

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 20, 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, September 20, 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
City Clerk/Comptroller Robert J. Parker
Assistant City Clerk Karen Kennedy

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

Mayor Blevins recognized Mayor's Youth Council members, Will Baumhauer, a Sophomore at Resurrection High School and Lorelei Mitchell, a Sophomore at Pascagoula High School. Mayor Blevins also recognized two 3rd grade students from Beach Elementary in attendance to learn about municipal government.

Opening remarks were given by several councilmembers. Councilwoman Simkins spoke about the "Let's Lighten Up Pascagoula" program that encourages exercise and weight loss and begins September 26th.

Councilman Pickett recognized a group of parents from the Jackson County Civic Action Head Start.

Councilman Tipton thanked the City staff for their help in honoring the 1976 State Championship football team at their 40th Reunion with the reception held at the at the Senior Citizens Center.

Councilman Tadlock explained the Flagship Award that will recognize and acknowledge citizens whose efforts and achievements help make Pascagoula a better place to live, work and play. He explained nominations will be made by the Council but the public can make recommendations on who should be nominated. Citizens can send recommendations to City Hall by October 7 at 5:00 p.m. More information regarding the process can be found on the City website as well as on Facebook. He also commented on the Hispanic festival held last Saturday at River Park. It was a fun event, well attended, and offered a variety of great food.

Mayor Blevins reported that the Third Friday event in downtown Pascagoula was another awesome event. He also announced new businesses that opened in the City, Hall's Motorsports, Southern Safety Professionals and Susie's Boutique, as well as a ribbon cutting for Singing River Art Association.

Councilwoman Simkins commended the staff as well as the City's insurance carrier, Lemon Mohler Insurance, for their work on developing a comprehensive spreadsheet detailing all of the City's properties to determine they are properly valued and have sufficient insurance coverage.

Joe Huffman, City Manager, reported the team has been working with Councilman Tipton and Councilwoman Simkins along with Charles Rivers from Lemon Mohler Insurance Company and reviewing the insurance coverage on the City's facilities to determine adequate coverage and a cost benefit approach. The team has determined some costs savings for the City.

The Mayor read and presented a Proclamation to Al Brimm recognizing October 22, 2016 as Mississippi Coastal Cleanup Day.

The Proclamation is spread on the minutes as follows:

Proclamation

WHEREAS, the Mississippi Gulf coast is home to some of the nation's most productive finfish and shellfish waters and their supporting coastal wetlands and is rich in natural resources on which many generations of our citizens have depended for their livelihoods; and

WHEREAS, marine debris in our coastal waterways poses serious threats to marine wildlife and navigation and to our communities, residents, and visitors; and

WHEREAS, the Mississippi coastal cleanup is the largest, single-day volunteer cleanup of Mississippi's beaches, barrier islands, and waterways; and

WHEREAS, the Mississippi Coastal Cleanup is an integral part of the International Coastal Cleanup (ICC), sponsored by Ocean Conservancy, and is co-led by the Mississippi Marine Debris Task Force and Mississippi State University Extension Service in cooperation with the Mississippi Department of Marine Resources and the Mississippi Department of Environmental Quality; and

WHEREAS, during the 2015 coastal cleanup 1,904 volunteers picked up 16 tons of trash at 55 sites along 166 miles of waterways in coastal Mississippi as reported by the state ICC coordinator; and

WHEREAS, over the past 28 years, more than 68,000 volunteers have removed approximately 816 tons of marine debris from Mississippi's coastal waterways and shorelines; and

WHEREAS, the Mississippi Marine Debris Task Force looks forward to a productive Coastal Cleanup event in 2016 that will benefit the environment and educate the public about the importance of being good stewards of our coastal marine and estuarine resources.

NOW, THEREFORE, I, Mayor Harry J. Blevins, by the authority vested in me as Mayor of the City of Pascagoula, do hereby proclaim October 22, 2016, as

Mississippi Coastal Cleanup Day

in the City of
Pascagoula.

Harry J. Blevins
Mayor

Mark Everson addressed the Council concerning the handling of the Moss Point Police Chief matter. He encouraged the Council to further investigate this matter. The Mayor thanked Mr. Everson for his comments.

Minutes of the Planning Board meeting held on September 14, 2016, were filed by Donovan Scruggs, City Planner, and receipt was acknowledged by the Council. The minutes are spread as follows:

REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, SEPTEMBER 14, 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, September 14, 2016 at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Joseph Odom
Stephen Parker (Vice-Chairman)
Jimmy Krebs

Official(s) not present:

Mike Gilly
Wesley Smith (Chairman)
Stewart P. Keene

Other officials present:

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

A. PUBLIC HEARINGS:

1. Kenneth M. Watson on behalf of Steven R. Whitehead

4508 Lanier Avenue The request is for a Special Use permit to allow the conversion of a multi-family development into a two-family residential development in a Single Family Residential 6 (SFR 6) district.

The City Planner presented the request indicating that the applicant plan is to convert an existing set of five (5) four-plex (multifamily units) in to five (5) duplex units, which would reduce the number of dwelling units from 20 to 10. According to the applicant/property owners, the property was purchased as an investment, and for retirement income purposes.

The staff finds the request and use of two-family residential not consistent with the area. Potential violations of flood hazard prevention ordinance exist. Additional compliance with special use provisions of UDO could be an issue. The staff made a recommendation to "Deny" the request.

Steve Whitehead and Kenneth Watson were present to hear the request. After Steve Whitehead spoke, questions and concerns were addressed by the applicant and planning board members as to cost and construction repairs to the units. Also addressed were the 50 percent guidelines by Fema that must be enforced by the City of Pascagoula.

After hearing the staff's report, a motion was made by Joseph Odom to "APPROVE" the application. The motion was seconded by Jimmy Krebs with a vote followed by Linda Tillman "NAYE", Stephen Parker "NAYE". The 2-2 tie vote results in a "no recommendation" from the Planning Board.

The application will go to the City Council with "**No Recommendation**".

There being no further business to discuss the meeting was adjourned at 7:00 p.m.

Councilman Tadlock made a motion to accept the minutes of the Planning Board meeting of September 14, 2016, as recommended. The motion was seconded by Councilman Jackson and

received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-20-16)

A public hearing was held regarding a request from Steve Whitehead for a Special Use Permit that will allow the applicant to convert a 20 Unit Multifamily development into 10 Two Family Units for property situated in a Single Family Residential (SFR 6) District at 4508 Lanier Avenue. The Planning Board on a motion to approve the application voted 2-2. This tie vote results in a “no recommendation” from the Planning Board.

Donovan Scruggs, City Planner, presented the request of the applicant to convert an existing set of five (5) four-plex (multifamily units) in to five (5) duplex units, resulting in the reduction of the number of dwelling units from 20 to 10.

Mr. Steve Whitehead gave a presentation concerning his request for a Special Use Permit for property located at 4508 Lanier Avenue.

After a lengthy discussion, Councilman Tadlock made a motion to accept the recommendation of Donovan Scruggs, City Planner, to deny the application for a Special Use Permit to convert multifamily residential complex into two family units. Motion failed due to lack of a second to the motion.

Councilman Tipton made a motion to approve the request for a Special Use Permit to allow the conversion of a multi-family development into a two-family residential development in a Single Family Residential 6 (SFR 6) district with the requirement of installing individual meters. 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 “NAY”, and Tipton “AYE”. (Approved 9-20-16)

The consent agenda was considered at this time:

The first item for consideration was minutes of the regular Council meeting of September 6, 2016, as recommended by Karen Kennedy, Asst. City Clerk.

Councilman Hill made a motion to adopt and approve minutes of the regular Council meetings of September 6, 2016, as recommended. 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 9-20-16)

The next item for consideration was an Order for the Petty Cash Fund for FY 2017 as recommended by Cathy Turner, Account Specialist.

The Order is spread on the minutes as follows:

ORDER

WHEREAS, a need exists to establish a Petty Cash Fund for Fiscal Year 2017;

NOW, THEREFORE IT IS ORDERED, that a Petty Cash Fund is hereby established with the following amounts allocated as shown under the care and custody of those persons listed:

City Hall (Accounting)	\$500.00	Karen Pittman
Police Department	\$200.00	Kenny Johnson
Recreation Department	\$100.00	Clare Stegall

The above Order was introduced by Councilman Hill, 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 Order adopted on the 20th day of September, 2016.

The next item for consideration was a a request to adopt the Resolution for Pascagoula Pride Mail-Out as a means of advertising the resources of the City, as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

RESOLUTION

WHEREAS, Pascagoula Pride is a nonprofit civic organization dedicated to the beautification of the City of Pascagoula; and

WHEREAS, Pascagoula Pride hosts an annual membership drive and fundraising event at different locations throughout the City; and

WHEREAS, Pascagoula Pride has requested permission to use the City’s postal meter to mail out invitations to members and prospective members in support of their membership and fundraising efforts; and

WHEREAS, over the years, Pascagoula Pride has raised and invested in the City of Pascagoula in excess of \$500,000.00 for beautification projects throughout the City; and

WHEREAS, the City Council finds that the support of the efforts of this organization is in the best interest of the citizens of this community and constitutes a means of advertising the resources of the City for a proper municipal purpose;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The representatives of Pascagoula Pride shall be allowed access to the City postal meter for the purpose of mailing out their membership and fundraising requests.

SECTION 2. The amount of postage that may be used by Pascagoula Pride in this effort shall not exceed the sum of \$125.00.

SECTION 3. The City Manager shall designate a City employee who is familiar with the operation of the postal meter to assist Pascagoula Pride in the mail-out of these materials.

The above Resolution was introduced by Councilman Hill, 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 20th day of September, 2016.

The next item for consideration was a request to advertise the resources of the City through the Jackson County Chamber of Commerce 2016 Annual Meeting on October 25, 2016, for \$550.00 (reserved table of 10), as recommended by Eddie Williams, City Attorney.



September 9, 2016

Mayor Jim Blevins
City of Pascagoula

Dear Mayor Blevins:

The Jackson County Chamber of Commerce will finish its annual year on September 30, 2016. The year has been very successful by all measures. The Issue Manager Groups: Regional Strategy, Membership, Small Business Development, Community Relations and Education have worked extremely hard to accomplish their goals as set forth at the Retreat in 2015.

A few of their accomplishments include: Anchor AWARDS (honoring small businesses and non-profits), Explosion of Excellence (honoring the top 10% of high school seniors), Small Business Grant Program (awarding 5 \$2,500.00 grants at the Annual Meeting), Summer Learning Series (monthly training for small businesses), Entrepreneurship 101: Small Business Seminars (monthly training for small businesses), Jackson County Industrial Trade Show (an annual event with 100 exhibitors and 1800 visitors), Jackson County Industrial Suppliers Association (bi-monthly meetings to help area industrial suppliers), Taste of Jackson County, Small Business Façade Grants, and Leadership Jackson County (a nine month training program with 663 graduates). This is only a brief synopsis of the Chamber's involvement in the communities during this past year.

On Tuesday, October 25th, at the Hilton Garden Inn Pascagoula, the Jackson County Chamber of Commerce will hold its 2016 Annual Meeting. During this event, leadership of the Chamber will change hands, the Jolly P. McCarty Award for Excellence in Leadership will be awarded, the Ambassador of the Year will be recognized and the recipients of the Small Business Grant Program for 2016 will be recognized. The Chamber members will also use this opportunity to network with each other at the luncheon.

We cordially invite your company to consider becoming an **Annual Meeting Presenting Sponsor**. The details are outlined on the attached form.

This support will help the Jackson County Chamber of Commerce continue its Program of Work and efforts toward a stronger and more prosperous Jackson County.

Sincerely,

A handwritten signature in black ink that reads "Carla Todd".

Carla G. Todd, President & CEO, IOM
Jackson County Chamber of Commerce
Please email your response to johnsonl@jcchamber.com or call 228-762-3391

2016 Annual Chamber Membership Meeting

2016 Ticket, Table & Sponsorship Information

2016 ANNUAL CHAMBER MEMBERSHIP MEETING
 Tuesday, October 25, 2016 | 11:30 a.m. until 1:00 p.m.
 Hilton Garden Inn Pascagoula
 2703 Denny Avenue | Pascagoula, Mississippi

Company Name: _____

Contact Person: _____

Luncheon Options:

Presenting Sponsor: \$1,000 - Table of Ten

Reserved Table of Ten (\$550)

_____ Ticket(s) - \$45 Per Ticket

Mailing Address: _____

Phone: _____ Fax: _____

Email: _____

Method of Payment: Cash Check Invoice

Visa Mastercard

Credit Card Number: _____

Expiration: ____ / ____

Signature: _____

*Please submit sponsorship and ticket reservations by
 October 12, 2016.*

Luncheon Options

PRESENTING SPONSOR

\$1,000 | Table of Ten

- Table Signs with Company Logo
- Name in Event Program
- Exposure to Nearly 300 Chamber Members
- Name on Sponsor Board
- Listing on Chamber Sponsorship Web Page

RESERVED TABLE

\$550 | Ten Seats

INDIVIDUAL TICKETS

\$45 Per Ticket

Thank you for your membership!

Please Return Form To:
 Jackson County Chamber of Commerce
 720 Krebs Ave. | P.O. Box 480
 Pascagoula, MS 39568
 Email: Membership@jcchamber.com
 Phone: 228.762.3391
 Fax: 228.769.1726



Councilman Hill made a motion to approve the advertising request as recommended. 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 9-20-16)

The next item for consideration was the Renewal of Premier Provider Agreement for the City of Pascagoula Employees' Group Health Plan for the contract period of October 1, 2016, through September 30, 2019, as recommended by Brenda Germany, Human Resource Generalist.

Additional information is spread on the minutes as follows:

AMENDMENT TO PREFERRED PROVIDER AGREEMENT

This is an Amendment to the Preferred Provider Agreement between the City of Pascagoula and Premier Health, Inc., which will have an Effective Date of 10/1/2016 through 09/30/2019.

WHEREAS, the parties wish to continue their Agreement for a period of time based on the terms and conditions set forth below;

- I. This Amendment shall take effect on the Amendment Effective Date above. The term of this Amendment shall be for a period of three years from the Effective Date. If the parties are unable to reach a new agreement by 10/1/2019, this Amendment will be extended until such agreement is able to be made.
- II. Exhibit B effective 10/1/2011 through 09/30/2016 is deleted in its entirety and replaced by Exhibit B effective 10/1/2016 attached to this Amendment.

City of Pascagoula

Premier Health, Inc.

_____ Title

_____ Title

_____ Date

_____ Date

Councilman Hill made a motion to approve the Premier Health Preferred Provider Agreement for the City of Pascagoula Employees' Group Health Plan for the contract period October 1, 2016, through September 30, 2019, as recommended and authorize the City Manager to execute the contract. 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 9-20-16)

The next item for consideration was the Blue Cross and Blue Shield of Mississippi Foundation Healthy Heroes Initiative Agreement, as recommended by Jen Dearman, Community and Economic Development Director. There is no match associated with the grant.

Additional information is spread on the minutes as follows:

BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION
GRANT AGREEMENT

This Grant Agreement is entered into by and between the Grantee and Grantor as of the Effective Date. All capitalized terms not defined herein shall have the meaning set forth on the Schedule of Definitions attached hereto.

1. General

- (a) Purpose. The Grant Award from the Grantor to the Grantee will be used for, and only for, the purposes and manner described in the grant application and proposal submitted to the Grantor by the Grantee Representative on the Grant Application Date.
- (b) Grant Term. This Grant Agreement shall remain in effect from the Effective Date until the Final Report Date, unless earlier terminated as provided herein.
- (c) Grant Award Number. The parties shall refer to the Grant Award Number and Grant Project on all correspondence between them relating to the Grant Award and/or this Grant Agreement.
- (d) Incorporation of Grant Application - The parties agree that all terms and provisions of the Grant Application, including responses to the Grant Application provided by Grantee, are incorporated into and form a part of this Grant Agreement.

2. Grantee Responsibilities

- (a) Administration. The conduct and administration of the Grant Project as well as all aspects of the fiscal management of this grant and compliance with the terms of this agreement are the sole responsibility and under the sole control of the Grantee. No member, director, officer, or employee of the Grantor shall be involved in decisions concerning the disposition or control of the Grant Award after delivery of the funds to Grantee.

The Grant Project shall be implemented as indicated in the Guidelines for Implementing the Healthy Heroes Initiative which are attached hereto as a part of Exhibit A.

- (b) Self-Dealing. The Grant Award shall not be used to benefit directly or indirectly any individual, corporation, partnership, business association, organization, trust, or any other entity that would be described by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "Code"), as a "disqualified person" with respect to the Grantor. "Disqualified persons" include the members, directors, officers, and employees of the Grantor.

- (c) Compliance. The Grantee shall comply with all federal, state and local rules and regulations concerning the activity for which the grant proceeds are used.
- (d) Lobbying. The Grant Award shall not be used in any way to carry on propaganda, influence a political campaign or otherwise attempt to influence legislation, except as permitted by the Code.
- (e) Tax Exempt Status. Grantee certifies that it is an organization classified by the Internal Revenue Service as exempt from federal taxes under Sections 501(c)(3) or 501(a) of the Code or is a governmental unit described in Section 170(c)(1) of the Code. In the event this status changes, the Grantee shall notify the Grantor immediately.
- (f) Foundation Status. Grantee certifies that it is not a private foundation as defined in the Code, or if so classified is an exempt operating foundation under Section 4940(d)(2). In the event the Grantee is so classified in the future, the Grantee shall notify the Grantor immediately.
- (g) Return of Funds. All Grant Funds (or the unused portion thereof) shall be returned to the Grantor upon the occurrence of any of the following events:
 - (i) The Grant period ends and all Grant Funds have not been used unless a subsequent use is approved by the Grantor as described below;
 - (ii) The Grantee ceases to be an exempt organization under Sections 501(c)(3) or 501(a) of the Code;
 - (iii) The Grantee discontinues the Grant Project or activity for which the Grant Award was intended to be used; or,
 - (iv) The Grantee violates any term of this Grant Agreement or the Grant Application.

In the event the Grantee does not utilize all of Grant Award, the Grantee may request in writing approval to utilize any unused portion of the Grant Award for purposes other than or different from those outlined in the Grantee's original Grant Application or this Agreement. This written request shall include a proposed budget, a detailed description of the intended use, and reporting obligations. Grantor shall not be obligated to agree to Grantee's request in whole or in part. Should the parties be unable to agree on the prospective use of the then remaining funds contained in the Grant Award, Grantor shall have the right to terminate this Grant Agreement and Grantee shall return any unused portion of the Grant Award to Grantor.

- (h) Property or Equipment Acquisition. Provided expenditures for capital acquisition are specifically included in this Grant Agreement, Grantee may utilize Grant Award funds for such purposes. At the close of the Grant Term,

title to all equipment acquired by Grantee in accordance with the terms of this Grant Agreement shall remain vested in Grantee.

- (i) Other Sources of Funding. Prior to the execution of this Grant Agreement, Grantee shall disclose to Grantor all other sources of funding as well as all pending grant applications for the project outlined in the Grant Application and this Grant Agreement. Grantee shall supplement such disclosure, as appropriate, during the Grant Term.
- (j) Public Disclosure and Announcements. Public disclosures of the Grant Award made herein may not be made by the Grantee without the written approval of Grantor.

ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS MUST BE PRESENTED FOR APPROVAL AT LEAST THIRTY (30) DAYS PRIOR TO USE. THE APPROVAL OF THE USE OF GRANTOR'S NAME, SYMBOLS OR TRADEMARKS IS SOLELY IN THE DISCRETION OF THE GRANTOR.

- (k) Financial Accounting. Grantee shall submit and Grantor shall rely upon the specific financial accounting requirements of this grant in accordance with the financial reports attached hereto and made a part of this agreement as Exhibit A. Any request to reclassify budget line item amounts must be submitted to the Foundation in writing with detailed justification, and prior to expenditure of grant funds related to such proposed reclassification. Budget line item amounts may not be reclassified by the Grantee without the written approval of Grantor, and Grant funds for which reclassification is requested cannot be expended until such reclassification is approved in writing by Grantor.
- (l) Objectives and Outcomes. The performance of Grantee in accomplishing the purposes of the Grant Award will be measured and evaluated relative to the achievement of specific objectives and outcomes. Grantor reserves the right at any time during the Grant Term to terminate this Agreement following a thirty (30) day written notice to Grantee of the Grantor's determination, in its sole discretion, of the failure or likely failure of the funded program to attain the objectives and/or outcomes or benefits anticipated or that the program outcomes are significantly fewer or less than expected. In the event of such termination, the Grantor will have no further obligation to provide any undistributed portion of the Grant Award.
- (m) Reporting of Grant Activity. During the Grant Term, Grantee shall furnish Grantor with progress reports outlining grant activity and progress toward objectives in accordance with Exhibit A of this Grant Agreement. Progress reports will be due on the Progress Report Dates.

Grantor may from time to time contact Grantee in order to review a previously submitted progress report or arrange a visit to Grantee offices and/or locations to review grant activities.

On the Final Report Date, Grantee shall submit a final Grant Report which shall review the performance and activities over the course of the entire Grant Term. The final Grant Report shall include a financial statement accounting for the use of all Grant Award funds, which statement shall be certified as true, complete and accurate by the chief executive officer or chief financial officer of Grantee or, at Grantor's request, audited in accordance with generally accepted auditing standards by a certified public accountant reasonably acceptable to Grantor. If funds remain unused as of the Final Report Date, Grantee may request permission to use any unused portion of the Grant Award as provided for in Section 2(g) above.

- (n) Confidentiality. Grantee agrees that, unless expressly authorized by Grantor to do so, Grantee shall not, either during or after the Grant Term, except as provided for herein, (a) disclose to any third party, (b) use for Grantee's benefit or the benefit of others, or (c) publish information that is secret or confidential to Grantor (hereinafter "Information"). Such Information includes, but is not limited to, information disclosed by Grantor to Grantee in connection with the Grant Award and information compiled by Grantee in implementation of the project supported in whole or in part by the Grant Award, whether written, oral, or obtained by viewing Grantee's premises, data, reports, project designs, outcomes, and information generated as a result of the Grant, computer programs, knowledge, and data relating to processes, formulae, research efforts, owned, controlled, or possessed by Grantor. This obligation of confidentiality and nonuse shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by Grantee; (c) Information that Grantee can establish by reasonable proof was in Grantee's possession at the time of disclosure; or (d) Information that Grantee receives from a third party who has a right to disclose it to Grantee.
- (o) Ownership of Materials. Grantee agrees that items (including, but not limited to, data, reports, expertise, knowledge or outcomes) created or generated as a direct result of the Grant Award shall at all times be recognized as the exclusive property of Grantor. Grantee further agrees that at no time, without express authorization from Grantor, shall Grantee make such items available to third parties.

3. Grantor Responsibilities

- (a) Upon execution of the Grant Agreement, the Grant Award will be distributed by Grantor under the terms of this Grant Agreement and according to the Grant Distribution Schedule.

4. Miscellaneous

- (a) Entire Agreement. This Grant Agreement, including the Grant Application, documents, exhibits and schedules referred to herein, constitutes the entire agreement between the Grantor and Grantee and supersedes any prior

understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.

- (b) Publicity. Grantor reserves the right to the control and use of its name, symbols, trademarks, trade names, service marks, and copyrights presently existing or later established. Grantee shall not use Grantor's name, symbols, trademarks, trade names, or service marks in advertising, promotional materials, publications, interviews, or otherwise, without the prior written consent of Grantor. In the event Grantee breaches the terms of this provision, Grantee will be liable to Grantor for any indirect, special or consequential damages, including without limitation lost profits. Additionally, in the event of a breach of this provision, Grantor will have the right to terminate this Agreement immediately without prior notice and the Grant Award shall be returned to the Grantor immediately.
- (c) Governing Law. This Grant Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice or conflict of law, provision or rule (whether of the State of Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.
- (d) Survivability. Sections 2(g), 2(i), 2(n), 2(o) and 2(b) shall survive the termination of this Grant Agreement.

5. Definitions

- (a) "Progress Report Dates" shall mean the dates on which the progress reports for the Grant Project must be submitted to the Grantor, which shall be the following dates:
 - October 1, 2016; December 1, 2016; March 1, 2017; June 1, 2017;
 - September 1, 2017; October 31, 2017; and November 30, 2017
- (b) "Effective Date" shall mean September 1, 2016.
- (c) "Final Report Date" shall mean November 30, 2017.
- (d) "Grant Agreement" shall mean this agreement between the Grantor and Grantee, including all schedules and exhibits attached hereto.
- (e) "Grant Application Date" shall mean July 15, 2016.
- (f) "Grant Award" shall mean a Grant issued pursuant to the Grant Agreement in the amount of \$41,292.
- (g) "Grant Award Number" shall mean BCBSMSF-2016-012.
- (h) "Grant Distribution Schedule" shall mean the distribution of the Grant Award in the amounts and on the dates as follows:

Distribution Date Distribution Amount

September 1, 2016 \$41,292

- (i) "Grant Term" shall mean the term beginning on September 1, 2016, and ending on October 31, 2017.
- (j) "Grantee" shall mean City of Pascagoula.
- (k) "Grantee Representative" shall mean Joseph R. Huffman, Manager, City of Pascagoula.
- (l) "Grantor" shall mean Blue Cross & Blue Shield of Mississippi Foundation.
- (m) "Grant Project" shall mean City of Pascagoula Healthy Heroes Initiative.

GRANTOR

Blue Cross & Blue Shield of Mississippi Foundation

By: _____
Thomas C. Fenter, M.D.
Chairman of the Board of Directors

Date: _____

The Grantee hereby accepts this grant and agrees to abide by all conditions under which it is made as stated in this Grant Agreement. I have full authority to accept on behalf of the Grantee this Grant Agreement and all conditions therein.

GRANTEE

By: _____

Title: _____

Date: _____

Councilman Hill made a motion to authorize the City Manager to execute the Blue Cross and Blue Shield of Mississippi Foundation Healthy Heroes Initiative grant agreement as recommended. 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 9-20-16)

The next item for consideration was a request to approve the Safe Routes to School Jackson Elementary Project, Construction, Engineering and Inspection Services Contract with Compton Engineering, Inc., as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Hill made a motion to approve the Safe Routes to School Jackson Elementary Project, Construction, Engineering and Inspection Services Contract with Compton Engineering, Inc., as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-20-16)

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

Next for consideration was a request to approve the HOME Investment Partnership Homeowner Rehabilitation and Reconstruction Application, as recommended by Jen Dearman, Community and Economic Development Director. The contract’s application portion is contingent upon a phase II application invitation. The contract’s administration services portion is contingent upon the grant award. If the grant is not awarded, the contract’s application portion will be paid with city funds, not to exceed \$5,000.00.

Additional information is spread on the minutes as follows:

**Proposal of Professional Services for
Phase II Application Preparation and Administration of the
2016 HOME Investment Partnership Program**

Submitted to:
**Honorable Mayor and City Council
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908**

Submitted by:
**GREENTAPE COMPLIANCE, LLC
P.O. Box 562
Greenwood, MS 38935-0562
662-299-9996
GreenTapeCom@gmail.com**

August 23, 2016

PROPOSAL OF PROFESSIONAL SERVICES

GREENTAPE COMPLIANCE, LLC, P.O. Box 562, Greenwood, Mississippi (hereinafter referred to as "Consultant"), hereby submits the following proposal to the City of Pascagoula, Mississippi (hereinafter referred to as "Local Public Agency"). The proposal includes duties necessary for Phase II application preparation, general project administration, and financial management of the 2016 Home Investment Partnership (HOME) Program for Homeowner Rehabilitation/ Reconstruction activities. The premises for this proposal are as follows:

Whereas, the Local Public Agency has submitted a Phase I application for participation in the 2016 HOME Program as set forth by the U.S. Department of Housing and Urban Development (HUD) and administered by the Mississippi Home Corporation (MHC); and

Whereas, Phase II application preparation is contingent upon MHC invitation to apply, and the subsequent administration of the HOME project is contingent upon award of funding; and

Whereas, the Local Public Agency desires to retain professional services necessary for the Phase II application preparation and subsequent administration of the 2016 HOME project;

Now, therefore, the professional services proposed by the Consultant are as follows:

1. Terms – The Consultant, if selected, will begin performance of professional services upon mutual agreement by both the Consultant and the Local Public Agency. If the Consultant is selected, a Contract of Services between the Consultant and the Local Public Agency shall be executed. The project will be administered and completed according to the terms of the Contract of Services.
2. Compensation – If the Consultant is selected, a reasonable fee will be negotiated by both the Consultant and the Local Public Agency. The fee will be within the budget set forth by MHC in the 2016 HOME program guidelines. Payments to the Consultant for grant administration will be paid out of the HOME funds received from the grant award, and there will be no additional funds required from the Local Public Agency for grant administration.
3. Right to Audit – The Consultant shall maintain records and documents relating directly to the receipt and disbursement of 2016 HOME funds. Authorized representatives of MHC, the State of Mississippi, HUD, and the Comptroller General of the United States shall, at reasonable times, have access to inspect, copy, audit, and examine all books, records and documents of the Consultant that are directly related to the administration of the 2016 HOME program until completion of all close-out procedures and conclusion of all issues arising out of the Local Public Agency's 2016 HOME project.
4. Record Retention – The Consultant shall maintain all books, records and documents directly related to the administration of the Local Public Agency's 2016 HOME project for a period of five (5) years after the project is closed-out as required by HUD and MHC.

SCOPE OF SERVICES

Phase II Application Preparation: The Consultant, if selected, will perform necessary services for Phase II Application Preparation.

1. **Timeliness** – Following notification that the Local Public Agency has been invited to submit a Phase II Application, the Local Public Agency and the Consultant will be allowed four (4) weeks to submit information specific to Phase II of the application process. The Consultant will promptly begin compiling the application information in order to assure timely application submittal to MHC.
2. **MHC Application Requirements** – The Consultant will thoroughly review the Phase II application requirements upon their establishment and will follow application guidelines in order to create a competitive application for submittal to MHC. The application will aim to fulfill all 2016 HOME program goals, objectives, and policies. The Consultant will assume the duties of compiling beneficiary information, fulfilling citizen participation requirements, developing the project budget, and identifying housing activities.
3. **Citizen Participation** – The Consultant will assist the Local Public Agency in preparing notices of public hearings or other publications that are required to be published in the local circulating newspaper. The Consultant will assist the Local Public Agency in scheduling and conducting necessary public hearings that are directly related to the Phase II application.
4. **Budget** – The Consultant, if selected, will work with third party contractors or contractors appointed by MHC, such as architects, appraisers, and/or attorneys, if necessary to determine accurate housing activity costs.
5. **Identification of Eligible Homeowners and Housing Activities** – The Consultant will assist the Local Public Agency in identifying the proposed homeowner housing units for assistance as well as alternates. Eligible homeowners shall be identified based on income qualifications, size of the households, and the location of the housing units as specified by MHC. The necessary housing rehabilitation or reconstruction activities shall be determined by MHC guidelines. If necessary, the Consultant will assist the Local Public Agency in conducting confidential homeowner eligibility surveys to determine the income and housing conditions of homeowner applicants.
6. **Document Preparation** – In the event that Local Public Agency resolutions or minutes are required for the application, the Consultant will assist in the writing of necessary resolutions or minutes and the submittal of such documents to the Local Public Agency for approval. Furthermore, the Consultant will assist in the preparation of documents needed for the 2016 HOME project.
7. **Communication** – Upon reasonable notification, the Consultant shall attend Local Public Agency meetings or other special meetings related to the administration of the 2016 HOME project as deemed necessary by the Consultant and the Local Public Agency. The Consultant will be accessible to the Local Public Agency in the form of in-person meetings or by correspondence through telephone, mail or email. The Consultant will maintain

communication with MHC throughout the application process and will serve as liaison between the Local Public Agency and MHC as needed.

8. **Organization** – The application will be organized in an intuitive manner that will be easy to follow by MHC representatives who will grade the application. As specified by MHC, all application documents will be bound neatly in a 8.5 x 11” folder, and all sections of the application will be separated by tabs identifying the information contained in each section. All necessary maps, surveys and attachments will be included in the application.

Project Administration: Upon award of grant funding from MHC for the Local Public Agency’s 2016 HOME project, the Consultant, if selected, will perform necessary services for Project Administration.

1. **File System** – All documents, files, financial and support information will be kept in a detailed file system set up at the Consultant’s office. The file system will be organized based on MHC guidelines for program compliance.
2. **Financial Management** – The Consultant will maintain financial records in the form of a general ledger and will compile all bank statements, canceled checks, and deposit slips. The Consultant will be responsible for submitting contractor invoices and Requests for Reimbursements to the Local Public Agency for approval. Upon request, the Consultant will provide financial status reports on the 2016 HOME project to the Local Public Agency.
3. **Compliance** – Federal and state laws that apply to the 2016 HOME project will be reviewed. The Consultant will assist the Local Public Agency in complying with federal and state laws that directly relate to the implementation of the 2016 HOME project. The federal laws that apply to the 2016 HOME program include but are not limited to:
 - a. Cranston-Gonzalez National Affordable Housing Act of 1990
 - b. Title VI of the Civil Rights Act of 1964
 - c. Fair Housing Act or Title VIII of the Civil Rights Act of 1968
 - d. Section 504 of the Rehabilitation Act of 1973
 - e. Americans with Disabilities Act (ADA)
 - f. National Environmental Policy Act and 24 CFR Part 58

The Consultant will be responsible for meeting compliance reporting deadlines and submitting satisfactory reports to MHC.

4. **Environmental** – The Consultant will be responsible for obtaining environmental clearance from MHC. Project activities that are subject to environmental review cannot be started until environmental clearance is obtained.
5. **Citizen Participation** –The Consultant will assist the Local Public Agency in preparing notices of public hearings or other publications that are required to be published in the local

circulating newspaper. The Consultant will assist the Local Public Agency in scheduling and conducting necessary public hearings that are directly related to the 2016 HOME project.

6. Fair Housing and Equal Opportunity – The Consultant will ensure compliance with federal Fair Housing and Equal Opportunity guidelines as they relate to the 2016 HOME project. The Consultant will conduct a public Compliance Workshop that will address Fair Housing and Equal Opportunity guidelines. The public will be notified by publication in the local circulating newspaper.
7. Section 3 – The Consultant will ensure compliance with federal Section 3 guidelines as they relate to the 2016 HOME project. The Consultant will conduct a public Compliance Workshop that will address Section 3 guidelines. The public will be notified by publication in the local circulating newspaper. The Consultant will be responsible for meeting compliance reporting deadlines and submitting satisfactory reports to MHC.
8. Project Monitoring and Close-Out – The Consultant will meet with MHC representative(s) to assist in MHC's monitoring of project activities and records. Once the project activities are complete, the Consultant will prepare the necessary documents to submit to MHC for final project close-out.
9. Document Preparation – In the event that Local Public Agency resolutions or minutes are required for the 2016 HOME project, the Consultant will assist in the writing of necessary resolutions or minutes and the submittal of such documents to the Local Public Agency for approval. Furthermore, the Consultant will assist in the writing of documents needed for the 2016 HOME project.
10. Communication – Upon reasonable notification, the Consultant shall attend Local Public Agency meetings or other special meetings related to the administration of the 2016 HOME project as deemed necessary by the Consultant and the Local Public Agency. The Consultant will be accessible to the Local Public Agency in the form of in-person meetings or by correspondence through telephone, mail or email. The Consultant will maintain communication with MHC throughout the implementation of the 2016 HOME Project and will serve as liaison between the Local Public Agency and MHC as needed.

EXPERIENCE

GreenTape Compliance, LLC is a consulting firm offering comprehensive grant application preparation and project administration to public governing entities. President of GreenTape Compliance, LLC, Mary Annette Morgan Smith, MPPA, has over seven years of experience in application preparation and project administration of both federal and state grant programs. Since 2009, Ms. Smith has helped to obtain and successfully administer over \$4,567,314 in United States Department of Housing and Urban Development (HUD) Home Investment Partnership (HOME) Program funds for homeowner rehabilitation/reconstruction projects. Ms. Smith has helped to obtain and successfully administer over \$5,952,684 in HUD Community Development Block Grant (CDBG) Public Facility funds for public sewer and water infrastructure improvement projects. In addition, Ms. Smith has experience in application preparation and administration of CDBG Economic Development projects and has secured grant funding for municipalities through the United States Department of Agriculture Rural Development Community Facilities Grant Program.

Mary Annette Morgan Smith will be the primary individual performing application preparation and administrative services. Ms. Smith has hands-on experience as Project Manager on a total of sixteen (16) HOME projects since 2009. The HOME projects that Ms. Smith has worked on have involved rehabilitation/reconstruction of homeowner housing units to create safe, affordable, code-standard housing for qualified low-income homeowners. Ms. Smith has extensive hands-on experience with HUD requirements and compliance. Her areas of knowledge in HUD regulation compliance include National Environmental Protection Act (NEPA) compliance, Fair Housing and Equal Opportunity compliance, Section 3 compliance, state procurement compliance, and Labor Standards compliance.

QUALIFICATIONS

Ms. Smith obtained a Master of Public Policy and Administration Degree from Mississippi State University. Studying under Dr. Gerald A. Emison, a former senior executive of the Environmental Protection Agency, Ms. Smith focused her graduate studies on environmental policy. Ms. Smith's education gives her a unique understanding of programming, data analysis, and community planning which she now applies to her work at GreenTape Compliance, LLC. Ms. Smith's résumé is attached for your review.

GreenTape Compliance, LLC is 100% woman-owned-and-operated and is currently seeking certification as a Women Business Enterprise (WBE) through the Mississippi Development Authority Minority Business Enterprise/Women Business Enterprise Directory.

Our goal at GreenTape Compliance, LLC is to help clients create sustainable development by utilizing available grant programs. What sets GreenTape Compliance, LLC apart from other consulting firms is our promise to ensure environmental consciousness through responsible project implementation. We look forward to the opportunity to serve your City. If you desire additional information about specific projects, please feel free to contact Mary Annette Morgan Smith by phone at 662-299-9996 or by email at GreenTapeCom@gmail.com.

CAPACITY

GreenTape Compliance, LLC is located in Mississippi and maintains ready access to reliable transportation allowing for project site visits as needed. For your convenience, President of GreenTape Compliance, LLC, Mary Annette Morgan Smith, is readily accessible by phone or email.

GreenTape Compliance, LLC has the technical capacity and the resources needed to complete the Phase II Application and to administer the subsequent 2016 HOME project in a timely manner. Through the use of email, we will be able to send and receive time-sensitive documents with ease. Currently, our workload will allow for primary concentration on the Local Public Entity's 2016 HOME project.

GreenTape Compliance, LLC also has the capacity to bring in other professionals on a consultant basis as the project requires.

MARY ANNETTE MORGAN SMITH

EDUCATION

Master of Public Policy and Administration, Mississippi State University, Starkville, MS. 2007 – 2009,
GPA: 3.92/4.00

Bachelor of Arts in Political Science, Mississippi State University, Starkville, MS. 2003 – 2007,
GPA: 3.72/4.00

EXPERIENCE

Grant Writer and Project Manager, November 2009 – Present

Gregory and Associates, Inc., Greenwood, MS

- Prepare grant applications for federal, state and non-profit funding programs
- Manage economic development projects, public facilities projects and affordable housing projects
- Process invoices and grant payments on behalf of cities and county governments
- Maintain precise financial records and systematic project files
- Monitor multiple ongoing projects to ensure compliance with federal and state regulations
- Schedule appointments and maintain up-to-the-minute correspondence with clients
- Present proposals of services, resolutions and project status reports before governing boards

Graduate Intern, June 2009 – August 2009

Natural Resource Conservation Service, Greenwood, MS

- Performed daily office duties to support agency officials and clients
- Helped to develop and oversee execution of federal program contracts
- Monitored projects to evaluate program performance and federal compliance
- Worked to coordinate local events and a statewide public education event

Graduate Assistant, August 2007 – May 2009

Department of Political Science and Public Administration, Mississippi State University, Starkville, MS

- Contributed research for academic projects and publications
- Collaborated with graduate assistants to create the department's first alumni newsletter
- Helped undergraduate students schedule their upcoming courses
- Served as stand-in instructor for international relations courses
- Prepared and administered tests and graded students' tests and essays

Summer Intern, May 2007 – July 2007

Cornerstone Government Affairs, Washington, D.C.

- Scheduled appointments and assisted with legislative staff meetings
- Attended Congressional hearings and reported pertinent information to office superiors
- Compiled a comprehensive data report through phone interviews with state agency officials

PROFICIENCIES, CERTIFICATIONS & AWARDS

Greenwood Commonwealth's Top 30 Under 40 Award, March 2013

Delta Regional Authority's Delta Leadership Institute Executive Academy, October 2011 – June 2012

Mississippi Development Authority's Environmental Technical Assistance Workshop, February 2012

John C. Stennis Institute of Government's YourTown MS Planning and Design Workshop, May 2011

Notary Public of the State of Mississippi, January 2010 – January 2014

Microsoft Office Suite: Word, Excel, PowerPoint, Publisher, Outlook

Adobe Acrobat and Adobe Reader XI

AFFILIATIONS & ACTIVITIES

Greenwood-Leflore County Chamber of Commerce 2016 Board of Directors, Member
Greenwood-Leflore County Chamber of Commerce 2013 Leadership Greenwood Class, Member
Greenwood-Leflore County Chamber of Commerce Bikes, Blues & Bayous Committee, Member
Greenwood-Leflore County Chamber of Commerce Agriculture Committee, Member
Greenwood-Leflore Young Professionals, Member and Past Membership Chairperson
Delta Regional Authority's Delta Leadership Network, Member
Itta Bena-Morgan City Rotary Club, Grants Chairperson and Past President
Junior Auxiliary of Greenwood, Alumni and Past Cotton Ball Auction Committee Co-Chairperson
Greenwood Mentoring Center, Volunteer
Delta Garden Club of Mississippi, Member and Past President
Pillow Academy Alumni Association, Member and Past Class Representative
Phi Delta Chapter of Chi Omega Sorority, Alumni
Morgan City Baptist Church, Member and Children's Sunday School Teacher

REFERENCES

References are available upon request.

Councilman Hill made a motion to approve the Green Tape Compliance, LLC for the City's HOME Investment Partnership Homeowner Rehabilitation and Reconstruction Application Services and, if awarded, Administrative Services 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 9-20-16)

Next for consideration was the Justice Assistance Grant for the South MS Metro Enforcement Team and to authorize the Mayor to execute related documents, as recommended by Kenny Johnson, Police Chief. Final reimbursement request has been submitted as recommended

Councilman Hill made a motion to authorize the Mayor to execute the Sub-grantee Closeout Form for the Multi-jurisdictional Narcotics Task Force Justice Assistance Grant 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 9-20-16)

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

The year-to-date revenue and expenditure reports for August 2016 were filed by Sherria Trosclair, Assistant Comptroller, and acknowledged by the Council.

The next item for consideration was the Supplemental Agreement #1 with Brown, Mitchell & Alexander, Inc. (BMA) regarding Right of Way (ROW) acquisition for Hospital Road project, as recommended by Jaci Turner, City Engineer. Preliminary review has been completed, and final review by MDOT is currently underway. The change reflects a decrease in overall maximum cost of \$13,546.00.

Councilman Hill made a motion to approve the Supplemental Agreement, contingent upon final MDOT approval, and authorize the City Manager to execute the related documents, as recommended. 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 9-20-16)

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

The following new business items were considered:

The first item for consideration was a letter of support for the Gulf Coast Shooting Range, as recommended by Jen Dearman, Community and Economic Development Director.

Additional information is spread on the minutes as follows:

HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-372-6851

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

September 20, 2016

Dr. Tyler Sexton and Shawn Panni
Pascagoula, MS

RE: Gulf Coast Shooting Range

Dear Dr. Sexton and Mr. Panni,

On behalf of the City Council of Pascagoula, I would like to express the City's support for your proposed new business, the Gulf Coast Shooting Range, on Market Street. Not only are you dedicated to gun safety and education for our community, but this project perfectly aligns with the City's vision of new development and revitalization on Market Street. We look forward to working with you as this project develops including future Council consideration of necessary Municipal Code modifications. Please feel free to contact me at (228) 938-6614 with any questions. Thank you.

Sincerely,

Harry J. Blevins
Mayor

Councilman Tipton made a motion to authorize the Mayor to execute a letter expressing the City's support for a proposed Gulf Coast Shooting Range as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE", Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to ratify a letter of support for Community Heritage Preservation Grant – Round 12 for the LaPointe-Krebs House Rehabilitation Project – Phase IV, as recommended by Eddie Williams, City Attorney.

Additional information is spread on the minutes as follows:

Harry J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE 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 Councilmember at Large

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6749

September 20, 2016

Board of Trustees
Mississippi Department of Archives and History
Historic Preservation Division
P.O. Box 571
Jackson, MS 39205

RE: Community Heritage Preservation Grant- Round 12 Letter of Support
LaPointe-Krebs House Rehabilitation Project- Phase IV

Dear Members of the Board of Trustees:

I would like to express the City of Pascagoula's support as a Certified Local Government for Jackson County's Community Heritage Preservation Grant Round 12 application for the LaPointe-Krebs House (aka the Old Spanish Fort). If awarded, this will be the fourth installment of Community Heritage Preservation grant funding received for this project. This funding has been vital to the repair and historically-accurate renovation of the house which has been determined to be over two hundred and fifty years old. The LaPointe-Krebs House is now considered the oldest standing structure in the Mississippi River Valley. The funding received to-date has made significant progress in stabilizing the structure. If this application is fully funded, the grant award will be used to complete the interior and exterior repairs needed in order for the home to once again be open to the public along with the newly re-opened LaPointe-Krebs Museum.

As you know, the LaPointe-Krebs House presents a unique view on French Colonial history, not only in Mississippi, but in the entire United States. The LaPointe-Krebs House is an irreplaceable asset in Pascagoula. We hope you will see the value in this living piece of history as we do and assist Jackson County and the LaPointe-Krebs Foundation in preserving it for future generations.

If you should have any questions, please feel free to call me at (228) 938-6614. Thank you for your consideration of this important request.

Sincerely,

Harry J. Blevins
Mayor

Councilwoman Simkins made a motion to authorize the Mayor to execute the letter of support for Community Heritage Preservation Grant – Round 12, LaPointe-Krebs House Rehabilitation Project – Phase IV, as recommended. 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 9-20-16)

Next for consideration was a request to approve Agreement with Interurban Housing Corporation for redevelopment of derelict property, as recommended by Eddie Williams, City Attorney.

AGREEMENT

THIS AGREEMENT is entered into the 11th day of August, 2016, by and between City of Pascagoula (hereinafter "City") and Interurban Housing Corporation (hereinafter "Developer").

WHEREAS, the Developer is the owner of certain real property located at 2306 Catalpa Avenue, Pascagoula, Mississippi, 39567 (hereinafter "subject property"); and

WHEREAS, the City passed a resolution on September 1, 2015, to demolish certain improvements on the subject property; and

WHEREAS, the Developer filed a notice of appeal of the resolution, with intentions of filing a bill of exception with the Circuit Court of Jackson County, Mississippi (the "Appeal"); and

WHEREAS, the Developer and City have agreed to certain terms and conditions that must be completed to resolve the Appeal for the Developer to construct other improvements on the subject property, and to avoid the demolition of the subject property.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confess, City and Developer agree intending to be legally bound as follows:

1. The City will provide the Developer a period of sixty (60) calendar days from August 11, 2016, (the "extension period") during which time the Developer will submit to the City preliminary site plans and floor plans for the division of the subject property into nine (9) town home units required to comply with the permitted use "SFR6" zoning for the subject property. The Developer is not required to submit complete architectural approved drawings or plans related to the same, and the City has agreed to review floor plans and site plans prepared by a draftsman and/or other appropriate party.

2. The parties agree that the extension period will expire on October 11, 2016, unless otherwise amended by written agreement of the City and Developer.
3. Within fifteen (15) days following the date upon which the City has approved the proposed site plans and floor plans, the Developer will make application for the required permits with the City to construct said town homes, and will pay all permits fees related thereto.
4. Within thirty (30) days of issuance of permits for construction by the City, the Developer will commence construction of the nine (9) town homes described herein.
5. Provided the foregoing matters are completed by the Developer, the City and Developer will jointly dismiss the Appeal precluding and prohibiting the demolition of the subject property as was previously resolved to occur.
6. In the event the Developer does not complete its requirements during the extension period, the Developer will agree to voluntarily dismiss the Appeal, so that the City may complete the demolition of the subject property.
7. Each party represents that it has been duly authorized to execute this agreement on behalf of the respective party.
8. This agreement shall be governed in accordance with the laws of the State of Mississippi.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed as an instrument on the day and year set out below, effective as of the 11th day of August, 2016.

THE CITY OF PASCAGOULA, MISSISSIPPI

DONOVAN SCRUGGS, City Planner

SIGNED BEFORE ME THIS _____ DAY OF AUGUST, 2016.

Notary Public
My Commission Expires: _____

(Seal)

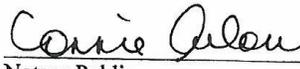
IN WITNESS WHEREOF, this Agreement has been executed as an instrument on the day and year set out below, effective as of the 11th day of August, 2016.

INTERURBAN HOUSING CORPORATION



By: ARTIE FLETCHER, President

SIGNED BEFORE ME THIS 19th DAY OF September ~~AUGUST~~, 2016.



Notary Public

My Commission Expires: life



(Seal)

Councilwoman Simkins made a motion to approve the Agreement with Interurban Housing Corporation and authorize Donovan Scruggs, City Planner, to execute on behalf of the City as recommended. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to approve Task Order No. 062 for public awareness effort for Market Street, as recommended by Jaci Turner, City Engineer. Some time was included in project-specific task orders, but it did not include the level of scope requested during this effort. This is described as Time and Materials charge rates, so the actual amount spent will depend on the amount of time and effort requested



1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568
Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com



PASCAGOULA
■
BILOXI
■
BAY ST. LOUIS

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

September 14, 2016

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

Re: Market Street Improvements Public Interaction
(C.E. Job #: 213-008.062)

Dear Ms. Turner:

Please find attached two (2) originals of Task Order No. 062 for your review and comment or approval. Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Vice President

GJD:kl

attachments

S:\Pascagoula\Projects\2013\213-008 CCP Misc Services\062 Market St Imprv Public Interaction\Doc\Eng-Owner Agreement\Letter Jaci Turner 9-14-16.doc

TASK ORDER No. 062
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Market Street Improvements Public Interaction

Owner to identify desired services:

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

Owner's General Description of Project: The consultant shall provide support to City staff for Public Presentations and Interaction. Presentations could include updated concept plans and opinion of costs.

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

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

Proposed Scope of Work:

1. CE shall provide technical support to City Staff for public presentation of proposed improvements and interaction with property owners and tenants interested in the proposed improvements through one-on-one site visits/meetings and public meetings.
2. CE shall provide a revised concept plan, one version, based on final determination of surface improvements by the City.

Timeline and Milestones: CE will begin work upon receipt of an executed agreement. CE will complete the services in a timely manner receiving direction from the City. Timeline is contingent on public meetings input, public request for information, and direction by City staff.

Cost and Method of Compensation:

1. CE shall provide the technical support services as described in Item 1 above on a time and material basis not to exceed \$25,000 based on CE's hourly rates in the general services agreement.
2. CE shall provide services as described in Item 2 above for a lump sum fee of \$2,500.00. Additional revisions or versions of the concept plan can be provided upon written request by the City for \$800 per revision (Revised drawings will take 3 to 5 days to produce).

The proposed professional services in this agreement exclude services associated with any right-of-way acquisition. It is the intent of the design to avoid the need for right-of-way acquisition. Should the design require additional rights-of-way then additional professional services shall be required via a separate agreement to prepare contract documents for bid and construction of the actual proposed improvements.

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

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated February 2, 2016.

CITY OF PASCAGOULA:
BY: _____
DATE: _____

CONSULTANT:
BY: [Signature]
DATE: 9/14/16

Councilman Jackson made a motion to approve Task Order No. 062 with Compton Engineering for increased scope due to public interaction related to the Market Street effort as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to approve Task Order No. 057 for preliminary design and permitting efforts associated with Market Street improvements at the railroad crossings, as recommended by Jaci Turner, City Engineer. Councilman Jackson requested to delay the consideration of this item until after #19 (Discussion of Market Street) was discussed.

The next item for consideration was an open discussion concerning options and determining what sections of Market Street and which configurations are ready for design to move forward, as presented by Jaci Turner, City Engineer.

The next item for consideration is an open discussion to determine which sections of Market Street that the City wishes to move forward along with a general guideline for roundabouts, traffic signals, 2-lanes, 4-lanes and bike lanes.

After a lengthy discussion, Councilman Tipton made a motion to keep Market Street as 4 lanes from Beach Boulevard to Telephone Road. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "NAY", Pickett "AYE", Simkins "NAY", Tadlock "NAY", and Tipton "AYE". (Approved 9-20-16)

The next item for consideration was a request to approve Task Order No. 057 for preliminary design and permitting efforts associated with Market Street improvements at the railroad crossings, as recommended by Jaci Turner, City Engineer. Permitting efforts can take considerable time and this take order gets that effort moving forward in anticipation of future construction in that area.

Additional information is spread on the minutes as follows:



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

PASCAGOULA
■
BILOXI
■
BAY ST. LOUIS

September 8, 2016

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

Re: Market Street Improvements AREA 6 –
Old Mobile Highway to Live Oak Avenue
(C.E. Job #: 213-008.057)

Dear Ms. Turner:

Please find attached two (2) originals of Task Order No. 057 for your review and comment or approval. Upon execution, please return one (1) original to our office for our files.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.


J. Byron Houston, P.E.
Project Engineer

JBH:kl

attachments

S:\Pascagoula\Projects\2013\13-008 COP Misc Services\057 Market St. Improv Area 6 Old Mobile to Live Oak\Docs\Eng-Owner Agreement\Letter Jacl Turner 9-8-16.doc

TASK ORDER No. 057
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

PROJECT NAME: Market Street Improvements AREA 6 – Old Mobile Highway to Live Oak Avenue

Owner to identify desired services:

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

Owner’s General Description of Project: The consultant shall provide design and construction documents for the approved conceptual design of Market Street Improvements Area 6 from a point no greater than 100’ south of Old Mobile Highway to a point no greater than 100’ south of Live Oak Avenue.

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

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

Proposed Scope of Work:

1. Compton Engineering (CE) shall provide design services to prepare construction documents to acquire permits from CSX Railroad and MSE Railroad for proposed improvements as shown on the attached Exhibit A “Proposed Market Street Improvements – Old Mobile Highway to Live Oak Avenue” . Thirty percent (30%) of the proposed total design shall be accomplished to submit the railroad permit application.
2. CE shall prepare and submit applications to permit utility, drainage, roadway, and pedestrian pathways to cross and abut CSX and MSE Railroads. The work does not include grade crossing designs and permitting.

Timeline and Milestones: CE will begin work within 30 days of receipt of an executed agreement. CE will complete the services within 180 days thereafter.

Cost and Method of Compensation:

1. CE shall provide 30% of the design services as described in Item 1 above for a lump sum fee based on a percentage of the construction cost from the fee curve 40/log C, whereas "C" is the construction cost. The estimated fee for design services to accomplish the permitting for CSX and MSE Railroads is \$29,807.00 based on an estimated cost of construction of \$1,623,820.00, less 5% for conceptual design under

Page 1 of 2

COMPTON ENGINEERING, INC.
GENERAL SERVICES AGREEMENT
213-008.057:

separate contract. The actual fee shall be adjusted based on the actual bid price for the proposed improvements at the time the contract is awarded by issuing an amendment to this agreement.

2. CE shall prepare and submit applications for permitting as described in Item 2 above on a time and material basis per the current General Services Consulting Contract for a not-to-exceed fee of \$10,000.00.

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

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated February 2, 2016.

CITY OF PASCAGOULA:
BY: _____
DATE: _____

CONSULTANT:
BY:  _____
DATE: 9-8-16

Councilman Jackson made a motion to approve Task Order No. 057 with Compton Engineering for preliminary design and permitting efforts relating to utility crossings under the rail rights-of-way on Market Street as recommended and authorize the City Manager to execute

the related documents. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-20-16)

The next item for consideration was requests for authorization to create a job description of Director of Residential and Business Recruitment (Item #20) and Director of Community Development and Business Retention (Item #21), as recommended by Valerie Moore, Human Resource Director.

Councilwoman Simkins made a motion to “TABLE” Items #20 and #21 until the Council meeting on October 18, 2016. 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 9-20-16)

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

ORDER

WHEREAS, the attached docket of claims for the period of September 2, 2016, through September 16, 2016, has been presented to the City Council for allowance and approval;

WHEREAS, the below claim numbers 08-12-01, 08-29-02 and 08-03 have also been presented to the City Council for allowance and approval:

<u>August 12, 2016</u>		<u>Claim # 08-12-01</u>
010	General Fund	\$ 475,104.44
400	Pascagoula Utilities	25,382.26
	Total	<u>\$ 500,486.70</u>
 <u>August 29, 2016</u>		 <u>Claim 08-29-02</u>
010	General Fund	\$ 462,287.29
400	Pascagoula Utilities	27,148.23
	Total	<u>\$ 489,435.52</u>

<u>Miscellaneous Claim</u>		<u>Claim 08-03</u>
1000	City Share FICA	\$ 47,804.47
1100	City Share Medicare	11,180.07
7000	City Share PERS	<u>124,284.31</u>
	Total	<u>\$ 183,268.85</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 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 20th day of September, 2016.

Councilman Pickett made a motion to close the meeting to determine the need for an executive session. 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".

Councilwoman Simkins made a motion to go into executive session for the purpose of discussing potential litigation with Knowles Construction Co. and Section 42 issues and a personnel matter. 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", after which the Mayor announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

During executive session and after comments from Eddie Williams, City Attorney, Mayor Blevins made a motion authorizing the City Attorney to make counteroffer to Knowles Construction Co. 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 9-20-16)

Councilman Jackson made a motion to authorize Eddie Williams, City Attorney, to work in conjunction with the Pascagoula-Gautier School Board concerning the Section 42 issue. 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 9-20-16)

Councilman Hill made a motion to end the executive session and return to open session. 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".

There being no further business to come before the Council tonight, Councilman Jackson made a motion to recess until Monday, September 26, 2016, at 11:00 a.m. to transact such business as may lawfully come before the Council. 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".

The meeting ended at 8:46 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Karen Kennedy, Asst. City Clerk