

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
THURSDAY, SEPTEMBER 15, 2016, AT 11:00 A. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the City Hall in a recessed regular meeting on Thursday, September 15, 2016, at 11:00 a.m. Mayor Blevins called the meeting to order with the following officials present:

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

City Manager Joe Huffman
City Attorney Eddie Williams
City Clerk/Comptroller Robert J. Parker
Asst. City Clerk Karen Kennedy

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

Mayor Blevins requested that Items #5, #6 and #7 be addressed first.

The first item of business was an Order to adopt part of the Jackson County Ad Valorem Tax Assessment Rolls as the assessment rolls for the City and Pascagoula School District for the year 2016.

The Order is spread on the minutes as follows:

**ORDER ADOPTING PART OF JACKSON COUNTY, MISSISSIPPI, AD
VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT
ROLLS FOR THE CITY OF PASCAGOULA AND THE PASCAGOULA
SCHOOL DISTRICT FOR THE YEAR 2014**

WHEREAS, the 2014 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

WHEREAS, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2014 Jackson County assessment roll containing the property located within the City of Pascagoula and the property located within the added territory of the Pascagoula School District; and

WHEREAS, the total assessed value of the real property within the City of Pascagoula is \$151,136,167; and

WHEREAS, the total assessed value of all personal property within the City of Pascagoula is \$72,410,937; and

WHEREAS, the total assessed value of all property, both real and personal, within the City of Pascagoula is \$223,547,104; and

WHEREAS, the total assessed value of the real property located in the added territory of the Pascagoula School District \$96,184,679; and

WHEREAS, the total assessed value of the personal property located within the added territory of the Pascagoula School District is \$598,492,973; and

WHEREAS, the total assessed value of all property, both real and personal, located within the added territory of the Pascagoula School District is \$694,677,652; and

WHEREAS, the grand total assessed value of all property, both real and personal, in the entire Pascagoula School District, including the City of Pascagoula and the added territory, is \$918,224,756:

NOW, THEREFORE, IT IS ORDERED that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Pascagoula and the Pascagoula School District for the year 2014.

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

The next item for consideration was a Resolution fixing the levy of the ad valorem taxes upon the taxable property in the City and in the Pascagoula-Gautier School District for the year 2016 as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION FIXING THE LEVY OF AD VALOREM TAXES UPON
THE TAXABLE PROPERTY IN THE CITY OF PASCAGOULA AND IN THE
PASCAGOULA-GAUTIER SCHOOL DISTRICT FOR THE YEAR 2016-2017
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PASCAGOULA, MISSISSIPPI, AS FOLLOWS:**

That the following ad valorem tax rates, expressed in mills or a fraction of a mill, be, and the same are hereby levied and ordered to be collected upon each dollar of assessed value upon all taxable property within the City of Pascagoula and upon all taxable property within the Pascagoula-Gautier School District for the year 2016-2017.

For general revenue purposes and for general improvements as provided in Section 27-39-307, Mississippi Code of 1972, Annotated, on all taxable property within the corporate limits of the City of Pascagoula,

32.17 mills on the dollar;

For a disability and relief fund for firemen and policemen, on all taxable property within the corporate limits of the City of Pascagoula as provided in Section 21-29-117, Mississippi Code of 1972, Annotated,

3.00 mills on the dollar;

For maintenance and operation of a public library, on all taxable property within the corporate limits of the City of Pascagoula as is provided in Section 39-3-7, Mississippi Code of 1972, Annotated, together with any other pertinent statutes,

1.14 mills on the dollar;

For payment of principal and interest upon all bonds of the City of Pascagoula as provided in Section 21-33-87, Mississippi Code of 1972, Annotated, upon all taxable property within the corporate limits of the City of Pascagoula,

4.74 mills on the dollar;

For maintenance and operation of a garbage and rubbish collection and disposal system on all taxable property within the corporate limits of the City of Pascagoula as provided in Section 21-19-2, Mississippi Code of 1972, Annotated,

1.00 mills on the dollar;

For the purpose of supplementing teachers' salaries, extending school terms, buying furniture, supplies and materials, and for other lawful operating and incidental expenses of the Pascagoula-Gautier School District as provided in Section 37-57-105, Mississippi Code of 1972, on all taxable property within the Pascagoula-Gautier School District,
45.88 mills on the dollar;

That the Tax Collector for the County is authorized to collect all taxes hereby levied upon the property located within the City and the added territory of the School District.

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

The next item for business was a Resolution to adopt and approve the budget for 2016-2017.

The Resolution is spread on the minutes as follows:

**RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE
CITY OF PASCAGOULA FOR THE 2016-2017 FISCAL YEAR**

WHEREAS, the City Council of the City of Pascagoula, Mississippi, has prepared a complete budget of the municipal revenues and expenses estimated for the fiscal year 2016-2017 and has caused a statement to be prepared showing the aggregate revenues collected during the current fiscal year in the municipality and the statement showing certain other matters as required by Sections 21-35-3, et seq., of the Mississippi code of 1972, Annotated; and

WHEREAS, the City Council has studied and considered the budget, a copy of which is annexed hereto as Exhibit A, and finds that the budget is prepared and adequate according to law for the fiscal year aforesaid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.



**CITY OF PASCAGOULA
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017**

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

TABLE OF CONTENTS

GENERAL FUNDS	3 - 5
COMMUNITY DEVELOPMENT FUND	6
BOND & INTEREST FUND	6
PUBLIC UTILITY FUND	7
SOLID WASTE FUND	8
FIRE and POLICE DISABILITY & RELIEF FUND	9
ALL FUNDS	10

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS

FUNDS AVAILABLE FROM BEG. FUND BALANCE **\$ 3,749,951**

REVENUE

<i>TAXES</i>	9,217,852
<i>LICENSES AND PERMITS</i>	1,904,124
<i>GRANTS</i>	313,725
<i>INTERGOVERNMENTAL REVENUES</i>	9,661,047
<i>CHARGES FOR SERVICES</i>	2,163,090
<i>FINES AND FORFEITS</i>	1,134,400
<i>INTEREST</i>	69,200
<i>RENTS</i>	105,250
<i>MISCELLANEOUS</i>	348,100
<i>TRANSFERS IN</i>	1,224,097
<i>OTHER FINANCING SOURCES</i>	<u>8,302,700</u>
TOTAL REVENUES	<u>34,443,585</u>

TOTAL FUNDS AVAILABLE **38,193,536**

EXPENDITURES

GENERAL GOVERNMENT

<i>PERSONAL SERVICES</i>	1,702,213
<i>SUPPLIES</i>	113,125
<i>OTHER SERVICES AND CHARGES</i>	851,046
<i>CAPITAL OUTLAY</i>	<u>379,272</u>
	<u>3,045,656</u>

GENERAL ADMINISTRATION

<i>PERSONAL SERVICES</i>	-
<i>SUPPLIES</i>	7,300
<i>OTHER SERVICES AND CHARGES</i>	1,795,168
<i>TRANSFERS OUT</i>	0
<i>CAPITAL OUTLAY</i>	<u>153,000</u>
	<u>1,955,468</u>

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS (cont'd)

PUBLIC SAFETY

POLICE:

<i>PERSONAL SERVICES</i>	7,305,841
<i>SUPPLIES</i>	333,300
<i>OTHER SERVICES AND CHARGES</i>	471,945
<i>CAPITAL OUTLAY</i>	985,080
<i>DEBT SERVICE</i>	8,200
	9,104,366

FIRE:

<i>PERSONAL SERVICES</i>	4,450,095
<i>SUPPLIES</i>	173,450
<i>OTHER SERVICES AND CHARGES</i>	77,525
<i>CAPITAL OUTLAY</i>	-
<i>DEBT SERVICE</i>	112,000
	4,813,070

TOTAL PUBLIC SAFETY

13,917,436

PLANNING, BUILDING AND CODE ENFORCEMENT:

<i>PERSONAL SERVICES</i>	573,615
<i>SUPPLIES</i>	53,600
<i>OTHER SERVICES AND CHARGES</i>	293,590
<i>CAPITAL OUTLAY</i>	32,500
	953,305

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

GENERAL FUNDS (cont'd)

PUBLIC WORKS

<i>PERSONAL SERVICES</i>	-
<i>SUPPLIES</i>	347,950
<i>OTHER SERVICES AND CHARGES</i>	2,570,849
<i>CAPITAL OUTLAY</i>	6,110,579
	9,029,378

HEALTH AND WELFARE

<i>PERSONAL SERVICES</i>	209,191
<i>SUPPLIES</i>	15,550
<i>OTHER SERVICES AND CHARGES</i>	46,350
<i>CAPITAL OUTLAY</i>	11,000
	282,091

CULTURE and RECREATION

<i>PERSONAL SERVICES</i>	1,379,668
<i>SUPPLIES</i>	266,200
<i>OTHER SERVICES AND CHARGES</i>	1,368,550
<i>CAPITAL OUTLAY</i>	324,300
	3,338,718

ECONOMIC & COMMUNITY DEVELOPMENT

<i>PERSONAL SERVICES</i>	458,461
<i>SUPPLIES</i>	26,000
<i>OTHER SERVICES AND CHARGES</i>	252,175
<i>CAPITAL OUTLAY</i>	3,000
	739,636

TOTAL EXPENDITURES

33,261,688

ENDING FUND BALANCE

\$ 4,931,848

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

COMMUNITY DEVELOPMENT FUND

REVENUE

<i>GRANTS</i>	\$ 4,942,830
<i>TRANSFERS IN</i>	<u>-</u>
TOTAL REVENUES	<u>4,942,830</u>

EXPENDITURES

<i>OTHER SERVICES AND CHARGES</i>	<u>5,235,720</u>
TOTAL EXPENDITURES	<u>5,235,720</u>
ENDING FUND BALANCE	<u>\$ (292,889)</u>

BOND & INTEREST FUND

<i>FUNDS AVAILABLE FROM BEG. FUND BALANCE</i>	<u>\$ 1,445,769</u>
---	---------------------

REVENUE

<i>TAXES</i>	1,177,563
<i>INTERGOVERNMENTAL REVENUES</i>	40,000
TOTAL REVENUE	<u>1,217,563</u>
TOTAL FUNDS AVAILABLE	<u>2,663,332</u>

EXPENDITURES

<i>DEBT SERVICE</i>	<u>1,198,620</u>
TOTAL EXPENDITURES	<u>1,198,620</u>
ENDING FUND BALANCE	<u>\$ 1,464,712</u>

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

PUBLIC UTILITY FUND

FUNDS AVAILABLE FROM BEG. FUND BALANCE **\$ 8,128,725**

REVENUE

<i>INTEREST</i>	31,900
<i>MISCELLANEOUS</i>	12,000
<i>INTERGOVERNMENTAL REVENUES</i>	83,300
<i>CHARGES FOR SERVICES</i>	15,952,200
<i>OTHER FINANCING SOURCES</i>	5,877,000

TOTAL REVENUES **21,956,400**

TOTAL FUNDS AVAILABLE **30,085,125**

EXPENDITURES

<i>PERSONAL SERVICES</i>	1,118,349
<i>SUPPLIES</i>	887,950
<i>OTHER SERVICES AND CHARGES</i>	10,572,325
<i>DEBT SERVICE</i>	1,302,713
<i>CAPITAL OUTLAY</i>	6,005,500
<i>TRANSFERS OUT</i>	974,097

TOTAL EXPENDITURES **20,860,934**

ENDING FUND BALANCE **\$ 9,224,191**

CITY OF PASCAGOULA, MISSISSIPPI
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
 FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
 Budget -
 Fiscal Year
 2017*

SOLID WASTE FUND

FUNDS AVAILABLE FROM BEG. FUND BALANCE	<u>\$ 929,550</u>
<u>REVENUE</u>	
<i>INTEREST</i>	2,800
<i>TAXES</i>	251,882
<i>INTERGOVERNMENTAL REVENUES</i>	9,570
<i>CHARGES FOR SERVICES</i>	1,255,100
	<hr/>
TOTAL REVENUES	<u>1,519,352</u>
TOTAL FUNDS AVAILABLE	<u>2,448,902</u>
<u>EXPENDITURES</u>	
<i>PERSONAL SERVICES</i>	-
<i>OTHER SERVICES AND CHARGES</i>	1,369,734
	<hr/>
TOTAL EXPENDITURES	<u>1,369,734</u>
ENDING FUND BALANCE	<u><u>\$ 1,079,168</u></u>

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
Budget -
Fiscal Year
2017*

FIRE and POLICE DISABILITY & RELIEF FUND

REVENUE

TAXES

\$ 755,644

INTERGOVERNMENTAL REVENUES

25,341

TOTAL REVENUES

780,985

EXPENDITURES

OTHER SERVICES & CHARGES

723,462

TOTAL EXPENDITURES

723,462

ENDING FUND BALANCE

\$ 57,523

CITY OF PASCAGOULA, MISSISSIPPI
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
FISCAL YEAR ENDING SEPTEMBER 30, 2017

*Proposed
Budget -
Fiscal Year
2017*

All Funds

TOTAL BUDGET SURPLUS (DEFICIT)	<u>\$ 2,210,557</u>
TOTAL BUDGET SURPLUS (DEFICIT) PLUS BEGINNING FUND BAL	<u>\$ 16,464,552</u>

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

Councilwoman Simkins requested removal of Item #3 from the consent agenda. Mayor Blevins requested removal of Items #1 and #2 from the consent agenda. These items will be addressed separately.

The consent agenda was considered at this time.

The first item for consideration was a Contract for Hire for GIS and other Engineering/CAD Support, as recommended by Jaci Turner, City Engineer.



INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the "Agreement") is made and entered into as of 7/8/16 (the "Effective Date") between The City of Pascagoula (the "City"), and JAMES R. HAYES, (the "Contractor") (collectively, the "Parties").

The City requests the Contractor to perform services for it and may request the Contractor to perform other services in the future.

The Parties therefore agree as follow:

1.0 Term and Termination.

- 1.1 This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the contractor has completed the Services (the "Term"), unless earlier terminated under this Section 1.
- 1.2 Either Part may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.
- 1.3 Either party may terminate this agreement without cause on thirty-days written notice.

2.0 Contractor Services.

- 2.1 During the Term, the City hereby engages the Contractor to provide the following services as assigned (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable): Drafting, Data Entry, Field Data Collections, Software Development and Implementation and other related duties.
- 2.2 The Contractor shall provide the necessary equipment to perform the Services.
- 2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the "Work Product").
- 2.4 The Contractor shall notify the City of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than 30 days prior to such change(s). If the Contractor becomes aware of such change(s) within the 30 day period, the Contractor shall promptly notify the City of such change(s) within a reasonable amount of time.
- 2.5 The work performed by the Contractor shall be performed at the following rate: \$40.00/hour. The Contractor shall issue invoices to the City's Accounts Payable Department within 10 days of completing the Services, unless otherwise instructed by the City, and provide documentation as instructed by the City's Engineering Department and Accounts Payable Department. The City shall remit payment to the Contractor within 45 days of receiving the invoice from the Contractor.

2.6 The City shall not be responsible for Federal, State and local taxes derived from the Contractor's income, or for the withholding and payment of any Federal, State and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor. All payments to the Contractor shall be reported on a Form 1099-MISC, Miscellaneous Income at the close of the calendar year.

3.0 Independent Contractor Status.

3.1 The Parties intend that the Contractor be engaged as an independent contractor of the City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the Parties.

3.2 The Contractor shall not act as agent for, or on behalf of, the City, or represent the City or bind the City in any manner.

3.3 The Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the City.

4.0 Ownership. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire or as otherwise necessary to ensure the City's complete ownership of all rights, title and interest in the Work Product, the Contractor shall transfer and assign to the City all right, title and interest throughout the world in and to any and all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter or otherwise use the Work Product in any way the City sees fit.

5.0 Representations. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0 Indemnification. The Contractor shall indemnify and hold harmless the City, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under the Agreement.

7.0 Confidential Information.

7.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

7.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.3 Contractor understands that the City is a public entity subject to disclosure laws at the local, State and Federal level. City will consult with Contractor before releasing any data that the Contractor may deem confidential.

8.0 Miscellaneous Provisions.

- 8.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- 8.2 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.
- 8.3 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified, if possible, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 8.4 This Agreement shall not be assigned by either Party, in whole or in part, without the express written consent of the other Party.
- 8.5 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver of such right, power or privilege in the future.
- 8.6 This Agreement is to be governed by and construed in accordance with the laws of the State of Mississippi without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable Federal or State courts having jurisdiction in the State of Mississippi. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF MISSISSIPPI, COUNTY OF JACKSON.
- 8.7 The Point of Contact for the Contractor will be the City Engineer, Jaci Turner, who may be reached at (228) 938-6726.

The Parties are signing this Agreement on the date stated in the introductory clause.

City of Pascagoula

Contractor

Date: 9-22-16

Date: 9/8/16

Name: [Signature]

Name: Samuel R. Harris

Witness: Karen Strickland

Witness: [Signature]

Councilwoman Simkins made a motion to ratify the agreement to provide for a contract hire situation to support GIS, CAD and blighted property data acquisition. Funds will be used from those allocated in the budget for temporary help and for GIS program development. If the blighted property grant opportunity is implemented, administrative funds from the grant will be used as well. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins “AYE”, Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-15-16).

The next item for consideration was the Recreational Trails Program Documents and Agreement, as recommended by Jen Dearman, Community and Economic Development Director.

After a lengthy discussion, Councilwoman Simkins made a motion to not accept the grant award for the Recreational Trails Program and send a letter of explanation for the rejection. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”, Councilmen Hill “AYE”, Jackson “NAY”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-15-16).

The next item for consideration was a Resolution calling for Referendum on the Prepared Food Tax to be held on November 1, 2016, as recommended by Eddie Williams, City Attorney.

**RESOLUTION CALLING AND PROVIDING FOR THE HOLDING
OF A REFERENDUM WITHIN THE CITY OF PASCAGOULA,
MISSISSIPPI, AT WHICH THERE SHALL BE SUBMITTED TO
THE QUALIFIED ELECTORS OF THE CITY A PROPOSAL TO
LEVY A TAX UPON THE GROSS PROCEEDS DERIVED FROM
THE SALE OF PREPARED FOODS BY RESTAURANTS IN THE
CITY FOR THE PURPOSE OF RAISING MONEY TO
IMPLEMENT A COMPREHENSIVE PARKS AND RECREATION
MASTER PLAN ADOPTED BY THE CITY**

WHEREAS, Senate Bill 2921, passed in the 2013 Regular Session of the Mississippi Legislature, authorized the City Council of the City of Pascagoula,

Mississippi (City) to levy a tax not to exceed two percent (2%) upon the gross proceeds derived from sale of prepared foods by restaurants in the City, the proceeds of which tax are to be used for the purpose of implementing a comprehensive Parks & Recreation Master Plan which was adopted by the City on October 16, 2012; and

WHEREAS, Senate Bill 2921 was further extended by Senate Bill 2904, which was passed in the 2015 Regular Session of the Mississippi Legislature; and

WHEREAS, the Senate Bill provides that before the tax is imposed, there shall be held a referendum on the question of levying the tax, at which at least sixty percent (60%) of the qualified electors who vote in the referendum must vote in favor of the tax; and

WHEREAS, pursuant to the Senate Bill the City Council is required to adopt a resolution declaring its intention to levy the tax, setting forth the amount of the tax to be levied and the date such tax shall become effective, and calling for the question of levying the tax to be voted upon by the qualified electors of the City at an election to be held on the 1st day of November, 2016:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pascagoula, Mississippi, as follows:

SECTION 1. That all recitations hereinabove are found and adjudicated to be true and correct.

SECTION 2. That the City Council intends to levy a tax of two percent (2%) upon the gross proceeds derived from the sale of prepared foods by restaurants in the City as defined within Senate Bills referred to hereinabove.

SECTION 3. That the City intends for the effective date of the levy of the tax to be 1st day of January, 2017.

SECTION 4. That a referendum shall be and is hereby ordered to be held within the City for the purpose of submitting to the qualified electors of the City the proposition as set forth in the form of “Notice of Election” in Section 6 of this Resolution.

SECTION 5. That the proposition shall appear on the ballot for the election to be held on Tuesday, the 1st day of November, 2016, which shall be presented to the City’s qualified electors at the polling places designated for municipal general elections. The polling places will be open from the hour of seven o’clock A.M. until the hour of seven o’clock P.M. on that date, and all qualified electors of the City shall be entitled to vote in the election.

SECTION 6. That notice of the referendum shall be given by publication once a week for not less than three (3) consecutive weeks in *The Mississippi Press*, and the *Sun Herald*, newspapers published and having a general circulation in the City. The first of such publications shall be made not less than twenty-one (21) days prior to the date of the referendum and the last of the publications shall be made not more than seven (7)

days prior to the date of the referendum. Notice shall be published on or about the following dates: October 5, 2016, October 12, 2016, October 19, 2016, and October 26, 2016. The notice shall be in substantially the following form, to-wit:

**NOTICE OF ELECTION
CITY OF PASCAGOULA, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Pascagoula, Mississippi, that a special referendum will be held in the City on

Tuesday, the 1st day of November, 2016

for the purpose of submitting to the qualified electors of the City the following proposition, to wit:

PROPOSITION

SHALL THE CITY OF PASCAGOULA, MISSISSIPPI, LEVY A TAX UPON THE GROSS PROCEEDS DERIVED FROM SALE OF PREPARED FOODS IN RESTAURANTS IN THE CITY IN THE AMOUNT OF TWO PERCENT (2%) OF SUCH GROSS PROCEEDS FOR IMPLEMENTATION OF A COMPREHENSIVE PARKS & RECREATION MASTER PLAN PREVIOUSLY ADOPTED BY THE CITY ON OCTOBER 16, 2012.

FOR THE TAX
 AGAINST THE TAX

The proposition will be set forth on the ballot for the Election which will be held at the customary polling places within the City of Pascagoula, Mississippi, which have been or will be advertised by the City as provided by law.

The polling places shall be open from the hour of seven o'clock A.M. until the hour of seven o'clock P.M. on the date of the election. All qualified electors of the City shall be entitled to vote in the referendum.

The tax described in the foregoing proposition shall be levied if, and only if, at least three-fifths (3/5) of the qualified electors who vote on the proposition in the election shall vote in favor of the imposition of the taxes for the purpose set forth in the proposition.

Done by order of the City Council of the City of Pascagoula, Mississippi, this the 15th day of September, 2016.

CITY OF PASCAGOULA, MISSISSIPPI

By: /s/ Harry J. Blevins
MAYOR

ATTEST: /s/ Robert Parker
CITY CLERK

SECTION 7. That the referendum shall be held and conducted by the Election Commission of the City. After the close of the polls on the date of the referendum the Election Commission shall proceed to canvass the results of the referendum and to certify same to the City Council of the City.

SECTION 8. That if at least sixty percent (60%) of the qualified electors voting in the referendum vote in favor of the tax it shall be levied beginning on the 1st day of January, 2017.

SECTION 9. That the Mayor and City Clerk are hereby authorized and directed forthwith to prepare a true and correct copy of this Resolution and to certify the same to the Election Commissioners within and for the City, as and for their warrant and authority for the conduct of the referendum, as herein provided and as required by the laws of the State of Mississippi, and the Chairman of the Election Commission of the City is hereby designated to have the proposition described herein set forth on the ballots for the election.

Councilmember Simkins moved the adoption of the foregoing resolution, which was seconded by Councilmember Tadlock and the vote thereupon was as follows:

Mayor Harry J. Blevins	voted: Aye
Councilmember Brenda H. Simkins	voted: Aye
Councilmember Marvin L. Pickett, Sr.	voted: Aye
Councilmember Freddy L. Jackson	voted: Aye
Councilmember David Tadlock	voted: Aye
Councilmember Burton L. Hill	voted: Aye
Councilmember Scott Tipton	voted: Aye

The motion having received the foregoing vote of the City Council, the Mayor declared the motion carried and the Resolution adopted, on this the 15th day of September, 2016.

CITY OF PASCAGOULA, MISSISSIPPI

**By: /s/ Harry J. Blevins
Harry J. Blevins, Mayor**

ATTEST:

/s/ Robert J. Parker

Robert J. Parker, City Clerk

Please publish only the Notice of Election in *The Mississippi Press and the Sun Herald* on October 5, 2016, October 12, 2016, October 19, 2016, and October 26, 2016.

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

The next item for consideration was the Jackson County Election Commission contract for a Referendum to be held on November 1, 2016 for the Prepared Food Tax, as recommended by Eddie Williams, City Attorney.

JACKSON COUNTY ELECTION COMMISSION

4111 Amonett Street
Pascagoula, Mississippi 39567

Danny Glaskox, Chairman
Commissioner, District 1
(228) 769-3362
Danny_Glaskox@co.jackson.ms.us

Jerry Sims
Commissioner, District 2
(228) 769-3006

Michael Dickinson
Commissioner, District 4
(228) 769-3261



Debbie Hodges
Commissioner, District 3
(228) 769-3008

Tamara Vidrine
Commissioner, District 5
(228) 769-3007

TO: CITY OF PASCAGOULA

DATE: **9/12/2016**

SUB: CITY SPECIAL ELECTION CONTRACT

Danny Glaskox, Debbie Hodges and Jerry Sims of the Jackson County Election Commission agrees to provide assistance for the City of Pascagoula's Special Referendum Election to be held on November 1, 2016. Danny Glaskox will build the election in SEMS and prepare you a "master" paper ballot for "hand counted" absentee and affidavit ballots; be available for assistance the entire day of the election; upload your election results at the end of the day into our GEMS system and give you an "Unofficial" count on the night of the election. You will receive an update of the final count with absentee and affidavit ballots counted after the election and at that time we will give you an "Official" results afterwards. The total cost to the city of Pascagoula will not exceed \$4240.00 for our services.

We will test the machines, deliver and pick-up the TSX voting machines with the assistance of city workers and a city vehicle and be available for technical assistance on election day. The associated cost of an adequate number of poll managers, receiving and returning managers and any other cost associated with the election is the responsibility of the city of Pascagoula.

The city agrees to:

- Provide a city vehicle and city workers to transport the TSX machines to the precinct prior to the election and pick up the TSX machines after the election.
- Provide a safe and secure facility for the TSX voting machines prior to, during, and after the election.
- Provide a Receiving & Returning Manager to pick up TSX memory packs prior to the election and to return the memory packs to our office at 4111 Amonett for tally of the "UNOFFICIAL" results after the election.
- Provide a resolution board to handle any disputes in any absentee ballot determination.
- Have Municipal Election Commissioners finalize results after all absentee and affidavit ballots are counted.
- **The city further agrees to be liable for any damages to any county owned equipment.**

Danny Glaskox _____

Date: _____

Joe Huffman _____

Date: _____

Councilwoman Simkins made a motion to approve the contract and authorize the City Manager 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 9-15-16).

The next item for consideration was the IT Complete Care Agreement with AGJ Systems, as recommended by Valerie More, H.R. Director.

Additional information is spread on the minutes as follows:



Complete Care Agreement

1. Terms of Agreement

This Agreement between **The City of Pascagoula, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for one year. Additions can be made to this contract per Appendix B.

- a) This Agreement may be terminated by the Client or by AGJ for any reason within the first 60 days.
- b) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding public holidays). Coverage will be provided to the **Pascagoula Police Department and Fire Department 24/7/365** (24 hours/day) Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client’s “Trouble Tickets” within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ’s client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client’s office/s within a 50-mile radius of AGJ’s office is included in this agreement. **All Pascagoula sites should fall within this radius of our Moss Point office.**

Service outside Normal Working Hours

Emergency services not included in this agreement and performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client’s office. This agreement covers support for existing computers, servers, networking equipment, Cisco phone system, and mobile devices at the Client’s office.

Item	Included	Qty
Locations	Yes	15
Helpdesk/Reactive Support Team (remote/onsite)	Yes	250 users
vCIO, Network Admin, Central Services	Yes	250 users
BDR (Backup and DR server)	Yes	See BDR Agreement
Mobile Device Mgmt Software (MDM)	No	
Office 365 (Exchange Only)	No	
Antivirus, Antispam, Antimalware Software	Yes	250 users
PC/Laptop Recycling Services	Yes	250 users
Web filtering/protection	Yes	250 users
Security Awareness Training and Notices (electronic)	Yes	250 users
Remote PC Access	Yes	250 users

Phone System Support	Yes	250 users
----------------------	-----	-----------

4. Backup Protected Equipment and Retention Policy

	Qty	TB used locally	Retention
Servers	Up to 52 (see BDR agreement)	14 TB	12 months
Desktops and Laptops	0		

5. Additional Services

Hardware/System Support

AGJ shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement.*

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc...) can be provided at Client's request (at no additional charge).

Virtual CIO

AGJ Systems will schedule quarterly or annual business reviews (depending on which the Client prefers) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections/needs.

6. Excluded Services

Service rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antispyware software are included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).*
- 6) Mail security for non-Exchange environments.

*New computers will be installed at no charge if purchased from AGJ.

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Authorized Signature

Client

Date

Effective Date



Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. (Tier 1) 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Managed Server Backups 8am-5pm M-F	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote PC Management/Help Desk After Hours and Weekends	INCLUDED
Remote Printer Management (Tier 1) After Hours and Weekends	INCLUDED
Remote Network Management After Hours and Weekends	INCLUDED
Remote Server Management After Hours and Weekends	INCLUDED
Managed Server Backups After Hours and Weekends	INCLUDED
Onsite Labor After Hours and Weekends	INCLUDED
Server Installations and Projects	\$100/hour
After Hours Server, Software, Misc. Projects	\$124/hour
Software Deployment Projects	\$100/hour
New PC Installations* purchased from AGJ	INCLUDED
New PC Installations* purchased from other vendors	\$100/hour
Project Manager	\$100/hour or \$124 After Hours
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased through AGJ will be installed at no charge. Clients may purchase PCs or other equipment through other vendors (clients will be charged at hourly rate above for equipment not purchased through AGJ).

We ask that Client sends specifications of any technology equipment to AGJ for a review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase them through another vendor.

We are your trusted IT provider, and we always strive to offer the best prices while guaranteeing that the products we sell are warranted and will work with your network.

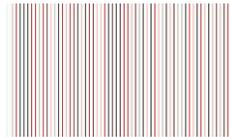
Appendix B

Optional Add-Ons

Item	Rate
Hosted Exchange Mailbox – 50 GB storage with antispan	\$4.50/month
Hosted Exchange Distribution List	\$0
Add one additional employee to Complete Care (1 user)	\$115/month

Councilman Tadlock made a motion to approve the agreement and authorize the City Manager 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 9-15-16).

The next item for consideration was the Backup and Disaster Recovery Agreement with AGJ Systems, as recommended by Valerie More, H.R. Director.



Backup and Disaster Recovery Agreement For Managed Clients

1. Terms of Agreement

This Agreement between **City of Pascagoula, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. is effective upon the date signed and shall remain in force for a period of one (1) year. Should modifications be required that change the monthly fees associated with this Agreement, these changes will be discussed with the Client in advance.

- a) If either party terminates this Agreement, AGJ Systems will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ Systems the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client per their Complete Care Agreement.

- a. Backup agreement covers the monitoring and support of the backup activity on the selected PCs, servers, and the backup appliance (BDR) listed in section 4 below.
- b. Backup agreement covers maintenance of backup appliance (BDR).
- c. Data restoration is not included in this agreement.

Limitation of Liability

In no event shall AGJ Systems be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Monitoring Services

AGJ Systems will provide ongoing monitoring of the backup solution indicated in section 4 (below). AGJ Systems will document and monitor all critical alerts, scans, and event resolutions related to the backup solution.

3. Backup Hardware/Software

AGJ Systems will monitor, manage, test, and maintain a local backup and disaster recovery solution that provides local and offsite (cloud) image-based backups for the covered equipment (listed below). AGJ will maintain the warranty on the backup solution hardware provided. Restoration of files and other data recovery is not included in this contract.

All data is fully encrypted during transmission and while stored off-site. Data connection speeds of 5 mb/s or greater are recommended for optimal off-site data transmission. Off-site transmission will be configured for off-peak hours (at night) when possible. Retention is subject to the capacity of the hardware and the amount of data generated by the client. AGJ estimates future capacity based on industry best practices.

4. Protected Equipment and Retention

LeapVault is AGJ's most economical image-based backup solution. It includes a local appliance and onsite backups (as often as hourly if needed) with continual monitoring. This appliance cannot provide failover capabilities.

LeapVault Plus is AGJ's mid-tier image-based backup solution. It includes a local server and onsite backups (as often as hourly if needed) with continual monitoring. This server can provide failover, and AGJ performs quarterly backup restorations.

LeapVault Pro is AGJ's highest level of backup support. It includes a local server and onsite backups (as often as hourly if needed) with continual monitoring. Backups are also sent offsite nightly. This server can provide failover, and AGJ performs quarterly backup restorations with business continuity testing.

AGJ Plan	Appliance Qty	Cloud Capacity	Local Capacity	Equipment Covered	Retention
LeapVault Pro	Up to 52 SeiVeis	14TB	14TB	52 servers and no PCs	12 months

5. Fees and Payment Schedule

Fees are \$3000/month with a Complete Care Maintenance Plan.

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." Hardware/software purchase amount is due upon installation.

It is understood that any and all services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

6. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.



Accepted by:

Ryan Giles	AGJ Systems	8/26/16
Authorized Signature	Client	Date
		Effective Date

Councilwoman Simkins made a motion to approve the agreement and authorize the City Manager 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 9-15-16).

There being no further business to come before the Council tonight, Councilman Hill made a motion to recess until Tuesday, September 20, 2016, at 6:00 p.m. to transact such business as may lawfully come before the Council. 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”.

The meeting ended at 11:43 a.m.

APPROVED:

H. J. Blevins, Mayor

ATTEST:

Karen Kennedy, Asst. City Clerk