

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MARCH 15, 2016, AT 6:00 P.M.  
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, March 15, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

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

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

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

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

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

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

The Proclamation is spread on the minutes as follows:

## PROCLAMATION

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

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

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

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

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

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

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

### **AMERICAN RED CROSS MONTH**

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

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Harry J. Blevins  
Mayor

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

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

**II CURRENT STATUS OF THE TIF DISTRICT:**

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

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

**C. HARDEES RESTAURANT:**

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

**D. MISSISSIPPI LAUNDRY SERVICE:**

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

**III. CONCLUSION:**

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

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

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

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

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

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

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

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

Additional information is spread on the minutes as follows:



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

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

To: Joe Huffman, City Manager

From: Donovan Scruggs, AICP

Date: March 8, 2016

**RE: 2306 Catalpa Avenue**

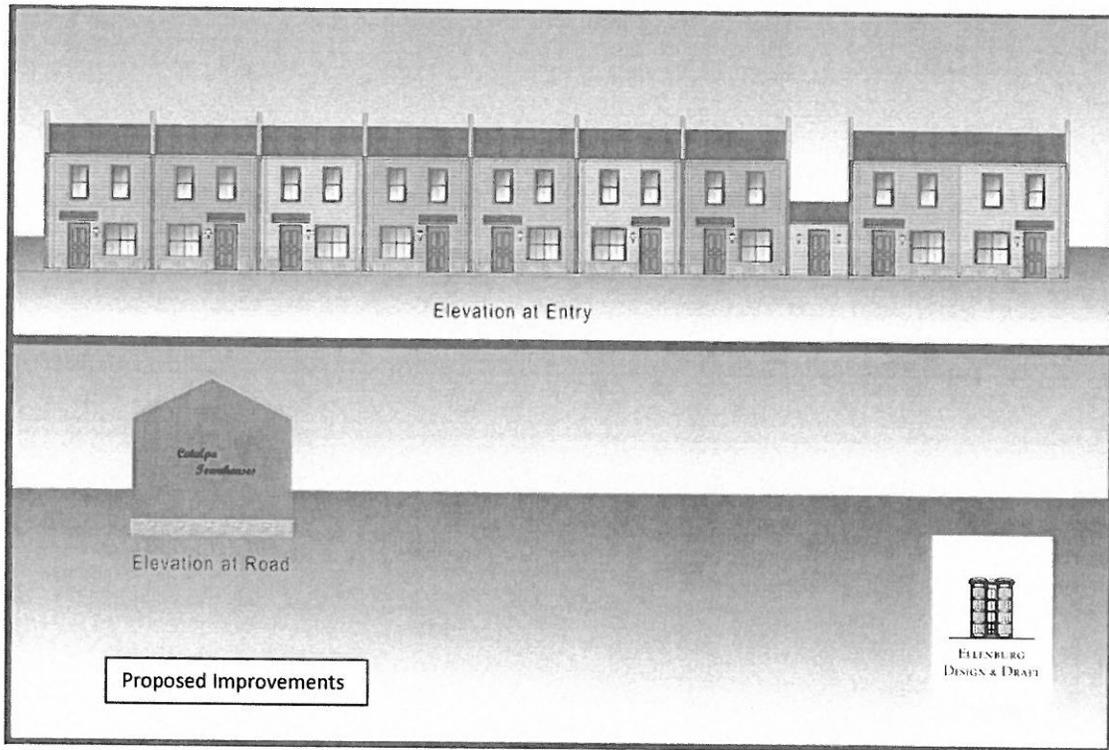
At the September 1, 2015, meeting of the City Council, a Resolution was adopted to clean the above referenced address. The site contains a multifamily complex that has been vacant since April 2014. A new owner had purchased the apartments in 2015. After the resolution was adopted, discussions continued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

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

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

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

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



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

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

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

The minutes are listed below:

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

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

**The following official(s) were present:**

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

**Other official(s) not present:**

Stephen Parker (Vice Chairman)

**Other officials present:**

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

**A. PUBLIC HEARING**

**1. F.M. & Darlene Robertson**

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

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

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

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

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

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

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

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

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

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

MARCH 1, 2016

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

DONOVAN SCRUGGS, CITY PLANNER  
ANGELIA KIMBROUGH, PERMIT TECH

FROM: PLANNING & BUILDING DEPARTMENT

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

**AGENDA**

A. PUBLIC HEARINGS:

**F.M. & Darlene Robertson**

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



F.M. Robertson  
Special Use / Variance Application

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

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

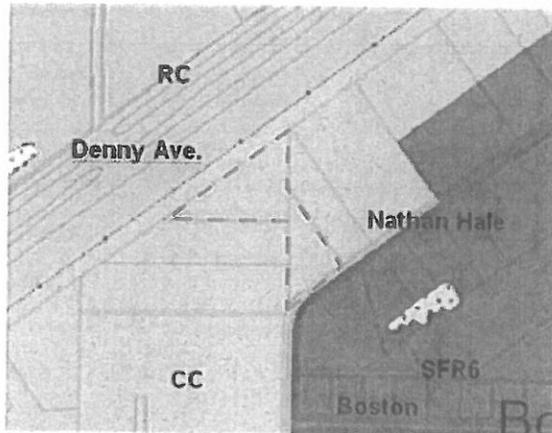
**Applicable Zoning Ordinance Section(s):** Section 4.3.E.2.a Heavy Equipment Sales, Rental, or Storage

**Facts and Findings:**

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

**Considerations:**

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



F.M. Robertson  
Special Use / Variance Application

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

**Public/Community Need:**

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

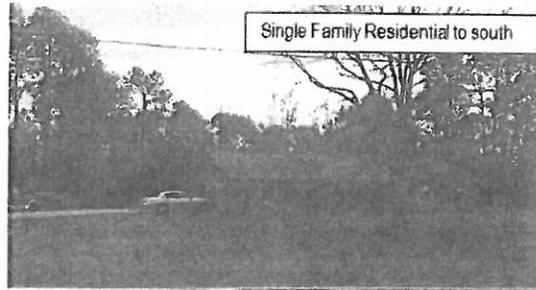
**Review Standards:**

**The Variance shall demonstrate:**

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

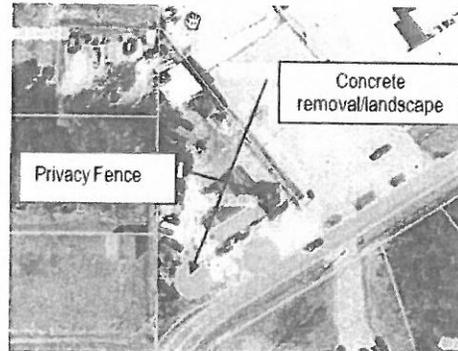
**The Special Use Permit shall demonstrate:**

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



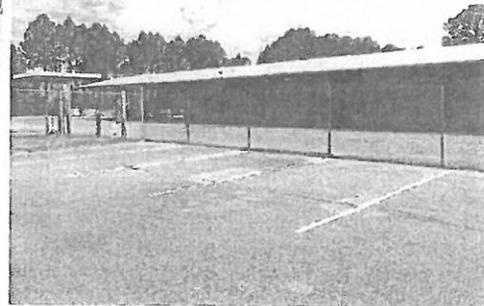
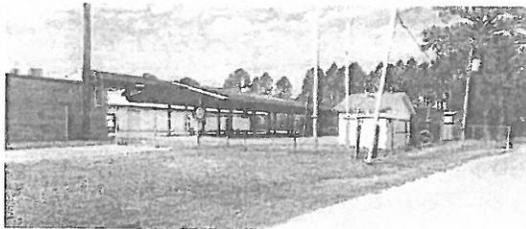
F.M. Robertson  
Special Use / Variance Application

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



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

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



**Staff Recommendation:**

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

HEARING NOTICE

PASCAGOULA PLANNING BOARD

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

F.M. & Darlene Robertson

At: 3111 Nathan Hale Ave.

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

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

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

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

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

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

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

This the 17th day of February, 2016

*Brenda J. Reed*

Brenda J. Reed, Asst. City Clerk

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



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

1. WHAT SPECIAL CONDITIONS OF THE LAND, STRUCTURE, AND BUILDING THAT CAUSED YOU TO REQUEST A VARIANCE, SPECIAL USE, OR ZONING CHANGE? Setback from reside
  
2. ARE THE SPECIAL CONDITIONS DESCRIBED A RESULT OF YOUR OWN ACTIONS? Yes, needing to store heavy equipment on property
  
3. HOW WILL THE LITERAL INTERPRETATION AND ENFORCEMENT OF THE ORDINANCE CAUSE YOU UNNECESSARY HARDSHIP I operated a Nursery for many years on this property using heavy equipment: Dump trucks, back hoes and front loaders, bobcats, forty yard dump containers delivering materials now I have a buyer for the property that basically wants to do the same use of equipment.

SIGNATURE OF APPLICANT AND PROPERTY OWNER (IF DIFFERENT)

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

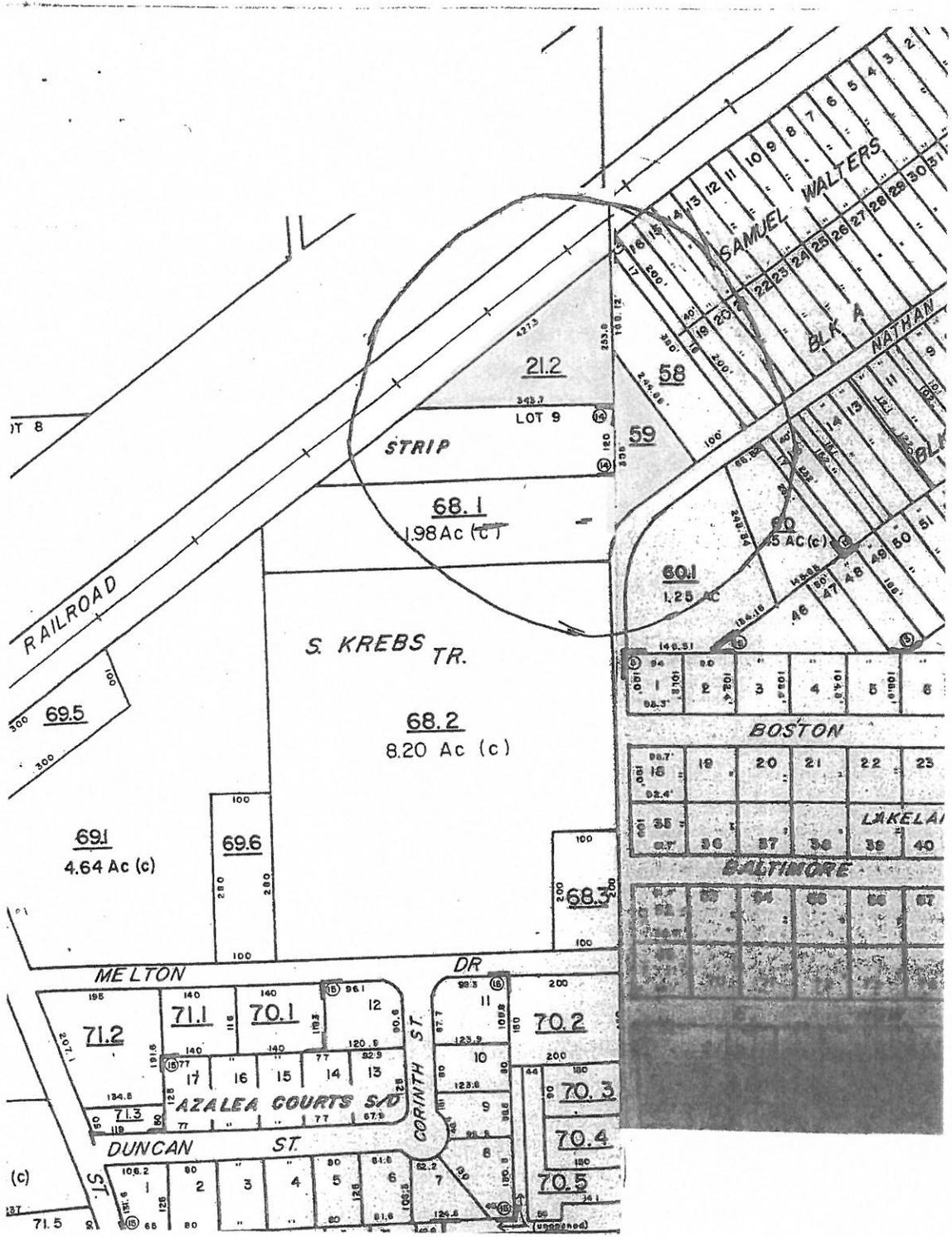
SIGNATURE OF PROPERTY OWNER [Signature] DATE 2-12-16

.....  
**STAFF ONLY**

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

DATE RECEIVED \_\_\_\_\_ TAKEN BY: \_\_\_\_\_

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





40401330.050  
40206040.000  
Subject Property

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

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

| <u>NAME</u>   | <u>ADDRESS</u>   |
|---|--|
| 1. <u>Bellsouth: Mike Rhymes</u>                      | <u>1025 Lenox Park Blvd.<br/>Atlanta, Ga 30319</u>       |
| 2. <u>David &amp; Paulette Lee</u>                    | <u>3102 Nathan Hale Ave., Pascagoula, MS 39581</u>       |
| 3. <u>Pepe Gazandlyn Dawn + Miriam Celeste Borden</u> | <u>307 West Adams St., Daphne, AL 36526</u>              |
| 4. <u>Fagan &amp; Joedna Randolph</u>                 | <u>9108 W. Simons Ocean Springs, MS 39564</u>            |
| 5. <u>World Outreach Church</u>                       | <u>P.O. Box 2311 Pascagoula, MS 39569</u>                |
| 6. <u>Bonaparte Square Properties</u>                 | <u>103 Sleepy Hollow P. O. Box, Pascagoula, MS 39566</u> |
| 7. _____  | _____  |
| 8. _____  | _____  |
| 9. _____  | _____  |
| 10. _____   | _____  |
| 11. _____   | _____  |
| 12. _____   | _____  |
| 13. _____   | _____  |
| 14. _____   | _____  |
| 15. _____   | _____  |
| 16. _____   | _____  |
| 17. _____   | _____  |
| 18. _____   | _____  |
| 19. _____   | _____  |
| 20. _____   | _____  |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Ordinance is spread on the minutes as follows:

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

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

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

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

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

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

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

Passed this the 15<sup>th</sup> day of March, 2016.

APPROVED:

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

ATTEST:

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

( S E A L )

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

The proposed letter is spread on the minutes as follows:

HARRY J. BLEVINS  
MAYOR

JOSEPH R. HUFFMAN  
CITY MANAGER

EDDIE C. WILLIAMS  
CITY ATTORNEY



CITY COUNCIL

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

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

March 16, 2016

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

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

Dear Mr. Harris:

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

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

Your prompt attention to this matter will be appreciated.

Sincerely,

Harry J. Blevins  
Mayor

/khs  
cc: Joe Huffman  
Eddie Williams  
Darcie Crew

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

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

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

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

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

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

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The next item for consideration was the Blue Cross and Blue Shield – Healthy Hometown Award – revised final closeout reports as recommended by Jen Dearman, Community and Economic Development Director.

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

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

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

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

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

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

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The next item for consideration was the 2016 Stormwater Consulting Program proposal for Phase II from Allen Engineering and Science, Hattiesburg, MS, as recommended by Jaci Turner, City Engineer.

The proposal is spread on the minutes as follows:



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

**Phone** 601.583.2182  
**Fax** 601.583.2828

February 3, 2016

Mr. Dudley Broussard  
City of Pascagoula  
4011 14<sup>th</sup> Street  
Pascagoula, Mississippi 39567

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

Dear Mr. Broussard:

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

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

#### **SCOPE OF WORK**

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

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

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

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



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

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

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

#### **PROJECT SCHEDULE**

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

#### **COST ESTIMATE**

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

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

A breakdown of the proposed costs is as follows:

- 2016 Program Implementation: \$16,500

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

Very truly yours,

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

**Authorization**

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

Authorized by: \_\_\_\_\_

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

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

Attest (if necessary): I \_\_\_\_\_

Date: \_\_\_\_\_ 2016

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

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

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

Additional information is spread on the minutes as follows:

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



www.teklinks.com

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

Date: 02/09/16

Quote #: AAAQ83421

Sales Rep: DMcCarty

Quote To:  
 City of Pascagoula  
 Stephen Newell  
 603 Watts Avenue

Pascagoula MS 39567  
 Phone: (228) 762-1300

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

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

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

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

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

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

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

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

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

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

Customer Signature \_\_\_\_\_

**TEKLINKS, INC.**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title of Representative \_\_\_\_\_

Title of Representative \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

AGR-00003



**CUSTOMER NOTICE AND ACKNOWLEDGMENT OF 911 AND E911 SERVICE LIMITATIONS**

Dear Customer:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BY SIGNING BELOW YOU ACKNOWLEDGE AND AGREE THAT:**

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

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

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

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

Customer Name (please print) \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Account Name \_\_\_\_\_

Primary Phone Number \_\_\_\_\_

# Master Service Level Agreement

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

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

## 1. Defined Terms

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

## 2. Service Commitment

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

## 3. Service Delivery

### A. General

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

### B. Installation

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

### C. Service Upgrades & Modifications

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

## 4. Service Support

### A. Authorized Contacts

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

### B. Support/Helpdesk

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

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

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

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

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

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

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

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

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

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

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

### **C. Configuration Changes**

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

### **D. Maintenance**

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

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

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

## **E. Support Limitations**

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

## **5. Equipment**

### **A. General**

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

### **B. Equipment Requirements**

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

### **C. Equipment Configuration**

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

## **D. Equipment Failure/Hardware Replacement**

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

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

## **6. Service Level Agreements**

### **A. General**

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

### **B. SLA Credit Request Process and Limitations**

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

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

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

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

### **C. Global SLA Exclusions**

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

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

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

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

### **D. SLA Classifications and SLA Goals**

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

### Service Availability SLAs

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

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

### Service Performance

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

### Other SLAs

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

#### *Initial Incident Response*

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

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

*Incident Resolution / Service Repair Objective*

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

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

*Equipment Replacement*

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

*Monitoring*

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

*Provisioning*

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

## 7. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Vendor:** A third party manufacturer, supplier or vendor.

**(End of Master Service Level Agreement)**

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

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

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

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

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

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The next item for consideration was the Urban Youth Corps Program FY2016 Application and Order Establishing Willingness to Participate Transportation Enhancement – Urban Youth Corps Program as recommended by Jen Dearman, Community and Economic Development Director.

The Order is spread on the minutes as follows:

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

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

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

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

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

**NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:**

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

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

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

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

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

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

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

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

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

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**The following new business items were considered:**

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

Councilman Pickett made a motion to reappoint Carol Lewis-Jones to a five-year term on the Pascagoula Library Board of Trustees effective April 5, 2016. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 3-15-16)

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

The Order is spread on the minutes as follows:

## **ORDER TERMINATING STATE OF EMERGENCY**

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

**WHEREAS**, on the 10<sup>th</sup> day of March, 2016, the City Council ratified the Mayor's proclamation through the date of March 15, 2016; and

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

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

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

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

The Order is spread on the minutes as follows:

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

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

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

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

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

**NOW, THEREFORE, BE IT ORDERED AS FOLLOWS:**

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

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

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

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

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

The Ordinance is spread on the minutes as follows:

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

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

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

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

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

(1) *Within the city limits.*

| Meter size<br>(inch) | Rate     |
|----------------------|----------|
| 5/8"                 | \$7.45   |
| ¾                    | \$14.88  |
| 1                    | \$22.33  |
| 1½                   | \$37.21  |
| 2                    | \$59.51  |
| 3                    | \$118.97 |
| 4                    | \$223.02 |
| 6                    | \$356.80 |
| 8                    | \$624.32 |

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

(2) *Without the city limits.*

| Meter size | Rate |
|------------|------|
|------------|------|

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

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

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

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

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

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

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

Passed this the 15<sup>th</sup> day of March, 2016.

APPROVED:

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

ATTEST:

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

( S E A L )

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

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

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

The Resolution is spread on the minutes as follows:

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

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

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

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

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

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

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

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

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The next item for consideration was a Resolution making a determination that a certain product is a single-source item as recommended by Jaci Turner, City Engineer.

The Resolution is spread on the minutes as follows:

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

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

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

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

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

Additional information is spread on the minutes as follows:



April 21, 2015

Ms. Jaci Turner  
City Engineer  
City of Pascagoula  
4015 14<sup>th</sup> Street  
Pascagoula, MS 39567

Dear Ms. Turner:

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

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

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

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

Sincerely,

URETEK Holdings, Inc.

Robert D. Emfinger



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

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

Controlling Concrete Lifting & Soil Stabilization

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

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

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

The budget amendment is spread on the minutes as follows:

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

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

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

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

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

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

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The next item for consideration was a request to advertise for Request for Proposals for the 2016 CDBG Administrative Services as recommended by Jen Dearman, Community and Economic Development Director.

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

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

The Resolution is spread on the minutes as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDER**

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

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

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

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

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

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

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

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

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

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

The meeting ended at 8:09 p.m.

APPROVED:

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Harry J. Blevins, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk