a Proclamation for Arbor Day. The Proclamation is spread on the minutes as follows:

*Celebrate
ARBOR DAY*

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, In 1926, Mississippi adopted the second Friday in February as the official day of observance for Arbor Day.

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees are a renewable resource giving us paper, wood for homes, fuel for our fires, and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal

Now, Therefore, I, Harry J. Blevins, Mayor of the City of Pascagoula, do hereby proclaim the second Friday in February as

Arbor Day

In the City of Pascagoula, I urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote well-being of this and future generations.

Dated this 3rd day of February, 2015.

Mayor _____

The consent agenda was considered at this time:

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

Councilman Hill made a motion to adopt and approve the minutes of the recessed regular Council meeting of January 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 2-3-15)

Minutes of the Pascagoula Mayor’s Youth Council meeting held on January 12, 2015, were acknowledged by the Council.

The next item for consideration was an award of the low quote from Ol’ Magnolia Pest Control, Pascagoula, MS, for pest control services at City buildings as recommended by Robin Wood, Purchasing Agent. The monthly fee will be \$210.00 and covers the period February 6, 2015, to February 5, 2016.

The agreement is spread on the minutes as follows:

AGREEMENT

STATE OF MISSISSIPPI

JACKSON COUNTY

This agreement is made and entered into by and between **Ol’ Magnolia Pest Control of Pascagoula, MS** (hereinafter referred to as “Ol’ Magnolia Pest Control”) and **The City of Pascagoula** (hereinafter referred to as “City”).

WITNESSETH

Whereas, Ol’ Magnolia Pest Control has offered to provide pest control service to the City subject to the conditions below;

Now therefore, the parties hereto agree as follows:

1. Ol’ Magnolia Pest Control will service the following City buildings: **Police Station, (3) Fire Stations, Fire Station Training Building, Utilities Accounting Building, Arts on the Avenue, 12th Street Recreation Complex, City Hall, Andrew Johnson Recreation Center, 14th Street Complex (includes all buildings at complex), I.G. Levy Park Office, Scranton Museum, Pascagoula City Library, Scranton Nature Center,**

Bayou Casotte Water Treatment Plant, and Communy St. Water Treatment Plant, Criswell St. Water Treatment Plant, Pascagoula Soccer Complex, (2) Dixie Youth Concession Stands, Beach Park Concession, Parks and Recreation (located in the old PHS Gym), Anchor Square (Cottages A – P), Senior Center (1912 Live Oak) offices, Water Well/Storage (511 Firth Street), Control Room/Storage (4513 Market Street), 2 Pods (Operations—Building A and Code Enforcement—Building B).

2. Ol' Magnolia Pest Control agrees to service the above City buildings as follows: service will include one initial spraying of each building the first month, and servicing each building, thereafter, at least every other month for the control of roaches, ants, rats, and mice. Should problems occur between servicing times, and a service call becomes necessary, it shall be done at no additional cost to the City.
3. During the term of this agreement, Ol' Magnolia Pest Control will furnish pest control service to the City for the sum of \$210.00 per month.
4. Ol' Magnolia Pest Control must provide documentation for a City representative to sign after each service.
5. The City agrees to pay Ol' Magnolia Pest Control for services rendered in the sum of \$210.00 per month.
6. This agreement contains the entire agreement between the parties; there are no other written or contemporaneous oral agreements. This agreement shall not be modified except by a document signed by the parties.
7. In the event any part of this agreement shall be construed to be unlawful or unbinding for any reason, then the parts of this agreement which are not so construed to be unlawful or unbinding shall continue in full force and effect.
8. This agreement shall, in all respect, be governed by the laws of the State of Mississippi.
9. The term of this agreement shall be from February 6, 2015, through February 5, 2016.

In witness whereof, the parties have executed this agreement on this _____ day of _____, 2015.

Ol' Magnolia Pest Control

ATTEST: _____

BY: _____

Address: _____

Phone No. _____

CITY OF PASCAGOULA, MS

ATTEST: _____

BY: _____

Address: _____

Phone No. _____

Councilman Hill made a motion to approve the low quote of \$210.00 per month from Ol' Magnolia Pest Control and authorize the City Manager to execute the agreement 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 2-3-15)

(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 No. 15.18 in the General Fund for the Property Maintenance Department as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 15.18 February 3, 2015			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
- <u>Property Maintenance:</u>			
- <u>Supplies:</u>			
- Traffic Signal Supplies	30,000	19,260	49,260
Total Expenditures	30,000	19,260	49,260
Net Change in Fund Balance		(19,260)	

To amend budget to provide expenditure authority for the repair of damage to the traffic signal at Hwy 90 and Pascagoula Street.			
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Councilman Hill made a motion to approve the budget amendment as recommended and 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 2-3-15)

The next item for consideration was Change Order #1 to the contract with Mid-Western Commercial Roofers, Inc., Mobile, AL, for the Andrew Johnson Center Roof Improvements Project as recommended by Darcie Crew, Parks & Recreation Director, and Compton Engineering, Inc. The change order is for \$14,036.00 for a total contract amount of \$112,951.00. This change order will allow for new sheathing to be placed over the existing sheathing to meet the wind load requirements for the project.

Councilman Hill made a motion to approve Change Order #1 to the contract with Mid-Western Commercial Roofers, Inc. for the Andrew Johnson Center Roof Improvements 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 2-3-15)

(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 2 to the Master Services Agreement with Brown, Mitchell & Alexander, Inc. (BMA), Gulfport, MS, for one year as recommended by Jaci Turner, City Engineer. There is no specific work or expense related to this action.

The amendment is spread on the minutes as follows:

December 30, 2014

Ms. Jaclyn Turner
Program Manager
City of Pascagoula
603 Watts Avenue
Pascagoula, Mississippi 39567

**RE: Master Services Agreement (2013 - 2015)
between The City of Pascagoula and Brown, Mitchell & Alexander, Inc.**

Dear Ms. Turner:

The above referenced Master Services Agreement expires on February 5, 2015. A provision in the contract allows for the City of Pascagoula to extend the agreement by an additional calendar year (up to three (3) one year extensions – this will be the second one year extension) subject to the satisfactory performance of services rendered by Brown, Mitchell & Alexander, Inc. under this Agreement and approval of the Pascagoula City Council.

If acceptable to you, please present the attached Amendment Two to the City Council for approval. Requested changes under the attached amendment include the one year time extension of the contract and an annual adjustment of the Standard Hourly Rates to 2015 rates.

If you should have any questions relative to this Master Services Agreement extension request, please do not hesitate to contact me at 864-7612. As always, it is a pleasure working with you and the City of Pascagoula.

Sincerely,



Dax Alexander, P.E.
President

Enclosures

AMENDMENT 2

To the Standard Form of Agreement between

City of Pascagoula
&
Brown, Mitchell & Alexander, Inc.

ORIGINAL

Master Services Agreement

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 5th day of February, 2013, between the City of Pascagoula (Owner) and Brown, Mitchell & Alexander, Inc. (Engineer), providing for a Master Services Agreement with Engineer for engineering and related services as may be requested by the Owner and authorized by work order. The scope of the Agreement is amended or supplemented as indicated below:

1. As referenced in 3.02. A *Period of Service and Time for Completion*
Original period of service was February 5, 2013 to February 4, 2014. The Master Services Agreement allows for up to three (3) one year extensions by mutual agreement, or as amended by the Owner and Engineer. Amendment 1 extended the period of services for one (1) calendar year from February 5, 2014 to February 4, 2015. This Amendment 2 requests extension of the period of service for one (1) calendar year from February 5, 2015 to February 4, 2016, with the option of one (1) additional extension remaining.
2. As referenced in C2.01.6 *Compensation for Basic Services – Standard Hourly Rates Method of Payment* Attachment A, Brown & Alexander, Inc. Standard Hourly Rate Schedule dated December 1, 2013 is replaced by Attachment A, Brown, Mitchell & Alexander, Inc. Standard Hourly Rate Schedule dated January 1, 2015.

This AMENDMENT 2 is hereby made a part of and incorporated into the original Agreement, dated February 5, 2013, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this _____ day of January, 2015.

OWNER:
City of Pascagoula

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Joseph R. Huffman
City Manager

Dax Alexander

Dax Alexander, P.E.
President

Address for giving notice:
603 Watts Avenue
Pascagoula, MS 39567

521 34th Street
Gulfport, MS 39507

ATTACHMENT A

**BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES**

Engineering Staff

Principal Engineer	\$168.00
Professional Engineer V	\$149.00
Professional Engineer IV	\$137.00
Professional Engineer III	\$124.00
Professional Engineer II	\$113.00
Professional Engineer I	\$100.00
Engineer Intern II	\$97.00
Engineer Intern I	\$82.00
Senior Design Technician	\$88.00
Engineer Technician	\$65.00

Project Representation Staff

Resident Project Representative IV	\$88.00
Resident Project Representative III	\$82.00
Resident Project Representative II	\$72.00
Resident Project Representative I	\$65.00

Drafting Staff

CADD Production Manager	\$95.00
Design/CADD Technician	\$91.00
CADD Operators/Drafters	\$85.00

Surveying Staff

Registered Land Surveyor II	\$100.00
Registered Land Surveyor I	\$97.00
Land Surveyor Intern	\$65.00
Survey Crew Chief	\$58.00
Instrument Man	\$52.00

*Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 5%.
January 1, 2015*

ATTACHMENT A

**BROWN, MITCHELL & ALEXANDER, INC.
STANDARD HOURLY RATES**

Surveying Staff (Cont'd)

1-Man Survey Crew	\$90.00
2-Man Survey Crew	\$125.00
3-Man Survey Crew	\$150.00

OVERTIME:

1-Man Survey Crew	\$115.00
2-Man Survey Crew	\$155.00
3-Man Survey Crew	\$180.00

Administrative Staff

Administrative III	\$70.00
Administrative II /Specifications Technician	\$60.00
Administrative I	\$52.00
Clerical	\$45.00

*Alternate personnel may be utilized at their regular hourly rates, which will not exceed listed rates.
These hourly rates are subject to an annual increase of up to 5%.
January 1, 2015*

Councilman Hill made a motion to approve Amendment 2 to the agreement for one year with Brown, Mitchell & Alexander, Inc. as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 2-3-15)

(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 Renewal No. 2 to the Miscellaneous Services Agreement with Compton Engineering, Inc., Pascagoula, MS, for one year as recommended by Jaci Turner, City Engineer. There is no specific work or expense related to this action.

Additional information is spread on the minutes as follows:



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

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

January 14, 2015

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

Re: Miscellaneous Services Agreement – Contract Renewal #2
(C.E. Job #: 213-008)

Dear Ms. Turner:

Please find attached two (2) original copies of Contract Renewal #2 to Agreement for Professional Services, as well as a copy of the executed Agreement for Professional Services that it amends, for the above referenced project. Please place this Contract Renewal on the agenda for the next City Council meeting. Once approved, please return one (1) original to our office for our files.

If you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

Attachment

PASCAGOULA

BILOXI

BAY ST. LOUIS

E:\Pascagoula\00-Projects\2014\2013-008 COP Misc Services\Docs\Letter Jaci Turner 1-14-15.doc

**RENEWAL NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF PASCAGOULA AND COMPTON ENGINEERING, INC.**

THIS IS A RENEWAL made on _____ TO THE AGREEMENT made on February 5, 2013, between the CITY OF PASCAGOULA, PO Drawer 908, Pascagoula, Mississippi, 39568-0908 (OWNER), and COMPTON ENGINEERING, INC., PO Box 686, 1706 Covert Avenue, Pascagoula, Mississippi, 39568 (ENGINEER).

This RENEWAL is in accordance with ARTICLE VII – CHANGES, AMENDMENTS of the aforementioned agreement. OWNER intends to utilize ENGINEER for services as extended in ARTICLE III:

ARTICLE III - PERIOD OF SERVICES

I. The period of services shall be from February 5, 2015 to February 5, 2016.

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

OWNER:
CITY OF PASCAGOULA, MS

ENGINEER:
COMPTON ENGINEERING, INC.


Vice President

WITNESS: _____

WITNESS: 

**AGREEMENT FOR PROFESSIONAL SERVICE
BETWEEN
CITY OF PASCAGOULA
AND
COMPTON ENGINEERING, INC.**

This AGREEMENT made this 5th day of February, 2013, by the City of Pascagoula, hereinafter referred to as the OWNER and Compton Engineering, Inc., hereinafter referred to as PROFESSIONAL, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected the PROFESSIONAL to conduct miscellaneous studies, field investigations, design, and construction phase services for miscellaneous projects, and other services as requested in writing by the OWNER, hereinafter referred to as MISCELLANEOUS SERVICES; and

WHEREAS, the OWNER and the PROFESSIONAL have agreed upon the scope of services to be provided by the PROFESSIONAL under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the PROFESSIONAL's scope of services and payment provisions for the MISCELLANEOUS SERVICES.

ARTICLE I - SCOPE OF WORK

1. A general scope of work will be designated for each task prior to commencing work. The Task Order Request will be prepared by the OWNER to define the activity and work scope required. Upon receipt of the Task Order Request from the OWNER, the PROFESSIONAL will then prepare the Task Order attached as Exhibit 1 to define the activity and work scope required for submission to the OWNER. Upon acceptance of the Task Order by the OWNER, the work can commence.

ARTICLE II - PROFESSIONAL'S RESPONSIBILITIES

1. The PROFESSIONAL shall have responsibility for and furnish all necessary labor, direct and indirect costs to perform and complete the MISCELLANEOUS SERVICES that may be requested by the OWNER.
2. Upon OWNER's request, the PROFESSIONAL shall proceed with the performance of the work called for by the OWNER. The work shall be completed generally in accordance with the designated time as mutually agreed upon between the OWNER and PROFESSIONAL.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be from February 5, 2013 to February 5, 2014.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the PROFESSIONAL either on a time and material basis as outlined in Exhibit 2 attached to this AGREEMENT, or on a lump sum rate established by negotiation.
2. The PROFESSIONAL may submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the PROFESSIONAL within forty-five (45) days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The PROFESSIONAL shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.
2. The PROFESSIONAL shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage:
 - 2.1 Workmen's Compensation and Employer's Liability Insurance –
Workmen's compensation and any other insurance coverage as may be required by law in the State of Mississippi.
 - 2.2 Comprehensive Automobile and Vehicle Liability Insurance -
This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damages to property of others arising from PROFESSIONAL's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limits of liability shall not be less than the following:

Bodily Injury	\$500,000.00 each person \$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

2.3 Comprehensive General Liability.

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the PROFESSIONAL or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	\$300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate

2.4 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.
4. Nothing in this agreement shall be construed as creating an employer/employee relationship. PROFESSIONAL acknowledges its status as an independent contractor for all tasks generated pursuant to this Agreement and shall be responsible for and hold Owner harmless from any and all claims, causes of action, assessments, penalties, fines or expenses of any kind arising out of PROFESSIONAL's negligence in the performance of this Agreement.

ARTICLE VI - TERMINATION OF CONTRACT

1. Unless earlier terminated as stipulated below, this AGREEMENT shall terminate upon completion of the Period of Services. Should the Period of Services expire during an open Task Order(s), open Task Orders shall be completed in accordance with the terms of this Agreement, unless written notice is received from the Owner.
2. This AGREEMENT may be terminated in whole or in part by either party upon written notice of intent to terminate.
3. Upon receipt of a termination action, the PROFESSIONAL shall, (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the PROFESSIONAL in performing this AGREEMENT, whether completed or in process.

4. Upon termination pursuant to Article VI, paragraph 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise.

ARTICLE VII - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the PROFESSIONAL and the OWNER; such amendments shall be made a part of the AGREEMENT.
2. Nothing in this AGREEMENT shall preclude the PROFESSIONAL and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.
3. This AGREEMENT may be extended for a period of one (1) year, up to four (4) years, if mutually desired by the PROFESSIONAL and the OWNER. The PROFESSIONAL may adjust hourly rates in EXHIBIT 2 at the time of each one (1) year extension, if necessary, to a maximum of 10% increase.

ARTICLE VIII - MISCELLANEOUS

1. All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards, and shall be subject to inspection and acceptance of the OWNER. The PROFESSIONAL shall be responsible for the technical adequacy of his work.
2. Control of means and methods of operation for all work accomplished in the PROFESSIONAL's office, or in the field by the PROFESSIONAL'S staff including provisions for any required safety precautions, shall be the responsibility of the PROFESSIONAL.
3. All communications regarding this AGREEMENT will be directed to the OWNER through the person designated by the OWNER as the Project Manager.
4. On a monthly basis when invoices are submitted to the OWNER, the PROFESSIONAL shall include a brief analysis showing the cost-to-date and contract balance for work performed under this AGREEMENT.
5. This AGREEMENT (consisting of Pages 1 to 8 inclusive) together with the Exhibits identified herein constitute the entire AGREEMENT between the OWNER and PROFESSIONAL and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.
6. This Agreement shall not be assignable, either in whole or in part, to any third party by either the OWNER or PROFESSIONAL, without the express written permission of the non-assigning part.

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

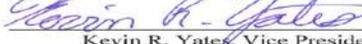
ACCEPTED FOR OWNER:

CITY OF PASCAGOULA


Joseph R. Huffman, City Manager

ACCEPTED FOR PROFESSIONAL:

COMPTON ENGINEERING, INC.


Kevin R. Yates, Vice President
License #19693

ATTEST



ATTEST





EXHIBIT 1

COMPTON ENGINEERING, INC.
213-008

TASK ORDER No. _____
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: _____

Owner to identify desired services:

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

Owner's General Description of Project: _____

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

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

Proposed Scope of Work: _____

Timeline and Milestones: _____

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

COMPTON ENGINEERING, INC.
213-008:

_____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 _____.

CITY OF PASCAGOULA:
BY: _____
DATE: _____

CONSULTANT:
BY: _____
DATE: _____

EXHIBIT 2

**COMPTON ENGINEERING, INC.
CHARGE RATES
2012**

Labor Classification	Hourly Rate
Engineer Principal	\$ 145.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 105.00
Geologist (P.G.)	\$ 94.00
Engineer II (P.E.)	\$ 94.00
Engineer I (E.I.)	\$ 78.00
Architect Intern	\$ 78.00
Senior Project Manager	\$ 105.00
Project Manager	\$ 89.00
Environmental Specialist	\$ 94.00
Senior Engineering Assistant	\$ 84.00
Engineering Assistant	\$ 68.00
Senior Design Technician	\$ 78.00
Design Technician	\$ 68.00
Resident Project Representative Manager	\$ 75.00
Resident Project Representative	\$ 65.00
Business Manager	\$ 90.00
Specification Writer	\$ 65.00
Administrative Assistant	\$ 50.00
Clerical	\$ 35.00
Professional Land Surveyor	\$ 95.00
Senior Survey Technician	\$ 70.00
Survey Technician	\$ 60.00
Survey Crewman	\$ 42.00
Two-Man Survey Crew	\$ 115.00
Three-Man Survey Crew	\$ 135.00
GPS Survey Crew	\$ 155.00
Subcontractors and Project Specific Expenses With prior approval from Owner)	Cost + 10%

6:\Programs\340 Projects\2012\213-008 COE Misc Services\Final Contract Agreement 0213-008 1-20-13.doc

Councilman Hill made a motion to approve Renewal No. 2 to the Miscellaneous Services Agreement with Compton Engineering, Inc. for one year 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 2-3-15)

(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 the renewal of the Miscellaneous Service Contract with Neel-Schaffer, Pascagoula, MS, for one year as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:

January 15, 2015

Ms. Jaci Turner
City Engineer
City of Pascagoula
4015 14th Street
Pascagoula, MS 39581

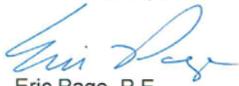
RE: Miscellaneous Services Contract – Term Extension

Dear Ms. Turner:

The miscellaneous professional services contract between Neel-Schaffer and the City of Pascagoula, which was executed on February 5th, 2013, indicated that the agreement was valid for a term of one year and could be extended in one year increments if agreed upon by both parties in writing. Also, the agreement stated that the contract could be extended up to three times.

This letter serves as Neel-Schaffer's concurrence to extend this agreement by an increment of one year with the revised expiration of the term to be February 5th, 2016 if the City so agrees. If the agreement is extended, by the terms in the original contract, there will be one remaining term which may be extended if both parties consent.

Sincerely,
Neel-Schaffer, Inc.



Eric Page, P.E.
Asst. Engineering Manager

Agreed to by:

CITY OF PASCAGOULA, MS

Signature

Title

Date

Attest

Councilman Hill made a motion to approve the renewal of the Miscellaneous Services Contract with Neel-Schaffer, Inc. for one year 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 2-3-15)

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

Next for consideration was the renewal of the Miscellaneous Services Agreement for one year with STANTEC Consulting Services, Inc., Jackson, MS, as recommended by Jaci Turner, City Engineer.

Additional information is spread on the minutes as follows:

**STANTEC
PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER**

Change Order # 2

Date: 20 January 2015

"STANTEC" STANTEC CONSULTING SERVICES INC.
STANTEC Project # 201902413
200 N. Congress Street, Suite 600, Jackson, MS 39201
Ph: (601) 354-0696 Fx: (601) 354-0433
email: wendel.ruff@stantec.com

CLIENT CITY OF PASCAGOULA
Client Project #
603 Watts Avenue, Pascagoula, MS 39567
Ph: (228) 762-1020 Fx:
email:

Project Name and Location: General Services Agreement

In accordance with the original Professional Services Agreement dated 12 February 2013 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Total fees this Change Order	\$
Original agreement amount	\$
Change Order Number	\$
Total Agreement	\$

Effect on Schedule: Extension of one (1) year for services

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF PASCAGOULA

John McKee, Senior Principal
Print Name and Title

Print Name and Title

Signature_____

Signature_____

Date Signed: _____

Date Signed: _____

Councilman Hill made a motion to approve the renewal of the Miscellaneous Services Agreement with STANTEC Consulting Services, Inc. for one year 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 2-3-15)

(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 the Mississippi Power Company preliminary energy audit for the Pascagoula Library as recommended by Jaci Turner, City Engineer. This service is provided by Mississippi Power at no cost and could result in the City receiving energy rebates related to any upgrades done moving forward.

The agreement is spread on the minutes as follows:



Large Commercial/Industrial Business Program Letter of Intent

Mississippi Power is proud to offer the Large Commercial/Industrial Business Program, aimed at improving the energy efficiency of local commercial facilities located within its service territory. Mississippi Power has contracted with CLEAResult to sponsor, promote and administer the program.

_____ (herein referred to as "partner") recognizes that it is a willing participant of this **no cost** program designed to help reduce energy bills for their facilities, freeing up operating dollars for other needs and improving the usability and comfort of their facilities. This LOI reflects the **voluntary collaboration** between your organization and the Large Commercial/Industrial Business Program. It details the commitments of each party in order to improve energy efficiency in your facilities. *The program agrees to provide these services at no cost to the partner with the understanding that the partner will exert its best efforts to complete the applicable steps below and implement cost-effective energy efficiency recommendations. This agreement is non-binding and may be canceled at any time without reason by either party.*

Description of Commitments

The Large Commercial/Industrial Business Program will:

- Identify and assess energy efficiency measures
- Assist, analyze and incentivize new construction projects to help make the building more efficient than code mandates
- Pay the partner cash incentives for documented peak demand reduction for eligible energy efficiency savings achieved by projects

Measure Category	Cash Incentives
Lighting & Lighting Controls*	\$0.07/kWh
HVAC – Chiller	\$0.12/kWh
HVAC – DX & HVAC Controls	\$0.12/kWh
Building Envelope	\$0.12/kWh
Food Service	\$0.12/kWh
Custom	\$0.06/kWh

Specific responsibilities of the partner and the program in this agreement are:

- Partner recognizes that it must return a signed copy of the LOI and the project application form to reserve financial incentives for its project(s). This will ensure incentives are available upon project completion.
- Partner will allow the Large Commercial/Industrial Business Program to use partner's name to promote participation in the program to entities such as potential program partners: utilities, federal, state or local entities; and the general public.

Acceptance of Agreement

By endorsing below, your organization accepts this agreement with the Large Commercial/Industrial Business Program, sponsored by Mississippi Power. This agreement should be signed by your organization's owner, facilities manager, energy director or similar and is valid the length of the 2015 program year.

PARTNER

Signature: _____
 Printed Name: _____
 Date: _____
 Title: _____
 Company Name: _____
 Address: _____
 City, State, ZIP: _____
 Phone: _____ Fax: _____
 Tax ID: *Submit W-9 with this signed form.*
 Email: _____

PLEASE SEND COMPLETED LOI TO:

CLEAResult
 ATTN: Mississippi Power Team
 2600 13th Street, Ste 202
 Gulfport, MS 39501
Fax: (877) 251-1407
Email: waystosave@mississippipower.com

Councilman Hill made a motion to approve the Mississippi Power Company preliminary energy audit for the Pascagoula Library 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 2-3-15)

(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 by the Mississippi Home Corporation to display Mortgage Assistance Program signs throughout the City as presented by Jen Dearman, Community and Economic Development Director. The yard signs will be displayed for four weeks with a deadline for removal of March 4, 2015.

Additional information is spread on the minutes as follows:

MEMO

To: City Council

From: Jen Dearman
Director of Community and Economic Development

Subject: Mississippi Home Corporation Request to Display Mortgage Assistance Program Signs on City Property

Date: January 28, 2015

The Mississippi Home Corporation has requested to post signs throughout the City advertising the Mortgage Assistance Program. The signs will be 18' x 24'.

The City has identified the following placements for the signs:

- Corner of Pascagoula Street and Highway 90
- Corner of Market Street and Highway 90
- Corner of Chicot Street and Highway 90
- On Chicot Street at I.G. Levy Park
- On Highway 90 at WalMart
- On Highway 90 at western City of Pascagoula Welcome Sign
- On Highway 90 at eastern City of Pascagoula Welcome Sign
- Corner of Industrial Road and Orchard Road
- Southwest corner of Macphelah Road and Jefferson Avenue
- Corner of Bayou Cassotte Parkway and Orchard Road
- On Telephone Road at City of Pascagoula Welcome Sign

Councilman Hill made a motion to approve the request of Mississippi Home Corporation to display Mortgage Assistance Program signs throughout the City as recommended for four (4) weeks with a deadline for removal of March 4, 2015. 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 2-3-15)

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

Next for consideration was an Order to determine whether the parcels of land at 1204 Dupont, 1907 Albert, and 1003 Convent are in such a state of uncleanness as to be a menace to the public health and safety of this community as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

ORDER

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

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

THEREFORE, IT IS ORDERED that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on March 3, 2015, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanness as to be a menace to the public health and safety of this community.

EXHIBIT A

Tax Parcel Number and Property Address	Owner(s) and Mailing Address	Described at the following Jackson County, MS, Deed Books and Pages
41775038.000 1204 Dupont	Kenneth B. Robertson 1215 Washington Avenue Pascagoula, MS 39567	Deed Book 1279, Page 895
40401342.000 1907 Albert	Travis Olive 2617 Martin Street Pascagoula, MS 39567 AND Randolf & Joedna Fagan 9108 West Simmons Circle Ocean Springs, MS 39564 (Footnote 1)	Deed Book 1655, Page 397
41411074.000 1003 Convent	Wallace Benward 6204 Paseo Colina Carlsbad, CA 92009 AND Henry C. Edwards 154 Quail Run Road Lucedale, MS 39452 (Footnote 2)	Deed Book 1400, Page 270

PARTIES WITH INTEREST

Footnote 1: -Bennett Tax Company, 6991 Hwy 493 North, Meridian, MS 39305
 -High Sierra Tax Sale Properties, MSC 378, P.O. Box 850001, Orlando, FL 32885
 -Henry Cornelius Edwards, 154 Quail Run Road, Lucedale, MS 39452
 -Ann, LLC, 33 Canebrake Blvd, Hattiesburg, MS 39402
 - Patricia Zdenek, 7500 Lakeridge Drive, Ocean Springs, MS 39564

Footnote 2: -E.C. Schafer, 3406 River Road, Moss Point, MS 39563
 -Bennett Tax Company, 6991 Hwy 493 North, Meridian, MS 39305

The above Order was introduced by Councilman Hill, 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 Order adopted on the 3rd day of February, 2015.

The next item for consideration was a Resolution requesting an amendment to Senate Bill 2921 to either eliminate or extend the repeal provisions to give the Council additional time to implement the Parks and Recreation Master Plan, as recommended by Eddie Williams, City Attorney. The plan was adopted on October 16, 2012.

The Resolution is spread on the minutes as follows:

RESOLUTION REQUESTING AN AMENDMENT TO SENATE BILL 2921 PASSED IN 2013 REGULAR SESSION OF THE MISSISSIPPI LEGISLATURE TO ELIMINATE THE REPEAL CLAUSE CONTAINED THEREIN, OR, IN THE ALTERNATIVE, TO EXTEND THE REPEAL DATE IN ORDER TO AFFORD THE CITY COUNCIL ADDITIONAL TIME WITHIN WHICH TO IMPLEMENT THE PARKS AND RECREATION MASTER PLAN; AND FOR RELATED PURPOSES

WHEREAS, Senate Bill 2921, a true and correct copy of which is attached hereto as an exhibit, was passed in the 2013 Regular Session of the Mississippi Legislature authorizing the City Council of the City of Pascagoula, Mississippi (City) to levy a tax not to exceed two (2%) percent on the gross proceeds derived from the sale of prepared foods by restaurants in the City, the proceeds of which tax are to be used for the purpose of implementing a comprehensive Parks and Recreation Master Plan which was adopted by the City on October 16, 2012; and

WHEREAS, since the passage of the aforesaid Senate Bill 2921, a new City Council was elected to office in June of 2013 and assumed office on July 1, 2013; and

WHEREAS, pursuant to its terms, Senate Bill 2921 will “sunset” in July, 2017; and

WHEREAS, the present City Council has passed a Resolution indicating its intent to issue up to ten million dollars in general obligation bonds for the purpose of implementing the Parks and Recreation Master Plan which was adopted by the City on October 16, 2012; and

WHEREAS, it is the intent of the present City Council that the proposed tax on the gross proceeds derived from the sale of prepared foods by restaurants in the City will be used to retire the aforesaid bonds; and

WHEREAS, in order for the City Council to entertain the proposed bond issue, it is necessary that there be a funding source available for retirement of the anticipated debt and the amount of time left until the expiration of Senate Bill 2921 is insufficient to that purpose:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pascagoula respectfully requests that the repeal provision set forth in Senate Bill 2921, which was passed by the Regular Session of the Mississippi Legislature in 2013, be either removed in its entirety, or that an extension be granted so as to give the present City Council additional time within which to hold a referendum thereon and, if the same is successful, to allow sufficient time for this new revenue source to be used to retire the proposed bond issue in the amount of ten million dollars for the purpose of implementing the Parks and Recreation Master Plan adopted by the City on October 16, 2012.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution to be sent to each member of the local legislative delegation.

The above Resolution was introduced by Councilman Hill, 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 February, 2015.

The exhibit is spread on the minutes as follows:

MISSISSIPPI LEGISLATURE
2013 Regular Session
To: Local and Private; Finance
By: Senator(s) Wiggins

Senate Bill 2921

(As Sent to Governor)

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO LEVY A TAX UPON THE GROSS PROCEEDS DERIVED FROM THE SALE OF PREPARED FOODS BY RESTAURANTS IN THE CITY; TO PROVIDE THAT THE CITY MAY UTILIZE THE REVENUE FROM THE TAX TO IMPLEMENT A COMPREHENSIVE PARKS AND RECREATION MASTER PLAN ADOPTED BY THE CITY; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act:

- (a) "City" means the City of Pascagoula, Mississippi.
- (b) "Governing authorities" means the governing authorities of the City of Pascagoula, Mississippi.
- (c) "Master plan" means the Comprehensive Parks and Recreation Master Plan adopted by the governing authorities on October 16, 2012.
- (d) "Prepared food" means food prepared on the premises of a restaurant.
- (e) "Restaurant" means all places, including hotel and motel dining rooms, cafeterias, cafes, lunch stands, grocery and convenience stands where prepared food and beverages are sold for consumption, whether such food is consumed on the premises or not. The term does not include any school, hospital, convalescent or nursing home, or any restaurant-like facility operated by or in connection with a school, hospital, medical clinic, convalescent or nursing home providing food for students, patients, visitors, or their families.

SECTION 2. For the purpose of providing funds for the implementation of the master plan, the governing authorities may levy

and collect from every person, firm or corporation operating a restaurant in the city a tax, which shall be in addition to all other taxes and assessments imposed, which shall not exceed two percent (2%) of the gross proceeds derived from the sale of prepared food by all restaurants in the city.

SECTION 3. Before any tax authorized under this act may be imposed, the governing authorities shall adopt a resolution declaring their intention to levy the tax, setting forth the amount of the tax to be imposed, the date upon which the tax shall become effective and calling for a referendum to be held on the question. Notice of such intention shall be published once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in Jackson County, with the first publication of the notice to be made not less than twenty-one (21) days before the date fixed in the resolution for the referendum and the last publication to be made not more than seven (7) days before the referendum. At the referendum, all qualified electors of the city may vote, and the ballots used in the referendum shall have printed thereon a brief statement of the amount and purposes of the proposed tax levy and the words "FOR THE TAX" and, on a separate line, "AGAINST THE TAX", and the voters shall vote by placing a cross (x) or check (✓) opposite their choice on the proposition. When the results of any such referendum shall have been canvassed by the election commission and certified, the city may levy the tax beginning on the first day of the second month following the referendum, only if at least sixty percent (60%) of the qualified electors who vote in the election vote in favor of the tax. No public funds shall be used for the purpose of promoting the adoption of the referendum and no city employee may

promote the referendum during business hours.

SECTION 4. (1) Persons, firms or corporations liable for the tax imposed under this act shall add the amount of the tax to the sales price and shall collect, insofar as is practicable, the amount of the tax due from the person receiving the services or products at the time of the payment therefor.

(2) On or before the fifteenth day of the month preceding the date on which the city will begin to levy the tax authorized under Section 2 of this act, the governing authorities shall give written notification to the Commissioner of Revenue of the date on which the tax shall become effective.

(3) Such tax shall be collected by and paid to the Mississippi Department of Revenue on a form prescribed by the department, in the same manner that state sales taxes are computed, collected and paid, and the full enforcement provisions and all other provisions of Chapter 65, Title 27, Mississippi Code of 1972, shall apply as necessary to the implementation and administration of this act.

(4) Except for any amount retained by the Department of Revenue under Section 27-3-58, the revenue from the tax shall be paid to the city on or before the fifteenth day of the month in which collected.

(5) The proceeds of the tax shall not be considered by the City of Pascagoula as general fund revenues but shall be dedicated to and expended solely for the purposes specified in this section.

SECTION 5. Accounting for receipts and expenditures of the funds described in this act shall be made separately from the accounting of receipts and expenditures of the general fund and any other funds of the city. The records reflecting the receipts and expenditures of the funds prescribed in this act shall be audited annually by an

independent certified public accountant, and the accountant shall make a written report of his audit to the governing authorities. The audit shall be made and completed as soon as practicable after the close of the fiscal year, and expenses of the audit shall be paid from the funds derived pursuant to this act.

SECTION 6. This act shall be repealed from and after July 1, 2017.

SECTION 7. The governing authorities shall submit this act, immediately upon approval by the Governor, or upon approval by the Legislature subsequent to a veto, to the Attorney General of the United States or to the United States District Court for the District of Columbia in accordance with the provisions of the Voting Rights Act of 1965, as amended and extended.

SECTION 8. This act shall take effect and be enforced from and after the date it is effectuated under Section 5 of the Voting Rights Act of 1965, as amended and extended.

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

The next item for consideration was a Resolution authorizing the Mayor to execute a Special Warranty Deed in compliance with the Exchange Agreement between the United States and the City as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE SPECIAL WARRANTY DEED IN COMPLIANCE WITH EXCHANGE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PASCAGOULA

WHEREAS, on or about the 6th day of January, 2015, the City Council approved an Exchange Agreement between the United States of America for the use and benefit of the National Oceanic and Atmospheric Administration (NOAA) for the purpose of exchanging certain properties located on or near the City's Riverfront Addition Subdivision on the East Bank of the Pascagoula River; and

WHEREAS, pursuant to that agreement, the City obligated itself to vacate and abandon a certain portion of Delmas Avenue that passed between properties owned by the United States in the area in question; and

WHEREAS, on January 20, 2015, the City Council approved an Ordinance which effected the abandonment and vacation of that portion of Delmas Avenue in question and reserved unto the City a perpetual right of ingress and egress for the purpose of the operation and maintenance of a sewer force main passing along the northern portion of the abandoned street segment; and

WHEREAS, pursuant to the aforesaid Exchange Agreement, the City further obligated itself, upon the vacation and abandonment of the portion of Delmas Avenue, to execute a Special Warranty Deed in favor of the United States for the use and benefit of NOAA; and

WHEREAS, attached hereto as an exhibit to this Resolution is the form of the Special Warranty Deed to be executed by the Mayor upon approval by the City Council and which has been pre-approved by the United States:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Mayor is authorized and directed to execute the Special Warranty Deed in compliance with the Exchange Agreement as set forth hereinabove, the form of which is attached hereto as an exhibit.

SECTION 2. Upon execution of the Special Warranty Deed, the same shall be filed of record in the office of the Chancery Clerk of Jackson County, Mississippi, and the recorded document shall then be forwarded to the United States of America in care of the U.S. Army Corps of Engineers as indicated thereon.

The above Resolution was introduced by Councilman Hill, 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 February, 2015.

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

The next item for consideration was a proposal from SP Engineering, Inc., Mobile, AL, in the amount of \$4,350.00 for HVAC modifications of the Planning and Building Department, 4015 14th Street, as recommended by Donovan Scruggs, City Planner.

The proposal is spread on the minutes as follows:



PROPOSAL

SP ENGINEERING, INC.

INDUSTRIAL | COMMERCIAL
HVAC | PLUMBING | ELECTRICAL | FIRE PROTECTION ENGINEERING

Mr. Joe Huffman
City of Pascagoula
1415 14th St.
Pascagoula MS 39567



January 26, 2015
Project #: 14.06.08
Revision #5

Project: HVAC Modifications of the Planning & Building Department, City of Pascagoula
Pascagoula, MS

Mr. Huffman,

SP Engineering, Inc. is pleased to provide City of Pascagoula the following proposal for the HVAC Modifications of the Planning & Building Department, City of Pascagoula also noted as Planning & Bldg. HVAC Upgrades for short. SP Engineering, Inc. would like to thank you for consideration of our mechanical engineering services for this project. The proposal is divided into sections and the last page is a synopsis of our fees and payment schedule. Note that within this document the City of Pascagoula as COP and SP Engineering, Inc. as SPE.

I. STATEMENT OF QUALIFICATIONS

SP Engineering, Inc. is registered to provide engineering services in the state of Mississippi. We are a member of the following organizations: the Gulf Coast Hospital Engineers Association, the National Fire Protection Association, the Society of Professional Engineers, American Society of Heating Refrigeration and Air-conditioning Engineers (ASHRAE) and the American Society of Professional Engineers. SPE has an award winning team; our principal, Scott Peach, was the recipient of the 2010 Mobile Area Council of Engineer's "Young Engineer of the Year" Award and is recognized as one of Mobile's notable "40 under 40". Mr. Peach is President of the Mobile chapter of ASHRAE and President Elect for the Azalea City Kiwanis. SPE is licensed in seven states, including all of the gulf coast states, and is fully insured up to \$1 MM¹ with a \$2 MM umbrella policy. SPE is an equal opportunity employer, maintains current registration with E-Verify, and is a tobacco-free company.

¹ A certificate of insurance with current limits for professional liability, general liability, etc. is available on request.

Initial ____



II. SCOPE OF WORK

SP Engineering, Inc. shall provide City of Pascagoula mechanical engineering services for the HVAC Modifications of the Planning & Building Department, City of Pascagoula. The scope of work for the Project is to provide the engineering specifications for replacing the existing HVAC system. Deliverables will include the following:

1. Site survey of facility, load calculations, and conference call with representatives of COP and COP to confirm design before moving forward with deliverables.
2. Performance specifications of replacement system including limited plans to indicate size and scope of work.
3. One review of contractors' shop drawing submittals; subsequent reviews are additional scope.
4. Two site reviews with reports: first when demolition is complete, equipment is on site, and installation has started. Second, a final inspection to confirm systems is functioning as specified.

III. EXCLUSIONS

Reproductions, bid management, advertisement, permitting fees, construction drawings, construction of any kind, and construction administration are not included.

The scope of work is limited to that included in Section III (Scope of Work) and does not include incidental work by implication, including but not limited to architectural services, electrical engineering, structural engineering, or fire protection engineering as related to the building(s).

IV. SCHEDULE

Services shall be started upon receipt of your purchase order or notice to proceed. Schematics and analysis shall be delivered to City of Pascagoula within 3 weeks of receipt of an original copy of this proposal to serve as a signed agreement or written notice to proceed. COP will be notified in writing of any delays in schedule. Delays due to circumstances beyond control of SPE (including any delay caused by COP) will not count toward the schedule allotted for the Project.

V. FEE SCHEDULE

Fees will be lump sum for \$4,350 based on the estimated time expected to provide engineering services. Invoices will be sent at each deliverable in accordance with the following schedule:

Initial ____



Site survey, load calculations and conference call	\$1,700
Performance specifications	\$1,250
Shop drawing submittal review	\$400*
1" site review with report	\$500
Final inspection with report	<u>\$500</u>
	\$4,350

*Additional shop submittal reviews will be additional scope.

VI. CONTRACT AGREEMENT

City of Pascagoula warrants that all of its operations are compliant with all federal and state laws, rules and regulations pertaining to privacy and/or security of personal data.

If City of Pascagoula accepts the proposal provided, please mail this agreement with each page initialed and original signature² and date below. This will serve as our contractual agreement, entire and final, governed by Mississippi law. The terms of this agreement are not to be disclosed by COP without prior written consent of SPE, except as required by law. On your request a second original document to keep for your records is available.

_____	_____	_____
Joe Huffman (or representative of COP)	City Manager	Date

Thank you for allowing SP Engineering, Inc. the opportunity of working with you. Let us know if you have any questions or need additional information.

Sincerely,

 *January 26, 2015*
Scott Peach, P.E.

² The individual signing this document hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of City of Pascagoula and that this Agreement is binding upon City of Pascagoula in accordance with its terms.

Initial ____



FEE SUMMARY

SP ENGINEERING, INC.

INDUSTRIAL | COMMERCIAL
HVAC | PLUMBING | ELECTRICAL | FIRE PROTECTION ENGINEERING

Client
City of Pascagoula
Donovan Scruggs
1415 14th St.
Pascagoula, MS 39567

Document # 426 Fee Sum
Date 12/17/2014
Proj No (SPE) #14.06.08
Proj No (Cust)
Project City of Pascagoula #14.06.08
Terms Due on receipt

Item	Description	Quantity	Total
Lump Sum	Site survey, load calculation and conference call	1	1,700.00
Lump Sum	Performance specifications	1	1,250.00
Lump Sum	Shop drawing submittal review	1	400.00
Lump Sum	1st site review with report	1	500.00
Lump Sum	Final inspection with report	1	500.00
Lump Sum	Any addition site review with report will be \$500 each	0	0.00

Terms of Payment & Finance Charges

Total \$4,350.00

Terms are as indicated. Finance charges are assessed monthly to accounts delinquent more than 45 days at 18% annual percentage rate from the date of the original invoice. There is a monthly processing fee of \$100 for all delinquent accounts. These terms are not subject to revision.

THIS IS NOT AN INVOICE

Councilman Hill made a motion to approve the proposal from SP Engineering, Inc. for \$4,350.00 for HVAC Modifications of the Planning and Building Department 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 2-3-15)

(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 at this time:

The first item for consideration was an appointment to the Pascagoula School District Board of Trustees. Joe Huffman, City Manager, announced that resumes for this position were received from Sonny Backs and Michael Murphy. The appointment is for a five-year term effective March 7, 2015. Councilman Tadlock thanked both men for their interest in serving on the board.

Councilman Tipton made a motion to reappoint Sonny Backs to a five-year term on the Pascagoula School District Board of Trustees effective Saturday, March 7, 2015. 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 2-3-15)

(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 proposal to complete a partial traffic signal study through a Task Order with STANTEC Consulting, Ltd., as recommended by Jaci Turner, City Engineer. Ms. Turner advised the study would focus on the identified intersections of Market Street and the intersection of Old Mobile Highway with Hospital Road. This focus will be determining the feasibility of roundabouts replacing traffic signals at any or all of these locations. A lengthy discussion followed.

The proposal is spread on the minutes as follows:



January 28, 2015
File: City of Pascagoula

Attention: Jaci Turner
City of Pascagoula
PO Box 908
Pascagoula, MS 39568

Reference: Pascagoula Roundabout/Signal Study

Dear Ms. Turner,

Stantec Consulting Services Inc. is pleased to submit this letter proposal to provide assistance to the City of Pascagoula to establish the Roundabout/Signal Study. We propose to perform the scope of work outlined in the attachment on a time and expenses basis. The cost estimate is calculated using the fee schedule included in the General Services contract dated February 12, 2013.

Please find attached:
Attachment A – Scope of Services
Attachment B – Cost Estimate

We appreciate the opportunity to submit this letter proposal to provide our services to the City of Pascagoula. We will commit available resources needed for the successful completion of this project. Should you have any questions regarding the above information, please feel free to call us.

Thanks again for considering Stantec in this endeavor.

Regards,

Stantec Consulting Ltd.

A handwritten signature in blue ink, appearing to read "John McKee".

John McKee, PE, PS
Senior Principal
Phone: 601-354-0696
Fax: 601-354-0433
john.mckee@stantec.com

cc. John Rainwater

Design with community in mind

Scope of Work for the City of Pascagoula's Intersection Study

Consultant shall perform iterative analysis of 8 intersections along Market Street and the intersection of Old Mobile Ave at Hospital Road. At each site the analysis will include evaluation of current signal control to establish a baseline, checking of warrants for signal retention and overall feasibility of a roundabout. The components of the roundabout evaluation shall include quality of traffic operations, roadway geometry requirements and estimates of right of way needed.

The intersections that shall be involved in this study are:

Site No.	East-West Street	North-South Street
1	Old Mobile Ave	Hospital St
2	Live Oak Ave	Market St
3	Jackson Ave	Market St
4	Convent Ave	Market St
5	Tucker Ave	Market St
6	Skip Ave	Market St
7	Polk Ave	Market St
8	Ingalls Ave	Market St

Consultant shall compile a written report of findings for each intersection. A draft version of the report will be submitted to the City of Pascagoula for review. The final version of the report will address any issues or comments from the City and will be delivered one month following Consultants receipt of all City comments relating to the draft report version.

The City of Pascagoula shall provide Consultant with traffic data and plan resources that are sufficient to perform the study. The traffic data should include vehicle turning movement and pedestrian movement counts for each intersection to be evaluated in the study. Traffic data must be less than three years old and include vehicle turning movements and pedestrian movement counts during at least two peak one hour periods of any average weekday. The plan resources should include any available as-built roadway plans, right of way plans and utility locations for each study intersection.

COST PROPOSAL - ENGINEERING SERVICES
 PASCAGOULA ROUNDABOUT/SIGNAL STUDY
 City of Pascagoula, Jackson County, Mississippi

1/27/2015



1) DIRECT LABOR:		Estimate of Hours Required					
Task #	Task Description	Principal	Supervisor	Engineer	E.I.	Admin	Totals
1	Resource Processing - Traffic & Safety		8	16	24		48
	Resource Processing - Geometry		8	16	24		48
2	Intersections Site Review			8			8
Iterative Sequence							
3	Vissim/SIDRA Analysis		8	24	24	8	64
	HCS Analysis		8	16	12		36
4	Geometric Analysis/ROW	8	8	16	8		40
5	ROW Estimate Analysis		8	16	32	8	64
5	Report (Draft and Final)	8	24	4	32	8	76
Total Hours		16	72	116	156	24	384
Rate per Hour		\$250.00	\$200.00	\$140.00	\$79.00	\$50.00	-
Subtotal Per Classification		\$4,000.00	\$14,400.00	\$16,240.00	\$12,324.00	\$1,200.00	-
						Labor Subtotal:	\$48,164
2) DIRECT COSTS:			Personnel	Quantity	Unit	Unit Cost	Amount
				400	Mile	\$0.575	\$230.00
			0	1	Calendar Day	\$0.00	\$0.00
			0	2	Calendar Day	\$41.00	\$82.00
				1	Actual Cost	\$0.00	\$0.00
						Subtotal:	\$312
3)		Not to Exceed Total Cost:					\$48,476

After discussion, Councilman Tadlock made a motion to approve the proposal to complete a partial traffic signal study through a Task Order with STANTEC Consulting, Ltd., as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 2-3-15)

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

Next for consideration was the Order for the Docket of Claims as follows:

ORDER

WHEREAS, the attached docket of claims for the period January 16, 2015, through January 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 February, 2015.

Eddie Williams, City Attorney, advised there will not be an executive session tonight. He distributed binder information on the Energy Recovery Facility (ERF) to members of the Council and requested they review it before the next meeting.

After general comments, Councilman Pickett made a motion to recess until Tuesday, February 17, 2015, at 6:00 p.m. to transact such business as may lawfully come before the Council. 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".

The meeting ended at 6:45 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda Reed, Asst. City Clerk