

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, MAY 3, 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 regular meeting on Tuesday, May 3, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

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

City Manager Joe Huffman
City Attorney Eddie Williams
City Clerk/Comptroller Robert J. Parker
Chief Deputy City Clerk Carol Groen

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

Councilman Hill read and presented Darcie Crew, Parks & Recreation Director, with a Proclamation for Bike Month.

The Proclamation is spread on the minutes as follow:

Proclamation

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, we encourage everyone to explore the joys of bicycling during the month of May through educational programs, races, commuting events, or just getting out and going for a ride; and

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on Pascagoula's economy and tourism industry and to stimulate economic development by making our City attractive to businesses and citizens who enjoy the outdoors and healthy lifestyles; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, National Bike Month was first declared in May of 1956; and

WHEREAS, the League of American Bicyclists, Bike Walk Mississippi, bicycle clubs, schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the country will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2016; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users;

NOW, THEREFORE, I, Harry J. Blevins, do hereby proclaim month of May 2016 as

Bike Month

in the City of Pascagoula and do hereby recognize May 2016 also as National Bicycle Safety Month, May 4th as National Bike to School Day, the week of May 16 - 20, 2016, as National Bike to Work Week; and May 20th as National Bike to Work Day, and do hereby urge all who support bicycling to participate in the events planned and urge all road users to share the road safely with bicyclists.

Harry "Jim" Blevins, Mayor

Joe Huffman, City Manager, stated the Pascagoula Athletic Foundation has requested a sponsorship for the Hall of Fame Banquet. The silver sponsorship in the amount of \$1,500.00 will be advertising the resources of the City.

Councilwoman Simkins made a motion to approve a silver sponsorship for \$1,500.00 for the Hall of Fame Banquet 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 5-3-16)

Council Opening Remarks:

Councilman Jackson stated that ANOLA – The Legend of Singing River was great.

ADDRESS THE COUNCIL:

David Anderson, owner of Andersons Bakery, 2033 Market Street, addressed the Council with concerns and questions regarding Market Street. After comments, Mayor thanked Mr. Anderson for coming tonight.

Lynae Jacobs addressed the Council with concerns and questions regarding Market Street. Ms. Jacobs stated that she has a petition with 859 signatures which were collected online and in various stores. The petition was presented to Joe Huffman, City Manager. The Mayor thanked Ms. Jacobs for coming tonight.

PUBLIC HEARINGS – RESOLUTIONS FOR PROPERTY CLEANUP:

A public hearing for property cleanup was held at this time for 1812 Prospect. Donovan Scruggs, City Planner, gave a status report on the property which has had a partially burned house on it since 2013 and recommended demolition of the property. Esther Batiste, homeowner,

addressed the Council on the property and requested additional time. Richard McBride and Walter Payne stated they wanted to help the owner with her house to keep it from being torn down. The Council agreed to adopt the Resolution to move forward and give the homeowner 45 days to show that work is being done on the house.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated April 5, 2016, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., May 3, 2016, to determine whether the parcels listed are in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

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

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

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

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

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

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41780045.150 1812 Prospect	Esther Batiste P.O. Box 8041 Moss Point, MS 39562 AND Ashley Batiste 1623 Poppes Ferry Road C112 Biloxi, MS 39532	Deed Book 1691, Page 353 and Deed Book 1772, Page 852

The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Tipton, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 3rd day of May, 2016.

A public hearing was then held for property cleanup at 4813 Chateau Drive. Donovan Scruggs, City Planner, gave a status report on the property which has had a burned house on it since March 2013. The property owner was not in attendance. His staff also recommended demolition.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated April 5, 2016, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., May 3, 2016, to determine whether the parcels listed are in such a state of uncleanness as to be a menace to the public health and safety of the community; and

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

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

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

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

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

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

41330145.000
4813 Chateau

Hoyt K. Evans
4813 Chateau Drive
Pascagoula, MS 39581

Deed Book 594, Page 286

AND

Paulette E. Evans
4813 Chateau Drive
Pascagoula, MS 39581

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 3rd day of May, 2016.

The consent agenda was considered at this time:

Joe Huffman, City Manager, requested that Item #21 be removed from the consent agenda and considered separately.

The first items for consideration were the minutes of the recessed regular Council meetings of April 19 & 26, 2016, as recommended by Carol Groen, Chief Deputy City Clerk.

Councilman Tipton made a motion to adopt and approve minutes of the recessed regular Council meetings of April 19th & 26th, 2016, as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 5-3-16)

Minutes of the Strategic Plan Steering Committee meeting of March 17, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Mayor's Youth Council meeting of April 11, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Redevelopment Authority meeting of March 10, 2016, were acknowledged by the Council.

The next item for consideration was a Resolution placing a lien on 3611 Frederic Street in the amount of \$4,100.00 for the cost of cleaning as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

RESOLUTION

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, this City Council heretofore adjudicated, after lawful notice and hearing, that the parcel of land described hereinafter was in such a state of uncleanliness as to be a menace to the public health and safety of this community and authorized the parcel to be cleaned by the City; and

WHEREAS, the parcel has been cleaned by the City; and

WHEREAS, it is hereby adjudicated that the amount set opposite the parcel listed hereinafter is the actual cost of cleaning of the parcel;

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

SECTION 1. That the parcel of land listed below, which is described by reference to the deed recorded at the appropriate page in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning of the parcel appearing opposite.

SECTION 2. That this amount is hereby declared to be an assessment and lien against the parcel listed below, which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgments are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the lien in the manner provided by law for the sale of land for delinquent taxes, to wit:

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>	<u>Cost of Cleaning</u>
41700422.000 3611 Frederic	Charles J. Petty, III 3718 Riverwood Drive Moss Point, MS 39563 AND Marguerite A. Colle 3718 Riverwood Drive Moss Point, MS 39563	Deed Book 1193, Book 823	\$4,100.00

(Footnote 1)

PARTIES WITH INTEREST

Footnote 1: - Beatrice Overby, 65 Fairwood Drive, Ocean Springs, MS 39564

The above Resolution was introduced by Councilman Tipton, 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 3rd day of May, 2016.

The next item for consideration was an Ordinance to amend Article III to add a new Division 5 – Public Defender, as recommended by Eddie Williams, City Attorney.

The Ordinance is spread on the minutes as follows:

ORDINANCE 5-2016

AN ORDINANCE TO AMEND ARTICLE III. OFFICERS AND EMPLOYEES, OF THE CODE OF THE ORDINANCES OF THE CITY OF PASCAGOULA, TO ADD A NEW DIVISION 5. PUBLIC DEFENDER; TO CREATE THE OFFICE OF PUBLIC DEFENDER; TO PROVIDE FOR HIS APPOINTMENT BY THE CITY COUNCIL; TO PROVIDE FOR HIS COMPENSATION; TO PROVIDE THE DUTIES OF THE OFFICE; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA AS FOLLOWS:

Section 1. Chapter 2. Administration, of the Code of Ordinances of the City of Pascagoula, Article III. Officers and Employees is amended as follows:

DIVISION 5. PUBLIC DEFENDER

Section 2-119. Office created.

There is hereby created the office of public defender for the municipal court of the city of Pascagoula.

Section 2-120. Appointment.

The public defender shall be appointed by the city council and shall serve until a successor shall be appointed and qualified.

Section 2-121. Compensation.

The public defender shall receive such compensation as the city council may from time-to-time fix by ordinance or resolution as may be recommended by the city manager or his designee.

Section 2-122. Duties.

The public defender shall represent all indigent defendants appearing before the municipal court as ordered and directed by the judge of the municipal court after an indigence determination has been made. The public defender shall also represent such indigent defendants on all appeals taken from any

misdemeanor convictions or other actions of the court, but only in those cases where incarceration has been ordered. The public defender shall also represent indigent defendants charged with felonies in the municipal court at the initial preliminary hearing, provided such indigent defendants have not posted bond at the time of the preliminary hearing. There shall be no duty of the public defender to represent indigent defendants charged with felonies in the municipal court beyond the preliminary hearing. The public defender shall also perform such other duties as the judge of the municipal court may from time-to-time direct in keeping with his official duties.

Section 2. Inasmuch as the creation of the office of public defender in municipal court is being done in an effort to afford due process and equal protection of the law to indigent defendants appearing before the court on a daily basis, this ordinance shall take effect upon passage.

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

Passed this the 3rd day of May, 2016.

APPROVED:

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

APPROVED:

/s/ Carol Groen
Carol Groen, Chief Deputy City Clerk

(S E A L)

The next item for consideration was an Order to determine whether certain parcels of land are in such a state of uncleanness as to be a menace to the public health and safety of this community as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

ORDER

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

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

THEREFORE, IT IS ORDERED that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on June 7, 2016, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanness as to be a menace to the public health and safety of this community.

The above Order was introduced by Councilman Tipton, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 3rd day of May, 2016.

The next item for consideration was a request to apply for the 2016 Bullet Proof Vest Grant as recommended by Aleta Raley, Grants Administrator. The application will be for approximately \$4,000.00, and there is a 50% match which will come from drug forfeiture money.

Councilman Tipton made a motion to approve the request to apply for the 2016 Bullet Proof Vest 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 5-3-16)

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

The next item for consideration was a request to approve the Memorandum of Understanding (MOU) for the 2016 Urban Youth Corps grant with MDOT as recommended by Jen Dearman, Community and Economic Development Director. The total project cost is \$43,750.00. The grant is \$35,000.00 and the funding source requires a 20% match, making the City's contribution \$8,750.00. The match is allocated from the Parks & Recreation Department budget.

The MOU is spread on the minutes as follows:

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF PASCAGOULA

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Pascagoula, Jackson County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2016 Urban Youth Corps program for citywide beautification and maintenance of routes functionally classified as minor collectors or on Federal Aid system including tree planting, landscaping and new welcome sign along Highway 90, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

WHEREAS, the LPA shall not receive reimbursement IF any information regarding the Urban Youth Corps or information pertaining to the funding by the Urban Youth Corps is released to the press without the written approval by MDOT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;

- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.
- (s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2016. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or

abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) **Compliance with Regulations:** The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) **Nondiscrimination:** The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) **Solicitations for Subcontract, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

- (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF _____,
(City)

LOCATED IN THE COUNTY OF _____,

MAYOR DATE

Authorized on the ____ day of _____, 2016, Minute Book ____, and Page No. __.

ATTEST: _____

**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT
OF TRANSPORTATION**

EXECUTIVE DIRECTOR DATE

Authorized on the ____ day of _____, 2016, Minute Book _____, and Page No. _____.

ATTEST: _____
Secretary, Transportation Commission

Councilman Tipton made a motion to approve the MOU with MDOT for the 2016 Urban Youth Corps grant and authorize the Mayor to execute the related documents as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 5-3-16)

The next item for consideration was the Neighbors Helping Neighbors Application (May 2016 Funding Cycle) requesting \$2,500.00 for the Historic District Project as recommended by Jen Dearman, Community and Economic Development Director. The City will match \$318.00 from the Community and Economic Development Department budget. The total project cost is \$2,818.00.

The application is spread on the minutes as follows:

Pascagoula Historic District

City of Pascagoula – Application

Singing River Electric Power Association – Neighbors Helping Neighbors Community Grant Programs

Organizational Information

Organization Name: City of Pascagoula

Location: City of Pascagoula

Contact: Jen Dearman, Community and Economic Development Director

Address: P.O. Drawer 908, Pascagoula, MS 39567

Phone: 228-938-6651

Fax: 228-938-6637

Email: jdearman@cityofpascagoula.com

Organization Description

Incorporated in 1904, the City of Pascagoula is rich in maritime heritage. The community reflects the built environment over time as the maritime industry expanded and contracted. The City has long recognized the opportunities its heritage presents for education and community and economic development. As a result, an investment was made in the historic built environment and restoration of historic assets. The Historic Pascagoula Bike Trail and the Historic Pathway highlight coastal culture heritage and the City's oldest homes and sites. The Pascagoula River Environmental Trail raises awareness of the Pascagoula Indians that once inhabited its shoreline. The Round Island Lighthouse welcomes visitors and residents in the City's gateway. The La Pointe-Krebs House and Museum are currently under restoration and development respectively.

Over the past four years, the City lost six National Historic Registry contributing homes within its historic districts. The historic districts are listed on the National Register of Historic Places and include: Krebsville, Orange Avenue and the International Shipbuilding Company Employee Housing. The Krebsville Historic District includes 131 contributing resources built between 1883 through 1962. The Orange Avenue District includes twenty-three contributing resources built between 1880 through 1945. The International Shipbuilding Housing District includes ninety-one contributing resources built between 1918 through 1925.

Project Description

Pascagoula seeks \$2,500 from the Singing River Electric Power Association (SREPA) Neighbors Helping Neighbors Grant for the Pascagoula Historic District Project. This project will promote the City's historic neighborhoods for residents and visitors alike. It will provide a geographic identification of the historic districts boundaries for pedestrians and motorists where they may visit and enjoy the City's historic districts.

The Pascagoula Historic Preservation Commission will work with a graphic designer to develop concept logos and signs. The Commission will develop educational information on each historic district. A survey will also be developed which will include the opportunity for the public to vote on the proposed historic district logos and signs. The educational information and survey will be distributed two ways. First, a flyer will be distributed through the City's utility bills to 6,800 businesses and homes. Second, the City's digital media will be utilized to make historic district specific posts and solicit survey responses. The Historic Preservation Commission's webpage will feature the survey and historic district information as well. The winning sign and logo will be utilized in all three historic districts. Ten signs will be placed within each district for a total of thirty signs.

Project Goals

The primary goal of the Pascagoula Historic District Project is to increase public awareness of historic preservation to develop a connection between people and the community's historic assets. It is envisioned that the Project will foster community pride and create a City-wide dialogue about the historic assets. The historic district signage will communicate the geographical boundaries of the historic districts. The target recipients are the 22,392 citizens who live in Pascagoula and the 15,000 daily commuters.

Means of Measuring and Evaluating Program

The Project will be measured by the number of historic signage votes received. Thirty historic district signs will be installed. The historic dialogue will be measured through Facebook comments left on individual posts that highlight each historic district.

Project Design and Implementation Team

Jen Dearman, Community and Economic Development Director, will be the Pascagoula Historic District Project Manager. Ms. Dearman was the project manager for the Round Island Lighthouse Restoration. She provides guidance to the Pascagoula Historic Preservation Commission. She also oversees the Historic Pascagoula Bike Trail and the Pascagoula Historic Trail.

Project Timeline

Project Period	Implementation Activity
July – September 2016	Design of Historic District Signage
October -December 2016	Make Historic District Informational Facebook Posts and Solicit Quotes for the Historic District Signage
January – March 2017	Order and Install Historic District Signage

Project Budget

The total program need would be met 89% by the Neighbors Helping Neighbors Grant. Please see the attached quote.

Item	Qty x Price Per	NHN Grant	City Funds	Total Item Amount
Signage an Logo Design	1 x \$500	\$250	\$250	\$500
Historic District Signage	30 x \$75	\$2,250	\$0	\$2,250
Utility Flyer Copies	6,800 x .01	\$0	\$68	\$68
Total:				\$2,818

Past Partnerships with Singing River Electric Power Association

SREPA has partnered with Pascagoula on murals, the Arts on the Avenue gallery refurbishment, and a Round Island Lighthouse sponsorship. The City is grateful for the previous partnerships and is thankful for the opportunity to apply for the Pascagoula Historic Districts Project.

Councilman Tipton made a motion to approve the Neighbors Helping Neighbors Application as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 5-3-16)

The next item for consideration was a request to add property add 2301 Beach Blvd. Property Addition to the Grounds Maintenance contract with Turf Masters Lawn Care, Inc., Pascagoula, MS, as recommended by Darcie Crew, Parks and Recreation Director. The cost will be \$89.00 per cut and it will be 20 times per year for a total additional amount of \$1,780.00. The total contract amount will be \$724,709.43.

Councilman Tipton made a motion to approve the addition of property at 2301 Beach Blvd. to the Grounds Maintenance contract with Turf Masters Lawn Care, Inc., 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 5-3-16)

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

The next item for consideration was a request to amend the existing contract with Orion Planning and Design and increase it by \$10,000.00 for an additional corridor study and analysis for the Comprehensive Plan to include Market Street as recommended by Donovan Scruggs, City Planner.

The contract is spread on the minutes as follows:

Scope of Services and Fee Estimate

Market Street Corridor Mini-Charrette Facilitation and Consulting

Orion Planning+Design and Alta Planning will assist the City of Pascagoula in conducting a 1.5 day mini-charrette to study options for enhancements to Market Street between Beach Boulevard and Kenneth Avenue. It is anticipated that options to be considered will include gateway treatments, enhanced pedestrian and bicycle facilities, streetscape concepts, and road and/or lane diets to create space for parking, bicycle, and pedestrian facilities. The options will be guided by the principles of Complete Streets with the goal of moving people, and not just cars, in the corridor while creating a proper identity tie between the beach and Highway 90. The work will begin with the concepts already developed by the City and build on those.

Specific tasks are outlined as follows:

Task 1 – Review Existing Condition Data

Team will review the provided existing studies to include traffic counts and roadway configuration (provided by the Client, GIS preferred), as well as any information the Client deems pertinent to discussions in preparation for the onsite charrette.

Client responsibilities: Provide all available traffic data and studies that include the Market Street corridor, including scaled concept plans developed in-house for Market Street as well as the base maps used to develop the concept.

Task 2 – Corridor Tour and Mini-Charrette with City Staff

Team will attend and facilitate a 1.5-day charrette with City staff in Pascagoula during the originally-scheduled stakeholder session week to review the corridor and surroundings and provide an on-site assessment of the roadway, frontages, and access, as well as the concept developed by the City. In addition, we will facilitate a mini-charrette with City staff centered on refining enhancement options for Market Street, geared toward creating a Complete Street on the corridor. We will work with the design team to generate sketches of potential corridor enhancements, cross sections, and up to three photo-simulations of proposed corridor enhancements. The enhancements are intended to rebalance the corridor for all modes of travel while creating a corridor that is ready for “pre-investment” and friendly for all modes of transportation. At the conclusion of the work session, team will develop a Powerpoint outlining recommendations and present at the conclusion of the second charrette day.

The team will also assist in input facilitate and initiate development character and land use assessment in the corridor. This analysis will assure that Market Street design will support and be supported by future development and redevelopment along Market Street. The analysis will also provide initial data input into the comprehensive plan process and assure compatibility of the two project.

Deliverable: Charrette sketches and photosims; PowerPoint show summarizing the two-day session and recommendations.

Task 3 – Annotated Powerpoint Deliverable

At the conclusion of the work session, team will annotate the Powerpoint, outlining options and recommendations, as well as next steps for further developing a preferred concept for the corridor and implementation. The narrative will convey in text the rationale behind the graphics developed at the charrette to articulate the outcome and recommended path forward.

Deliverable: Annotated Powerpoint outlining summary of recommendations for Market Street and strategy for moving the concept forward in the implementation process.

Schedule of Fees and Charges

Task	Fee
Task 1 Review and Prep	\$750
Task 2 Mini-Charrette (Alta)	\$4,500
Task 3 Character and Development Assessment in support of Market Street (Orion)	\$4,000
Task 3 Annotated Powerpoint	\$750
Total Labor	\$10,000

Labor will be billed on a lump sum basis according to the schedule above, to be billed monthly on a percent complete basis. Direct expenses related to travel will be billed in addition to the fees at cost.

Councilman Tipton made a motion to approve the amendment and the increase by \$10,000.00 to the existing contract with Orion Planning and Design for the Comprehensive Plan to include Market Street 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 5-3-16)

The next item for consideration was a request to approve Task Order #3-Amendment No. 2 with Brown, Mitchell & Alexander, Inc., to increase the contract by \$19,959.00 to adjust for additional scope and time associated with previously approved change orders to the construction contract as recommended by Jaci Turner, City Engineer. The adjustment will be funded with bond proceeds.

The Task Order #3-Amendment No. 2 is spread on the minutes as follows:

TASK ORDER No. 3 (AMENDMENT NO. 2)
CITY OF PASCAGOULA GENERAL SERVICES CONTRACT

ORIGINAL

PROJECT NAME: Cherokee Drive Neighborhood Infrastructure Improvements

Owner to identify desired services:

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

Owner's General Description of Project: _____

DETAILED SCOPE OF WORK, SCHEDULE AND COST:

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

Proposed Scope of Work: Topographic Survey, prepare construction documents, perform bidding and construction phase services for the Cherokee Drive Neighborhood. A detailed scope is attached (See Exhibit A) and is based upon proposed upgrades prepared by City of Pascagoula Public Works Department.

Timeline and Milestones: Final construction documents will be completed by December 31, 2014. Once Topographic Survey is completed, milestone schedule will be prepared to allow for intermediate reviews.

Cost and Method of Compensation (Lump Sum or Hourly Rates): Combination (See attached Exhibit B) \$234,400.00 Design fee is based on 4.8% of estimated construction cost and will be recalculated after bids are received. Construction Administration is based on an anticipated work schedule of 150 days and will be revised when final construction time is determined.

AMENDMENT NO. 1: Combination (See attached Exhibit B) \$ 286,256 Design fee is based on 4.8% of estimated construction cost (Actual Bid: \$2,115,757). Construction Administration is based on anticipated work schedule of 275 days per Contract Documents.

AMENDMENT NO. 2: Combination: Add \$19,959.00 for a total revised fee of \$306,215.00. Revised Design fee based on actual construction cost (To Date: \$2,606,385.00).

BS 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 2/5/2013, Amendment No. 1 dated 1/15/14, and Amendment No. 2 dated 2/4/15.

CITY OF PASCAGOULA:

BY: _____

DATE: _____

CONSULTANT:

BY: Bjimi Smith

DATE: 4/27/16

Councilman Tipton made a motion to approve Task Order #3-Amendment No. 2 with BMA, Inc., to increase the contract by \$19,959.00 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 5-3-16)

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

The next item for consideration was Amendment No. 3 to the contract with Brown, Mitchell & Alexander, Inc., for the Hospital Road Improvements Project to adjust the scope and fees of the contract to reflect the revision of the intersection at Hospital Road & Old Mobile Highway to a roundabout as recommended by Jaci Turner, City Engineer. There are additional design services associated with the intersection and lighting, but a reduction regarding sewer work. Local Match for this project is being funded with bond proceeds.

The Amendment is spread on the minutes as follows:



BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

www.bmaengineers.com

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612
fax 228-864-7676

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612
fax 228-436-7676

AMENDMENT NO. 3

To the Standard Form of Agreement for Design Services between

City of Pascagoula, Mississippi

&

Brown, Mitchell & Alexander, Inc.

Hospital Road Improvements Project

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 6th day of November, 2012, between the City of Pascagoula (Owner) and Brown, Mitchell & Alexander, Inc. (Engineer), providing for Professional Engineering Services relative to the design and construction of improvements to Hospital Road. The scope of the Agreement is amended or supplemented as indicated below:

1. Add C4.02.11: *Roundabout Design for Hospital Road* to the contract under EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER for a **lump sum amount equal to \$17,900.00** for these additional services. The Roundabout Design has been requested to be added to the Project by the Pascagoula City Council.
2. Add C4.02.12: *Lighting Design for Roundabout for Hospital Road* to the contract under EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER for a **lump sum amount equal to \$3,000.00** for these additional services.
3. Delete C4.02.4: *Project Sewer Design* from the contract as that work will not be performed under this contract. **Reduce** total fee under EXHIBIT C, ARTICLE 4 – PAYMENTS TO THE ENGINEER by a **lump sum amount of (\$3,500.00)**.

Total revised contract amount due to above addition is **\$228,000.00**.

This AMENDMENT 3 is hereby made a part of and incorporated into the original Agreement, dated November 6, 2012, as though originally included therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, as of this day of _____, 2016.

OWNER:
City of Pascagoula

ENGINEER:
Brown, Mitchell & Alexander, Inc.

Joseph Huffman
City Manager



Dax Alexander, P.E.
President

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

401 Cowan Road Suite A
Gulfport, MS 39507

O:\Vorrle\ProjectFiles\3334 Hospital Road (Pascagoula)\Amendment 3 Roundabout.doc

Councilman Tipton made a motion to approve Amendment No. 3 to the contract with Brown, Mitchell & Alexander, Inc., for the Hospital Road Improvements Project 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 5-3-16)

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

The next item for consideration was a request for approval to award the contract for Drainage Improvements - 1020 Eastwood Street to the lowest and most responsible bidder, DNA

Underground, LLC, as recommended by Jaci Turner, City Engineer. This action includes rejecting the low bid from AlaMiss Construction, Inc., as incomplete and nonresponsive. The bid award is for \$138,700.00 and would be funded with bond proceeds.

Councilman Tipton made a motion to approve awarding the contract for Drainage Improvements – 1020 Eastwood Street to the lowest and most responsible bidder, DNA Underground, LLC, in the amount of \$138,700.00 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 5-3-16)

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

The next item for consideration was a request to approve for Contract Rider #3 with KONE Elevator to add the parking garage elevator to the existing contract for elevator maintenance in the amount of \$275.00 per month as recommended by Jaci Turner, City Engineer.

The rider is spread on the minutes as follows:



February 10, 2016

City of Pascagoula
P.O. Box 1385
Pascagoula, MS 39568

Subj: Contract Rider # 3 to Elevator Maintenance Agreement # 40102595
Pascagoula Police Station
611 Live Oak Street
Pascagoula, MS 39568

Object: Add City Garage elevator to existing contract

Effective date: February 15th, 2016

Price: \$275.00 per month

Sincerely,
KONE Inc.

Kerry Dupree
Service Sales Executive

Acceptance by City of Pascagoula

Approved by KONE Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Councilman Tipton made a motion to approve Contract Rider #3 with KONE Elevator as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 5-3-16)

The next item for consideration was a request to accept the resignation of Terri Scott from the Recreation Commission, effective April 25, 2016, and appoint a new member to the Recreation Commission as recommended by Darcie Crew, Parks and Recreation Director.

Councilman Tipton made a motion to accept the resignation of Terri Scott from the Recreation Commission and appoint a new member to the Recreation Commission 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 5-3-16)

Minutes of the Historic Preservation Commission meeting of March 23, 2016, were acknowledged by the Council.

The next item for consideration was approval to award the contract for Drainage Improvements – Desoto Bridge Replacement to SCI, Inc., in accordance with the engineer’s recommendation, in the amount of \$391,224.52 as recommended by Jaci Turner, City Engineer. This project will be funded with bond proceeds.

Councilman Tipton made a motion to approve awarding the contract for Drainage Improvements – Desoto Bridge Replacement to SCI, Inc., in the amount of \$391,224.52 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 5-3-16)

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

The next item for consideration was a Resolution authorizing participation of City employees and use of City resources in the promotion of the National Day of Prayer as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING PARTICIPATION OF
CITY EMPLOYEES AND USE OF CITY RESOURCES IN
THE PROMOTION OF THE NATIONAL DAY OF PRAYER**

WHEREAS, the National Day of Prayer is an annual event which has heretofore been supported by the City of Pascagoula; and

WHEREAS, the City has received a request from the organizers of the even for assistance in creating the brochure for the National Day of Prayer which is scheduled for May 5, 2016; and

WHEREAS, the production and copying of the brochure is considered by the Council to be a method for advertising the resources of the City and bringing to favorable notice the opportunities and possibilities within the City, as well as being in support of a very worthy cause; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1: The City Manager is authorized and directed in his discretion, to assign personnel to assist the organizers of the National Day of Pray with their request for the creation and printing of a brochure for the event presently scheduled for May 5, 2016.

SECTION 2: The City Manager, or his designee, is authorized to allow the use of City resources for this effort and as a means of advertising the resources of the City for a proper municipal purpose.

SECTION 3: No overtime compensation shall be allowed for participation by the City staff in this effort.

SECTION 4: The total costs of staff time and resources devoted to this effort shall not exceed the sum of \$1,000.00.

The above Resolution was introduced by Councilman Tipton, 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 3rd day of May, 2016.

The following new business items were considered at this time:

Eddie Williams, City Attorney, stated the first item for consideration was a request to award the contract for the Pascagoula Beachfront Promenade, Phase II Project, to the lowest responsive bidder, M&D Construction Co., Inc., Moss Point, MS, in accordance with the

engineer's recommendation, and contingent upon agency approval, as recommended by Jaci Turner, City Engineer. The recommendation includes the total base bid plus all alternates, for a total bid award of \$2,676,335.76, which will be funded through NRDA grant proceeds.

Councilman Pickett made a motion to approve awarding the contract for the Pascagoula Beachfront Promenade, Phase II Project, to M&D Construction Co., Inc. in the amount of \$2,676,335.76 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 5-3-16)

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

(Councilman Tipton left the meeting at 7:12 p.m.)

The next item for consideration was advertising the resources of the City through the Pascagoula High School Cheerleader Team for a \$120.00 single spaced ad sponsorship as recommended by Eddie Williams, City Attorney.

Councilman Tadlock made a motion to approve advertising the resources of the City through the Pascagoula High School Cheerleader Team for a \$120.00 single space ad sponsorship 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 5-3-16)

(Councilman Tipton returned to the meeting at 7:17 p.m.)

Next for consideration were proposed conceptual design revisions to the Central Business District, including possible expansion and tiered benefits, as recommended by Jen Dearman, Community and Economic Development Director. A question and answer session followed. After comments, Councilwoman Simkins requested more time to review the proposal. This item was continued until the meeting of May 17, 2016.

The next item for consideration was a request to approve a Memorandum of Understanding (MOU) between the City and Bruce Linton, DBA Lighthouse Marina, for the operation and maintenance of a marina and restaurant as recommended by Jen Dearman, Community and Economic Development Director.

The MOU is spread on the minutes as follows:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PASCAGOULA, MISSISSIPPI, AND BRUCE LINTON, DBA LIGHTHOUSE MARINA FOR THE OPERATION AND MAINTENANCE OF A MARINA AND RESTAURANT NORTH OF THE HIGHWAY 90 BRIDGE IN THE CITY OF PASCAGOULA, MISSISSIPPI, AND ADJACENT TO THE CITY'S LIGHTHOUSE PARK.

The parties to this Memorandum of Understanding (MOU) are the City of Pascagoula (City) and Bruce Linton, dba Lighthouse Marina (Linton), who proposes to open and operate an establishment known as "Lighthouse Marina" (Marina) to be located in what was formerly known as "Blodgett's Slip" just north of the Highway 90 Bridge in the City of Pascagoula, Mississippi, and adjacent to Lighthouse Park. In order for Linton to open and operate the

establishment, it is necessary for the duties and obligations of Linton and the City to be set out in a written agreement. For this purpose, the parties do hereby covenant, contract and agree as follows:

1. Linton proposes to operate the Marina on a twenty-four-hour-a-day seven-day- a-week basis primarily for the benefit of recreational boaters and for the general public. In conjunction with the Marina, Linton also proposes to operate a restaurant, bait and tackle shop to be situated on barges secured to pilings at the location immediately north of the Highway 90 Bridge (Site).
2. Linton shall be responsible for procuring any and all permits needed for the operation of the Marina and its attendant facilities. Copies of the permits shall be furnished to the City prior to the opening of the business. Linton shall likewise be required to obtain approval from the City's Planning and Building Department for all structures and amenities to be located at the Site. No business operations shall commence until all permits and approvals have been obtained.
3. Linton shall be responsible for obtaining insurance on any and all structures that he plans to locate at the Site, including any barges or vessels upon which the facilities may be constructed. In addition to general liability insurance, Linton shall also purchase insurance sufficient to cover the structures, docks, wharfs, slips and any other insurable property located at the Site and shall furnish proof of such coverage to the City. Linton shall also maintain such Workers Compensation insurance as may be required by State law. Linton agrees that he will maintain the insurance coverages in place at all times during the term of this MOU and shall notify the City at least thirty days in advance of his intent to terminate any of the aforesaid insurance policies.
4. Linton shall assume responsibility for the maintenance and upkeep of all structures to located at the Site and shall keep the same in good repair and in safe operating condition. To this end, Linton agrees that the City, upon reasonable notice being given, shall be allowed at any time during the term of this MOU to inspect the property for compliance with all codes and approvals. The City covenants and agrees that such inspections will be conducted in such a way that the same will not interfere with the operation of Linton's business.
5. Linton shall be responsible for constructing any access needed for the public to enter upon his business premises. In this regard, Linton shall comply with all federal, state and local laws, ordinances, rules and regulations regarding access pursuant to the Americans With Disabilities Act. Linton further acknowledges that the City is an equal opportunity employer and has strict policies prohibiting discrimination based upon age, sex, gender, gender identity or marital status. Linton agrees to be bound by such policies so long as his business is in operation pursuant to this MOU.
6. Attached hereto and incorporated herein by reference, is a copy of the City's Mississippi Department of Transportation (MDOT) permit for the use of the property known as "Lighthouse Park". Inasmuch as Linton's Marina shall be adjacent to and touch upon the Park area, Linton agrees to be bound by the terms and conditions set forth in the attached MDOT permit.

7. Linton further covenants and agrees that he will not allow any type of illegal, immoral, or unsafe conduct to take place upon the premises and that should he discover such activity is in fact being conducted, he will take all steps necessary to make sure that such activity ceases, including but not limited to reporting the same to appropriate law enforcement agencies, or any state agencies having an interest in, or control over, Linton's activities at the Site. Linton shall immediately notify the City of Pascagoula, the Mississippi Department of Environmental Quality, Jackson County Office of Emergency Services, Department of Marine Resources and the U.S. Coast Guard should any event occur that poses an environmental or marine hazard as a result of his operations at the Site. This includes but is not limited to fires, improper disposal of waste, fuel spills or any other activity that would have an adverse impact on the marine environment or pose a danger or threat to the safety and well-being of any individuals in the vicinity of Linton's operations.
8. Linton agrees that, should a named storm enter the Gulf of Mexico, he will, without regard to any forecast as to the potential landfall of the named storm, make all preparations necessary to secure or remove any vessels from the Site for safe storage pending the outcome of the storm. To this end, Linton agrees to abide by any directives from the City, the Jackson County Office of Emergency Services, or any other state agency, directing operations to be undertaken by him to secure the property in the event of landfall of the named storm.
9. The City agrees to furnish water and sewer service to the Site. The services shall be furnished and provided for the customary charges normally assessed to any other user of the City's utilities. All water consumption and sewer discharges from Linton's Marina and restaurant shall be metered and the same shall be billed to Linton as is customarily done with respect to any other users of the City's utilities.
10. The City's point of contact for emergencies shall be the City of Pascagoula Police Department at 228-762-2211. Linton's point of contact for emergencies shall be _____ at _____.
11. For all non-emergency notices, requests or inquiries, the City's point of contact shall be:

Joe Huffman
 City Manager
 P.O. Box 908
 Pascagoula, MS 39568
 228-938-6614
 Email: jhuffman@cityofpascagoula.com

Linton's point of contact for non-emergency notices, requests or inquiries, shall be:

12. The parties agree that no portion of this MOU may be assigned to a third party without the express written permission of the non-assigning party. Furthermore, this MOU constitutes the entire agreement of the parties and no alteration or modification hereof

shall be binding unless the same is in writing and properly approved by the respective parties. Should Linton desire to expand, or enlarge, the uses contemplated herein, he shall first obtain the approval of the Department of Planning and Building of the City of Pascagoula and any and all other approvals required by any agencies having a direct regulatory role with respect to his operations.

13. The term of this MOU shall be for a period of one year commencing on the date of approval by the City Council of the City of Pascagoula. This MOU shall automatically renew annually provided neither party gives notice of an intent not to renew the MOU in writing at least thirty (30) days prior to any anniversary date. Both parties reserve the right, upon thirty (30) days written notice, to terminate this MOU with or without cause.
14. In the event of termination of this MOU, or cessation of business activities at the Site, Linton shall be responsible for the removal of any and all vessels, barges, structures, or other facilities used in connection with the operation of the business. Such removal shall be effected within thirty (30) days after termination or cessation of business operations. Any items remaining at the Site thereafter shall inure to the benefit of the City and shall remain in place and be disposed of by the City at its discretion. Nothing herein, however, obligates the City to retain any structures, or personal property, left at the Site after the termination of this MOU. The ultimate responsibility for the removal of such items shall rest with Linton.
15. The parties agree that, should either party violate any of the terms or conditions of this MOU, they will communicate in good faith in an attempt to remedy the violations. Should the City determine, at any time during any term of this MOU, that Linton is in violation of any of the covenants and conditions set forth herein, the City shall give written notice identifying the nature of the violation, its onset and duration (if known), and providing Linton at least thirty (30) days within which to cure such violation, unless the same constitutes an emergency, in which case, Linton shall immediately undertake to cure the violation.
16. Venue for any legal actions brought to enforce any of the terms and conditions of this MOU shall be in Jackson County, Mississippi. The prevailing party in any litigation may be allowed to recover its reasonable expenses of litigation against the non-prevailing party, but only upon the direct order of the Court in which such litigation was commenced.
17. Linton covenants, contracts and agrees to hold the City harmless from any claims, damages, or assessments, arising out of the operation of the business by Linton and the negligence of his employees, agents, servants, and invitees. This hold harmless obligation extends to damages, attorney fees, litigation expenses and any other expenses reasonably and necessarily incurred by the City and arising out of its defense of such claims.

Witness the signatures of the parties on the respective dates herein provided:

City of Pascagoula

By: _____ Date: _____
Joe Huffman, City Manager

Bruce Linton, dba Lighthouse Marina

By: _____ Date: _____

Councilman Tadlock made a motion to approve the MOU between the City and Bruce Linton, DBA Lighthouse Maria, for the operation and maintenance of a marina and restaurant as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 5-3-16)

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

The next item for consideration was the U.S. Small Business Administration's Start Up in a Day Pledge which acknowledges the City's existing and ongoing efforts to provide streamlined business-friendly permitting process as recommended by Jen Dearman, Community and Economic Development Director.

The Start Up in a Pledge is spread on the minutes as follows:



The Pledge...

“Our cities and communities are committed to making it easier for every entrepreneur to start a business. We believe an entrepreneur’s time is best spent developing innovative products and services, creating jobs, and growing local economies—not navigating red tape. While fair zoning rules, licenses, and permits are important to ensuring public safety and fair competition, it should not take more than a day for an entrepreneur to identify and apply, ideally through a single online tool, for all the licenses and permits they need in order to responsibly launch a business. Accordingly, we resolve to:

1. Create a “Startup in a Day” online tool within 12 months: we will develop within a year a website or application that lets most entrepreneurs identify and apply within one day for all requirements to launch a business in our respective communities.
2. Develop a streamlined, business-friendly, online permitting system: Our pledge is a first step in a larger effort to streamline, simplify, and bring online those regulatory requirements that have traditionally been fragmented across multiple agencies and handled through a paper-based process. Our ultimate goal is for small business owners to be able to manage and complete most of their regulatory obligations within a single easy-to-use online system.
3. Share best practices: In an effort to encourage other municipalities to join us in this effort, we are joining a community of practice administered by the National League of Cities, and commit to sharing best practices, publicizing key learnings, highlighting tangible outcomes, supporting smart regulatory simplification, and providing visibility into our actions.”

Name: Joseph R. Huffman

City Manager, City of Pascagoula, Pascagoula, MS

Date: _____

Councilman Tadlock made a motion to approve the Start Up in a Day Pledge 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 5-3-16)

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

The next item for consideration was approval of two Task Orders from Allen Engineering, Hattiesburg, MS, related to the City’s EPA Brownfields Assessment Grant as recommended by Jen Dearman, Community & Economic Development Director.

Additional information is as follows:



ENGINEERING
AND SCIENCE

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

Phone 601.583.2182
Fax 601.583.2828

April 6, 2016

Ms. Jen Dearman
Director of Community Development
City of Pascagoula
630 Delmas Avenue
Pascagoula, Mississippi 39567

Re: Task Order Request for Finalization of Brownfields Activities in Pascagoula

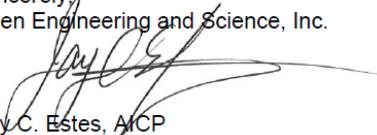
Ms. Dearman:

Per our discussion I am submitting this task order request to cover charges currently being held from invoicing and for necessary work to complete the Phase II report for the Former Stokes Dry Cleaner Site and the Phase I report for the Pascagoula Ice Company Site. The charges currently being held from invoicing are related to work performed at the Stokes site and consist entirely of labor. A breakdown of the requested fees is as follows:

Stokes Phase II Report:	\$12,500.00
Ice Plant Phase I Report:	\$2,500.00
Unbilled Charges from March:	<u>\$11,216.58</u>
	\$26,216.58

Thank you and please let me know if you have questions or require additional information concerning this task order request.

Sincerely,
Allen Engineering and Science, Inc.



Jay C. Estes, AICP
Senior Principal Planner
Chief Operating Officer

Jackson / Hattiesburg / Meridian / Mobile / Atlanta / Houston

Unbilled Detail (PM)

Thursday, April 7, 2016
8:54:21 AM

Allen Engineering and Science

As of 4/7/2016

Billing Status	Date	Labor Code /Account	Employee/ Reference	Description	Hours/ Units	Billing Amount
Project Number: R15053 Pascagoula Brownfields						
Phase Number: 02 Phase I Environmental Site Assessments						
Task Number: 02 301D79XBP Petroleum						
Labor:						
B	3/29/2016		351	Ryan, John Report Prep and Coord on SAP - Ice Plant	2.00	320.00
					Total Billable Labor	2.00
					Total Labor	2.00
Phase Number: 03 Phase II Environmental Site Assessments						
Task Number: 01 301D79 Hazardous						
Labor:						
B	2/29/2016		282	Estes, Jay Internal discussions on Stokes	.50	98.00
B	2/29/2016		373	O'Neal, Gordon Elevation/Survey Points Computation	2.00	296.00
B	2/29/2016		351	Ryan, John Travel and Complete air sampling field work at Stokes site.	12.00	1,920.00
B	3/1/2016		351	Ryan, John	8.00	1,280.00

Total Billable Expenses		560.58
Total Expenses		560.58
Total for R15053	73.00	11,216.58

v7.5.703 (JESTES) - (*) indicates that the transaction has been billed in future period.

Page 1 of 1

Mayor Blevins made a motion to approve the first Task Order for \$26,216.58 to develop the Phase I Environmental Study Assessment (ESA) Report for the Pascagoula Ice House (\$2,500.00) and Phase II ESA Report for the former Stoke's Cleaners property (\$12,500.00) as well as to cover \$11, 216.58 of previously performed unbilled work. 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 5-3-16)

The second Task Order covered costs associated with the conduction of a Phase II ESA report in the amount of \$18,900.00.

Councilwoman Simkins made a motion to amend the previously approved Task Order which had been presented as consisting of the Stokes Phase II and the Pascagoula Ice House Phase I. Councilwoman Simkins' amended motion approved this Task Order, in the amount of \$18,900.00, actually covered the work for Phase II for the Pascagoula Ice House as well as the just previously been approved in Item #30 in the amount of \$26,216.58 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 5-3-16)

The next item for consideration was a request to approve two proposals for adjusting personnel in the Utility Partners Public Works Contract as recommended by Jaci Turner, City Engineer. One proposal removes four employees from the Beautification Department, effectively eliminating that department from the contract. The other proposal adds two employees to the Street Department and one to the Recycle Center. These employees will cover tasks that will not transfer to the City's addition of beautification responsibilities and will operate the 14th Street Recycle Center, which has been generally unattended since the passing of the employee who worked there. These changes, along with changes in the City's Beautification Department, will require a comprehensive budget amendment that covers numerous departments, and would be pro-rated on the implementation date of this proposed change. This item includes a request to direct the Comptroller to effect a budget amendment to reflect these changes to the Public Works contract, the additional staff required to operate the Beautification Department in the Parks & Recreation Department as previously recommended due to the loss of inmate labor, and to reallocate public works charges based on more accurate salary rates rather than number of employees per department, as done previously. The proposals will become effective immediately and the contract will be extended until November 30, 2017.

Additional information is spread on the minutes as follows:

Utility Partners, LLC

March 16, 2016

Ms. Jaci Turner, P. E.
City of Pascagoula
Office of The City Engineer
4011 14th Street
Pascagoula, MS 39567

Re: Elimination of Positions

Pursuant to your request I am pleased to provide you the following information to eliminate four positions in the beautification department currently in our contract.

<u>Position</u>	<u>Hourly Rate - Base</u>	<u>Annual Rate w/ O.H. & P.</u>
Beautification Supervisor	\$13.00/hour	\$48,300.00
GSE Employee	\$13.50/hour	\$49,500.00
GSE Employee	\$11.20/hour	\$43,800.00
GSE Employee	\$10.00/hour	\$41,000.00
Total Credit on an Annual Basis		\$182,600.00/year
Monthly Credit		\$15,216.67/month

Should you have any questions, please do not hesitate to contact me at 228-860-5318.

Sincerely yours,

UTILITY PARTNERS, LLC



Robert J. Knesal, P. E.
Vice-President

Utility Partners, LLC

March 16, 2016

Ms. Jaci Turner, P. E.
City of Pascagoula
Office of The City Engineer
4011 14th Street
Pascagoula, MS 39567

Re: Addition of Positions

Pursuant to your request I am pleased to provide you the following information to add three positions in the Street Department and one position for a Recycle Center Attendant.

Position	Hourly Rate - Base	Annual Rate w/ O.H. & P.
Skilled Laborer	\$13.00/hour	\$48,300.00
Skilled Laborer	\$11.20/hour	\$43,800.00
Recycle Center Attendant	\$10.00/hour	\$41,000.00
Total Credit on an Annual Basis		\$133,100.00/year
Monthly Cost		\$11,091.67/month

Should you have any questions, please do not hesitate to contact me at 228-860-5318.

Sincerely yours,

UTILITY PARTNERS, LLC



Robert J. Knesal, P. E.
Vice-President

1238 East Railroad Gulfport, MS 39501 228.863.6637 (p) 228.863.6221 (f)

Councilman Tipton made a motion to approve two proposals for adjusting personnel in the Public Works Contract with Utility Partners as recommended. It effective immediately and the contract will be extended until November 30, 2017. 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 5-3-16)

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

The next item for consideration was a proposed job description and salary change for the Maintenance Crew Leader – Parks & Recreation (Labor Grade 109) as recommended by Darcie

Crew, Parks & Recreation Director. There is a salary change and a revised job description which combines the Maintenance Crew Leader and the Grounds Crew Leader into one position.

The proposed job description is spread on the minutes as follows:



**City of Pascagoula
Job Description**

Parks and Recreation Maintenance Crew Leader

DEPARTMENT: Parks and Recreation	LABOR GRADE: 109
EXEMPT(Y/N): No	POSITION CODE:
REPORTS TO: Parks and Recreation Director	

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This position is responsible for the maintenance of the grounds at all parks and recreation facilities in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Transports sand, red clay, top soil, supplies, and crews to and from job sites; maintains the turf and clay at all ball fields; and prepares all ball fields for play.
- Measures and lines off soccer, baseball, and football fields; sets bases at baseball fields.
- Ensures that the trash is picked up and trash barrels emptied at all parks and ball fields.
- Assembles playground equipment; conducts periodic safety inspections of all playground equipment; and repairs any deficiencies found during safety inspections.
- Completes-daily reports and operates a smart phone or tablet to keep up with tasks assigned.
- Assembles 5 and 10 tier bleachers, picnic tables, and other park amenities; maintains and repairs these items.
- Cuts and removes limbs, dead trees, and tree roots at all parks.
- Maintains the jogging track; replaces and levels chips, as needed, to track surface.
- Cleans and checks the pool at Andrew Johnson; adds chemicals as needed; maintains the building; and performs minor plumbing and electrical repairs as needed.
- Performs vehicle maintenance check daily; makes any needed repairs to vehicles.
- Installs and maintains irrigation systems.
- Provides assistance and sets up for special and holiday events
- Performs general carpentry, plumbing, and electrical work in the maintenance of all buildings and facilities.
- Estimates and requisitions equipment and material supplies needed for projects.
- Makes and repairs desks, cabinets, tables and window frames.

- Repairs doors, locks, fences, bleachers, and picnic tables.
- Performs periodic safety inspections of piers; repairs any deficiencies found during safety inspections.
- Makes custom parts, periodically, as needed at various buildings and facilities.
- Repairs restrooms and all buildings at the parks and recreation facilities.
- Any other duties assigned by the Director of Beautification and Maintenance.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position directly supervises laborers, part-time employees, and workers assigned to crew on a daily basis.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent, minimum of three year's multi-craft carpenter experience and a minimum of three year's grounds keeping experience, preferably ball fields, or any combination of education and experience that results in the required knowledge, skills, and abilities is required. Previous experience in a supervisory position is preferred.

SPECIAL QUALIFICATIONS:

Ability to perform basic mathematical skills required to figure materials and estimate job costs including addition, subtraction, division and multiplication. A strong working knowledge of the operation and maintenance of all types of lawn equipment; effective and safe use of pesticides, fertilizers and insecticides is essential. A valid Mississippi driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand and communicate both oral and written instructions and read and analyze equipment manuals, instruction books and procedures is essential. The ability to accurately complete forms and reports is required. Ability to apply logical reasoning in a variety of situations is essential.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This position is required to bend, lift, and carry objects weighing up to 50 pounds; occasionally lift objects weighing up to 100 pounds; frequently bend, squat, and climb; and reach, grab, and manipulate tools with hands and fingers.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

This position works indoors and outdoors in all types of weather conditions and is exposed to a variety of chemicals used in grounds maintenance. The noise level for this position is low to moderate.

Parks and Rec. Maintenance Changes

Current Positions	Pay Grade	Current Cost		Proposed Position	Proposed Grade	Actual Cost
Maintenance Crew Leader	108	\$ 37,128.00		P&R Crew Leader	109	\$ 36,500.00
Grounds Crew Leader	108	\$ 36,086.00		Laborer II	106	\$ 30,000.00
FT Laborer	104	\$ 28,808.00		Laborer II	106	\$ 30,000.00
FT Laborer	104	\$ 22,422.00		Laborer I	104	\$ 22,422.00
FT Laborer	104	\$ 25,563.00		Laborer I	104	\$ 28,808.00
FT Laborer	104	\$ 27,248.00		Laborer I	104	\$ 27,248.00
FT Laborer	104	\$ 21,798.00		Laborer I	104	\$ 21,798.00
PT Laborer	N/A	\$ 13,500.00		PT Laborer	N/A	\$ 13,500.00
Total		\$ 212,553.00				\$ 210,276.00

Grade 104	\$ 21,194.57	-	\$ 31,316.22
Grade 106	\$ 23,394.74	-	\$ 34,567.24
Grade 108	\$ 25,823.47	-	\$ 38,155.73
Grade 109	\$ 27,130.78	-	\$ 40,087.38

Councilman Hill made a motion to approve the proposed job description and salary change for Maintenance Crew Leader at a Labor Grade 109 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 5-3-16)

The next item for consideration was a proposed job description and salary change for Laborer II – Parks & Recreation (Labor Grade 106) as recommended by Darcie Crew, Parks & Recreation Director. The concept is to create a system where skilled laborers have opportunities to advance and be rewarded for their skills.

The proposed job description is spread on the minutes as follows:



Job Description

Park & Recreation Laborer II

DEPARTMENT: Parks and Recreation	POSITION CODE:
EXEMPT(Y/N): No	PAY GRADE: 106
REPORTS TO: Parks & Recreation Crew Leader	

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This full-time position is responsible for performing routine maintenance work in and around recreation facilities in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Operates a variety of small trucks and equipment; occasionally services and performs minor repairs on automotive equipment.
- Operates power and hand tools to complete work.
- Performs a wide variety of skills including plumbing, electrical, carpentry, welding, pier repair, concrete work, roofing and painting.
- Constructs and performs maintenance on playground equipment. Conducts periodic safety inspections of all playground equipment; and repairs any deficiencies found during safety inspections.
- Estimates and requisitions equipment and material supplies needed for projects.
- Completes a daily tasks completed report.
- Makes and repairs desks, cabinets, tables, and window frames; repairs doors, locks, fences, bleachers, and picnic tables.
- Performs periodic safety inspections of piers; repairs any deficiencies found during safety inspections.
- Makes custom parts, periodically, as needed at various buildings and facilities.
- Repairs restrooms and all buildings at the parks and ball fields.
- Assists in loading and unloading materials and equipment.
- Assists in setting up displays and equipment for special events, activities and programs.
- Performs general cleaning and janitorial tasks in and around City facilities;
- Works evenings and weekends as necessary to support the City of Pascagoula.
- Makes routine checks of City facilities to determine repair needs.
- Prepares and lines off all types of fields such as baseball, softball, football, and soccer.
- Any other duties assigned by the Parks and Recreation Crew Leader.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position does not supervise any employees.

EDUCATION and/or EXPERIENCE:

Some experience in the operation of automotive equipment, tractors, and trucks; preparing fields for regular play; maintaining recreation equipment and buildings; and completion of a standard grade school course or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SPECIAL QUALIFICATIONS:

Knowledge of traffic rules; mechanical aptitude; ability to make minor repairs and adjustments to equipment; dependability; knowledge of skill and semi-skill trades such as, carpentry, electricity, welding, painting, roofing, concrete pouring and finishing, pier construction and plumbing and a valid Mississippi driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret documents, instruction manuals, policies and procedures is essential. Strong interpersonal skills are essential to maintain effective working relationships with others. The ability to work effectively and efficiently to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve problems while adhering to an appropriate policy and procedure.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is also regularly required to stand; walk; sit; and use hands to finger, handle or feel objects, tools or controls. The employee is occasionally required to reach with hands and arms, and to sit; climb or balance and stoop, kneel, crouch or crawl, lift and move heavy objects and operate lawn care equipment. The employee is required to lift objects weighing 50 lbs or more and operate mowers and tractors.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The majority of work is performed outdoors in all types of weather conditions. The noise level in the work environment is usually moderate.

Parks and Rec. Maintenance Changes

Current Positions	Pay Grade	Current Cost		Proposed Position	Proposed Grade	Actual Cost
Maintenance Crew Leader	108	\$ 37,128.00		P&R Crew Leader	109	\$ 36,500.00
Grounds Crew Leader	108	\$ 36,086.00		Laborer II	106	\$ 30,000.00
FT Laborer	104	\$ 28,808.00		Laborer II	106	\$ 30,000.00
FT Laborer	104	\$ 22,422.00		Laborer I	104	\$ 22,422.00
FT Laborer	104	\$ 25,563.00		Laborer I	104	\$ 28,808.00
FT Laborer	104	\$ 27,248.00		Laborer I	104	\$ 27,248.00
FT Laborer	104	\$ 21,798.00		Laborer I	104	\$ 21,798.00
PT Laborer	N/A	\$ 13,500.00		PT Laborer	N/A	\$ 13,500.00
Total		\$ 212,553.00				\$ 210,276.00

Grade 104	\$ 21,194.57	-	\$ 31,316.22
Grade 106	\$ 23,394.74	-	\$ 34,567.24
Grade 108	\$ 25,823.47	-	\$ 38,155.73
Grade 109	\$ 27,130.78	-	\$ 40,087.38

Councilman Hill made a motion to approve the proposed job description and salary for Laborer II – Parks & Recreation at a Labor Grade 106 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 5-3-16)

The next item for consideration was a proposed job description and salary change for Laborer I – Parks & Recreation (Labor Grade 104) as recommended by Darcie Crew, Parks & Recreation Director. The concept is to create a system where skilled laborers have opportunities to advance and be rewarded for their skills.

The proposed job description is spread on the minutes as follows:



Job Description

Park & Recreation Laborer I

DEPARTMENT: Parks and Recreation	POSITION CODE:
EXEMPT(Y/N): No	PAY GRADE: 104
REPORTS TO: Parks & Recreation Crew Leader	

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This full-time position is responsible for performing routine maintenance work in and around recreation facilities in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Operates a small dump truck to transport sand, clay, soil and supplies.
- Operates a light truck to carry tools, equipment supplies, and crews to and from job sites.
- Operates a tractor with front-end loader and box blades to prepare ball fields; occasionally services and performs minor repairs on automotive equipment.
- Assists in loading and unloading materials and equipment.
- Serves as a maintenance man as needed. Changes light bulbs and performs other repair work;
- Assists in setting up displays and equipment for special events, such as Christmas program, parades, ball fields, soccer fields, etc.
- Performs general cleaning and janitorial tasks in and around City facilities;
- Trims tree limbs and bushes and performs general yard work such as mowing and edging;
- Determines the equipment and supplies needed to perform duties.
- Makes periodic checks of City facilities to determine repair needs.
- Prepares and lines off all types of fields such as baseball, softball, football, and soccer.
- Makes minor repairs to Recreational properties such as parks, playgrounds, piers, buildings and fences.
- Performs garbage runs twice a week at all parks; empties trash into dumpsters; picks up litter; ensures the safety and security of each park.
- Any other duties assigned by the Parks and Recreation Crew Leader.

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position does not supervise any employees.

EDUCATION and/or EXPERIENCE:

Some experience in the operation of automotive equipment, tractors, and trucks; preparing fields for regular play; maintaining recreation equipment and buildings; and completion of a standard grade school course or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

SPECIAL QUALIFICATIONS:

Knowledge of traffic rules; mechanical aptitude; ability to make minor repairs and adjustments to equipment; dependability; knowledge of skill and semi-skill trades such as, carpentry and plumbing and a valid Mississippi driver’s license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret documents, instruction manuals, policies and procedures is essential. Strong interpersonal skills are essential to maintain effective working relationships with others. The ability to work effectively and efficiently to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve problems while adhering to an appropriate policy and procedure.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is also regularly required to stand; walk; sit; and use hands to finger, handle or feel objects, tools or controls. The employee is occasionally required to reach with hands and arms, and to sit; climb or balance and stoop, kneel, crouch or crawl, lift and move heavy objects and operate lawn care equipment. The employee is required to lift objects weighing 50 lbs or more and operate mowers and tractors.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The majority of work is performed outdoors in all types of weather conditions. The noise level in the work environment is usually moderate.

Parks and Rec. Maintenance Changes

Current Positions	Pay Grade	Current Cost		Proposed Position	Proposed Grade	Actual Cost
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Grade 106	\$ 23,394.74	-	\$ 34,567.24
Grade 108	\$ 25,823.47	-	\$ 38,155.73
Grade 109	\$ 27,130.78	-	\$ 40,087.38

Councilman Hill made a motion to approve the proposed job description and salary change for Laborer I – Parks & Recreation at a Labor Grade 104 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 5-3-16)

The Order for the docket of claims for May 3, 2016, is spread on the minutes as follows:

ORDER

WHEREAS, the attached docket of claims for the period of April 15, 2016, through April 29, 2016, has been presented to the City Council for allowance and approval.

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 Pickett, 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 3rd day of May, 2016.

Mayor Blevins stated there were several citizens here to address the Council that were not on the agenda.

Bill Stewart, 4203 Locksley Avenue, stated he has lived there for 29 years and has had flooding issues. He said he has lost cars, cannot sell his house and has three mortgages. He asked the Council for help with the flooding issues.

Mayor Blevins asked Joe Huffman, City Manager, to make sure the City has answered all of Mr. Stewart's questions.

Comments were made by citizens concerning Market Street and several Council members.

Mayor Blevins stated that the Market Street Project started with infrastructure and when the roads are dug up is when the design was discussed.

Councilman Hill made a motion to close the meeting to consider the need for an executive session. 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".

Councilwoman Simkins made a motion to go into executive session for the purpose of setting just compensation for various parcels needed for the Hospital Road Project and the Cherokee Drainage Project. 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". Mayor Blevins announced to the public and those in attendance that the Council had voted to go into executive session for the purpose stated above. The Council then began the executive session.

(Councilman Tadlock left the meeting at 8:31 p.m.)

During executive session, Eddie Williams, City Attorney, stated he had two Resolutions for consideration by the Council. The first one was a Resolution Setting Just Compensation for Willis Charles Meek, Jr., for the City to acquire an easement across a parcel located at 1511 Pawnee Street.

The Resolution is spread on the minutes as follows:

RESOLUTION SETTING JUST COMPENSATION

WHEREAS, the City of Pascagoula ("City") is seeking to make certain drainage improvements in the area of the Cherokee Park Subdivision; and

WHEREAS, it is necessary for the City to acquire easements from private property owners in order to complete the improvements; and

WHEREAS, Willis Charles Meek, Jr. is the owner of the parcel located at 1511 Pawnee Street in the aforesaid subdivision; and

WHEREAS, the City wishes to acquire an easement across this parcel as more fully described on the plat attached hereto as Exhibit "A" and the legal description attached hereto as Exhibit "B"; and

WHEREAS, it has been determined that the proposed easement has a value less than ten thousand dollars (\$10,000.00) thus obviating a formal appraisal; and

WHEREAS, a value for the proposed easement has been derived by using data from the official tax assessment rolls for Jackson County, Mississippi:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Pascagoula that:

SECTION 1: The City Council hereby establishes just compensation for the easement described in Exhibits "A" and "B" as being Three Thousand Four Hundred Eighty dollars (\$3,480.00).

SECTION 2: The City Manager, or his designee, is authorized to make a proposal to Willis Charles Meek, Jr. to purchase the easement for the amount set by the City Council as just compensation.

SECTION 3: The City Attorney shall prepare all documents necessary for the acquisition of the easement from Mr. Meek and shall record same upon execution by Mr. Meek as required by law.

Exhibit A

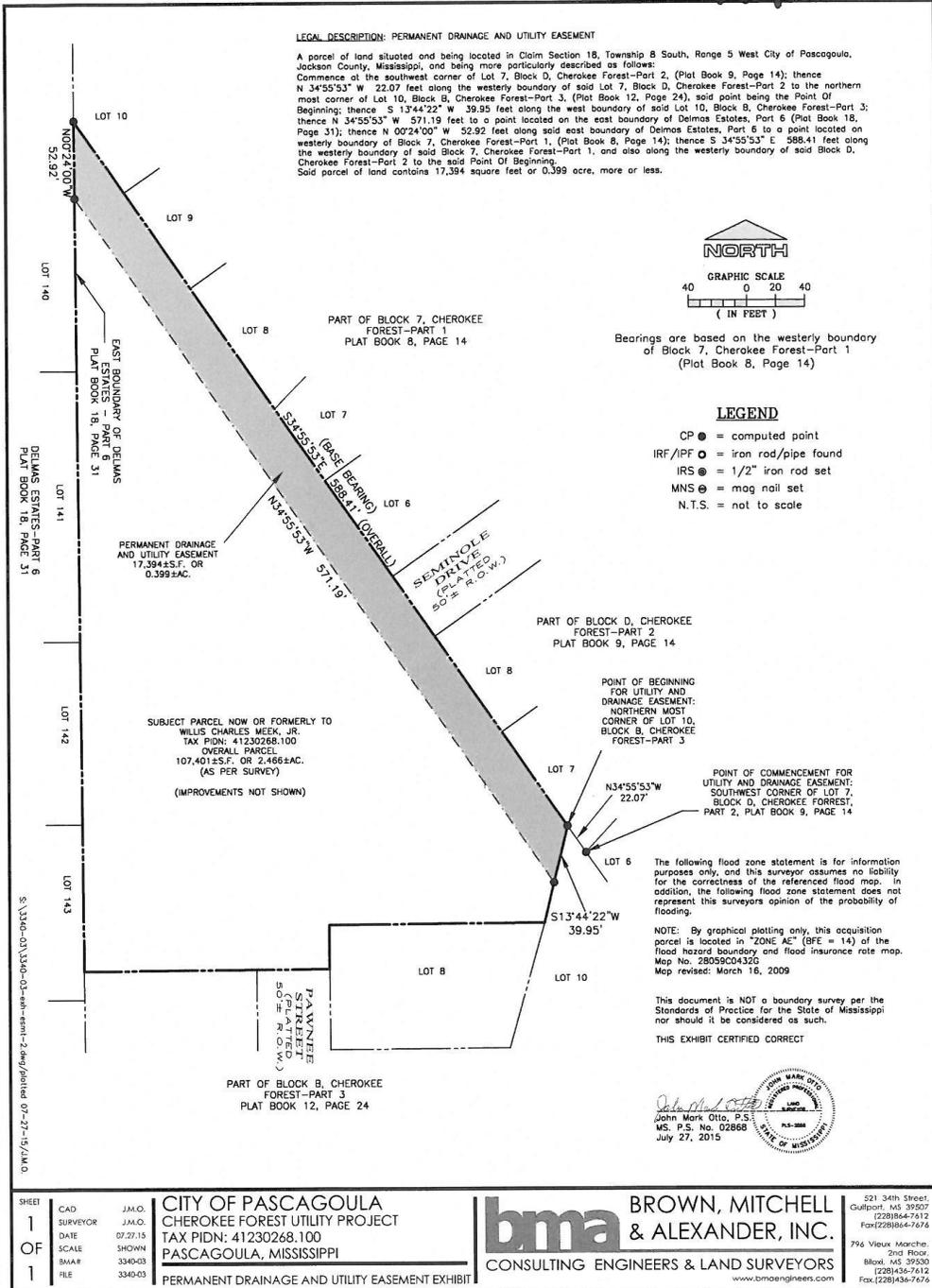


Exhibit B

LEGAL DESCRIPTION: PERMANENT DRAINAGE AND UTILITY EASEMENT

A parcel of land situated and being located in Claim Section 18, Township 8 South, Range 5 West City of Pascagoula, Jackson County, Mississippi, and being more particularly described as follows:

Commence at the southwest corner of Lot 7, Block D, Cherokee Forest-Part 2, (Plat Book 9, Page 14); thence N 34°55'53" W 22.07 feet along the westerly boundary of said Lot 7, Block D, Cherokee Forest-Part 2 to the northern most corner of Lot 10, Block B, Cherokee Forest-Part 3, (Plat Book 12, Page 24), said point being the Point Of Beginning; thence S 13°44'22" W 39.95 feet along the west boundary of said Lot 10, Block B, Cherokee Forest-Part 3; thence N 34°55'53" W 571.19 feet to a point located on the east boundary of Delmas Estates, Part 6 (Plat Book 18, Page 31); thence N 00°24'00" W 52.92 feet along said east boundary of Delmas Estates, Part 6 to a point located on westerly boundary of Block 7, Cherokee Forest-Part 1, (Plat Book 8, Page 14); thence S 34°55'53" E 588.41 feet along the westerly boundary of said Block 7, Cherokee Forest-Part 1, and also along the westerly boundary of said Block D, Cherokee Forest-Part 2 to the said Point Of Beginning.

Said parcel of land contains 17,394 square feet or 0.399 acre, more or less.

RE: 3340-03-EXH-ESMT-2.DWG

The above Resolution was introduced by Councilwoman Simkins, seconded for adoption by Councilman Jackson, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "ABSENT", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 3rd day of May, 2016.

The second one was a Resolution Setting Just Compensation for Various Parcels for rights-of-way for certain improvements to Hospital Road south of Highway 90.

The Resolution is spread on the minutes as follows:

**RESOLUTION SETTING JUST COMPENSATION FOR
VARIOUS PARCELS**

WHEREAS, the City of Pascagoula (“City”) is presently engaged in certain improvements to Hospital Road south of Highway 90, the same being designated as STP-8971-00(005)LPA/106448-70100 (Project); and

WHEREAS, the Project calls for the acquisition of a number of parcels of land for rights-of-way; and

WHEREAS, appraisals and review appraisals have been performed on these parcels in accordance with the Uniform Standards of Professional Appraisal Practice and the Mississippi Department of Transportation (MDOT) Appraisal Standards; and

WHEREAS, the City Council must set values as just compensation for the acquisition of these parcels:

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

SECTION 1: The City Council hereby sets just compensation for the foresaid parcels according to the values set forth on the attached exhibit.

SECTION 2: The City Manager, or his designee, is authorized and directed to make offers to purchase the parcels at the appraised value for each and to pursue the acquisition of same.

SECTION 3: A written summary statement shall be given to each of the property owners in accordance with the provisions of Section 43-37-3 of the Mississippi Code and the appropriate Rules and Regulations of the MDOT.

Parcel	Property Owner	Tax Parcel ID No.	Just Compensation Amount	ROW sq ft	Land sq ft Value	Land	Improvements	TCE sq ft	Temporary Easement
1	Active Corporation	41702989-110	\$ 11,500.00	2,672	\$ 2,24	\$ 5,300.00	\$ 6,200.00	-	\$ -
2	Jackson County Commercial Properties, LLC	41702989-120	\$ 16,900.00	2,345	\$ 3,60	\$ 9,700.00	\$ 7,200.00	-	\$ -
3	R.E. Jolly, Inc.	41702989-100	\$ 8,250.00	1,120	\$ 3,60	\$ 4,100.00	\$ 3,700.00	1,237	\$ 450.00
4	Digestive Health Center Investments I, LLC	41702989-072	\$ 4,217.00	497	\$ 3,60	\$ 1,800.00	\$ 2,037.00	1,037	\$ 380.00
5	Coast Medical Properties, LLC	41702989-610	\$ 6,092.00	1,060	\$ 3,60	\$ 3,800.00	\$ 1,842.00	1,245	\$ 450.00
6	Carlos Stallworth, Sr.	41702989-080	\$ 1,690.00	173	\$ 3,60	\$ 700.00	\$ 900.00	243	\$ 90.00
7	Alvin L. Felis, Jr., DDS, Trustee	41702989-062	\$ 6,087.00	609	\$ 3,11	\$ 1,900.00	\$ 3,897.00	922	\$ 290.00
8	Christopher P. Autmon, etal	41703001-000	\$ 1,625.00	310	\$ 3,60	\$ 1,125.00	\$ 300.00	534	\$ 200.00
9	David Michael Van Veghel	41702989-065	\$ 2,810.00	413	\$ 3,60	\$ 1,500.00	\$ 1,200.00	288	\$ 110.00
10	Dolly Jean Page	41703109-000	\$ 1,260.00	153	\$ 3,60	\$ 550.00	\$ 535.00	479	\$ 175.00
11	Jerry Nicholas	41703110-000	\$ 9,400.00	994	\$ 3,60	\$ 3,575.00	\$ 5,600.00	614	\$ 225.00
12	Dinnes and Janell Slaughter	41703115-000	\$ 7,450.00	714	\$ 3,60	\$ 2,575.00	\$ 4,650.00	619	\$ 225.00
13	Charles E. and Lisa L. Parsley	41703114-000	\$ 2,175.00	179	\$ 3,60	\$ 650.00	\$ 1,375.00	391	\$ 150.00
14	Gulf Coast Houses II, LLC	41702997-100	\$ 7,025.00	1,227	\$ 3,60	\$ 4,425.00	\$ 2,600.00	-	\$ -
15	Richard and Carron Hall	41703113-000	\$ 11,300.00	2,155	\$ 3,60	\$ 7,800.00	\$ 3,500.00	-	\$ -
16	Don Vicent Juneau	41760032-000	\$ 8,200.00	2,027	\$ 3,60	\$ 7,300.00	\$ 900.00	-	\$ -
17	Bradform M and Vivian Ellis Criddle	41905006-000	\$ 18,354.00	4,594	\$ 3,60	\$ 16,500.00	\$ 1,854.00	-	\$ -
18	Danzler Family, LLC	41260037-000	\$ 2,860.00	345	\$ 3,60	\$ 1,300.00	\$ 1,200.00	975	\$ 360.00
19	Jackson County Baptist Association	41702989-095	\$ 3,410.00	-	\$ 3,60	none	\$ 2,610.00	2,231	\$ 800.00
			\$ 130,605.00						

The above Resolution was introduced by Mayor Blevins, seconded for adoption by Councilman Jackson, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “ABSENT”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 3rd day of May, 2016.

(Councilman Tadlock returned to the meeting at 8:47 p.m.)

Councilwoman Simkins made a motion to close the executive session and return to open session. 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”.

There being no further business to come before the Council tonight, Councilman Tadlock made a motion to recess until Tuesday, May 17, 2016, at 6:00 p.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 8:49 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Carol Groen, Chief Deputy City Clerk