

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 7, 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, June 7, 2016, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson – arrived 5:03
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins – via phone 5:20
Councilman David Tadlock – arrived 5:06
Councilman Scott Tipton

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

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

Opening remarks were made by several members of the Council. Mayor Blevins commented that the Chamber of Commerce is offering small business grants in the amount of \$2,500.00 with an online application. We have had 10-12 new businesses within the past two weeks and 95% of businesses in Mississippi are small businesses. The 2016 Summer Program Guide has many activities for all ages and some great amenities have been added. Councilman Tadlock commented that the Flagship Festival at River Park had good attendance. Councilman Pickett commented that Sounds by the Sea was a great event. Councilman Tipton commented that there is a position available on the Recreation Commission and encouraged people to apply.

Donald Carroll, 4502 Fisher Avenue, addressed the Council regarding issues on Fisher Avenue and the empty unkempt properties on Fisher Avenue. He stated that his water has a foul odor and his water heater must be drained monthly. He also brought water samples. After several comments, Mayor Blevins instructed Mr. Carroll to give the water samples to Joe Huffman, City Manager, and he will handle getting them to the correct person. Mayor Blevins thanked Mr. Carroll for coming tonight and advised the issue will be investigated.

PUBLIC HEARINGS – RESOLUTION FOR PROPERTY CLEANUP:

A public hearing was held at this time for property cleanup at 4401 Cedar and 4111 Cedar. Donovan Scruggs, City Planner, presented the City's case against the owner.

Mr. Scruggs stated the first property for the Public Hearing is 4401 Cedar (Sea Fab). The point of contact for this property is Charles Graham. Mr. Scruggs provided a power point presentation to demonstrate the condition of the property. He noted rusted and failed support structures along the roof and walls of the building. In addition, the metal exterior of the structure has failed with numerous pieces missing and several others loosely attached. Another primary concern is the electrical service to the building. The equipment was identified as old, dilapidated and unsafe. Notices were provided to Mr. Graham in August 2015 and staff met with him to discuss the situation. Little progress has occurred since that meeting. The building remains unsafe, and hurricane season has just started. Mr. Scruggs stated that the building needs

to be torn down and the property cleaned. His recommendation is to adopt the Resolution for the City to tear down the building and clean the property.

Charles Graham spoke on behalf of the owner. Mr. Graham indicated his desire to save the building, but he did not wish to invest the funds to bring it into compliance without a tenant. He stated he would continue efforts to have the structure made safe and address the electrical concerns, but could not see a reason for substantial investment at the point.

The next property for the Public Hearing was 4111 Cedar (Gulf City), which is south of Sea Fab. Mr. Scruggs provided a power point presentation showing the condition of the property. He indicated that the overall condition of the property is bad. On the grounds of the property, there is abandoned equipment including a boat, debris, and overgrowth of vegetation. The structure is partly over the river with dilapidated pilings, piers, and deck along the river's edge. The building has several failures in the roof structure and walls are crumbling or failing. Mr. Scruggs recommended that the Resolution be adopted.

Mr. Graham, point of contact, stated that he has spoken to a realtor and there is a buyer interested in buying the property. They will either rehab the building or tear it down. The realtor is waiting on a price from the Graham's.

Mr. Scruggs requested that copies of letters sent to Mr. Graham be spread across the minutes as follows:



4015 14th Street
Pascagoula, MS 39567

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

August 18, 2015

Charles Graham
SEA-FAB Inc.
908 Westwood St.
Pascagoula, MS 39567

RE: 4111 Cedar Street

Dear Mr. Graham:

On August 14, 2015, this department inspected the above referenced location. This inspection resulted from ship-building activities occurring along the western edge of the property. This inspection demonstrated that the building is in a significant state of disrepair and represents a safety risk.

Because of the condition of the building, we feel it is necessary for you to take immediate steps to eliminate the risks associated with the building. These measures include:

1. Remove all electricity connections from the building or have this brought to current codes.
2. Construct a barrier to prevent access to the building. This barrier should be at minimum 10 feet from the perimeter of the building on all sides. No activity should occur in the building except those associated with its repair as permitted by this office.
3. Remove damaged and rusted purlins, iron, tin, and other material from the structure. At several locations it appears that this material could fall or collapse at any time. This represents a significant risk to anyone in or around the building.
4. Based on the damage to the iron and the primary supports, the principal structure should either be removed or brought to current codes. If repair is preferred to demolition, a qualified and licensed engineer should provide specifications required to bring the structure to code. This must include the entire building and a detailed time-line for the repairs.
5. Shipbuilding activities currently underway at the western edge of the property may continue, but those involved cannot use or occupy the building in its current state. All activities should be at a safe distance from the principal structure. A separate or detached electrical connection shall be provided that is not attached to or enclosed in the building.
6. The northwest parcel of the property that fronts Lake Avenue is single family residential (SFR10). In addition, the building is situated within close proximity to a single family home in a residential district. These potential conflicts could cause the building or uses to be considered "Nonconforming" and limit or prohibit

maintenance or repair to the structure if vacant for a period of six months. Additional information can be found in Article 8 of the Unified Development Code.

7. If a plan to bring the structure to current codes or a safe condition is not provided in a timely manner, this department will be required to condemn the structure.
8. This letter is not intended to address all of the deficiencies with the building or site, and additional concerns and deficiencies may exist.

Due to the current state of the building, we would like to schedule a meeting with you to discuss your options and your plans. Please contact me at 228-938-6620 to arrange a meeting at your earliest convenience.

Sincerely,

Donovan Scruggs
City Planner



4015 14th Street
Pascagoula, MS 39567

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

March 7, 2016

Charles Graham
SEA-FAB Inc.
908 Westwood St.
Pascagoula, MS 39567

RE: 4111 Cedar Street

Dear Mr. Graham:

On August 18, 2015, you were notified by letter from this department of our findings from an inspection conducted on at the above referenced location. To date, no plans have been submitted or permits pulled to address the unsafe conditions of the structure, and the building and site remain unsafe and non-compliant with codes.

This letter shall serve as notice that you hereby have 15 days to submit plans to bring the structure up to minimum standards of the city's building code or apply for a permit to demolish.

Failure to comply with this notice will result in this case being presented for City Council action.

Sincerely,

Donovan Scruggs
City Planner

Council then considered the following Resolution for 4401 and 4111 Cedar:

RESOLUTION

WHEREAS, by order dated May 3, 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., June 7, 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 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

Tax Parcel Number and <u>Property Address</u>	Owner(s) and <u>Mailing Address</u>	Described at the following Jackson County, MS, <u>Deed Books and Pages</u>
40407116.000 4111 Cedar	Gulf City Seafoods, Inc. 908 Westwood Street Pascagoula, MS 39567 (Footnote 1)	Deed Book 1182, Page 535
41701207.000 4401 Cedar	Sea-Fab, Inc. 908 Westwood Street Pascagoula, MS 39567	Deed Book 1428, Page 370

PARTIES WITH INTEREST

Footnote 1: -Maritime Services, Inc., 1510 Jackson Ave, Pascagoula, MS 39567

The following actions were taken by the Council:

4401 Cedar: After a lengthy discussion, Councilman Tipton made a motion to adopt the Resolution as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 6-7-16)

4111 Cedar: After a discussion, Councilman Tipton made a motion to adopt the Resolution and allow 60 days to show progress on this property. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE", Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 6-7-16)

The Mayor stated that Jay Willis, owner of Johnson Brothers Jewelry, requested to address the Council regarding the proposed project for Delmas. Mr. Willis stated that not enough information was provided to him on the project. The Mayor stated that Joe Huffman, City Manager, would meet with Mr. Willis to address his concerns. The Mayor thanked him for coming tonight and bringing the issue to the Council's attention.

The following consent agenda items were considered at this time:

The first item for consideration was a request to adopt and approve the minutes of the recessed regular Council meetings of May 17 & 19, 2016.

Councilman Tadlock made a motion to adopt and approve the minutes of the recessed regular Council meeting of May 17, 2016 and May 19, 2016, 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 6-7-16)

Minutes of the Historic Preservation Commission meeting of April 27, 2016, were acknowledged by the Council.

The next project for consideration was Change Order No. 2 - for Point Park Boat Ramp and Pier Restoration from Compton Engineering, Inc., and J.E. Borries, Inc. for a net decrease in the contract amount of \$2,310.24 for a total project cost of \$293,161.16 and the increase of 70 calendar days to contract as recommended by Darcie Crew, Parks and Recreation Director.

Additional information is spread on the minutes as follows:



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

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

comptonengineering.com

PASCAGOULA
■
BILOXI
■
BAY ST. LOUIS

June 1, 2016

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: Point Park Boat Launch and Pier Restoration
(C.E. Job #: 213-008.030)

Dear Ms. Crew:

Please find enclosed three (3) originals of Change Order No. 2 for the above referenced project dated June 1, 2016. This change order decreases the contract amount by \$2,310.24 and increases the contract time by 70 days. This change order increases the length of pier to be provided and adjusts quantities to actual amounts for a net credit.

Compton Engineering, Inc. recommends approval of Change Order No. 2 to J.E. Borries, Inc. in the amount of Two Thousand, Three Hundred Ten Dollars and Twenty Four Cents (\$2,310.24) for a total Contract amount of Two Hundred Ninety Three Thousand, One Hundred Sixty One Dollars and Sixteen Cents (\$293,161.16).

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

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Senior Vice President

GJD:bm

pc: J.E. Borries, Inc.

S:\Pascagoula\Projects\2013\213-008 COP Misc Services\030 Point Park Boat Launch and Pier Restoration\Docs\Construction\Change Order\Letter Darcie Crew CO2 6-1-16.doc

SECTION 00943-02 CHANGE ORDER NO. 2 (SUMMARY CHANGE ORDER)

Date of Issuance: <u>June 1, 2016</u>	Effective Date: _____
Project: <u>Point Park Boat Launch and Pier Restoration</u>	Owner: <u>City of Pascagoula</u>
Contract: <u>Point Park Boat Launch and Pier Restoration</u>	Date of Contract: <u>November 17, 2015</u>
Contractor: <u>J.E. Borries, Inc.</u>	Engineer's Project No.: <u>213-008.030</u>
Contractor's Address: (Send Certified Mail, Return Receipt Requested) <u>16701 Highway 57</u> <u>Vancleave, MS 39565</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attachment No. 1 to Change Order No. 2 (Summary Change Order)

Attachments: Attachment No. 1 to Change Order No. 2 (Summary Change Order)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$190,636.40</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days
Contract Price prior to this Change Order: <u>\$295,471.40</u>	Substantial completion (days or date): <u>April 12, 2016 (120 days)</u>
Decrease as of this Change Order: <u>(\$ 2,310.24)</u>	Ready for final payment (days or date): <u>May 12, 2016 (150 days)</u>
Contract Price incorporating this Change Order: <u>\$293,161.16</u>	Contract Times prior to this Change Order: <u>April 12, 2016 (120 days)</u>
	Substantial completion (days or date): <u>70 days</u>
	Ready for final payment (days or date): <u>70 days</u>
	Contract Times with all approved Change Orders: <u>June 21, 2016 (190 days)</u>
	Substantial completion (days or date): <u>July 21, 2016 (220 days)</u>
	Ready for final payment (days or date): <u>July 21, 2016 (220 days)</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By: _____	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>6/1/16</u>	Date: _____	Date: <u>6/1/16</u>

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

COMPTON ENGINEERING, INC.
213-008.030

CHANGE ORDER NO. 2 (SUMMARY CHANGE ORDER)
00943-02-1

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2
(SUMMARY CHANGE ORDER)**

Item #	Description	Units	Unit Price	Change Order No. 1		Change Order No. 2 (SCO)		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
01012-A	Mobilization/Demobilization	LS	\$10,000.00	1.00	\$10,000.00	1.55	\$15,500.00	55%	\$5,500.00
01014-A	Erosion Sediment Control	LS	\$750.00	1.00	\$750.00	1.00	\$750.00	0%	\$0.00
01330-A	Construction Survey	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	\$0.00
01571-A	Temporary Silt Fence	LF	\$10.00	150.00	\$1,500.00	0.00	\$0.00	-100%	(\$1,500.00)
02050-A	Sawcut existing concrete approach slab	LF	\$625.00	250.00	\$625.00	250.00	\$625.00	0%	\$0.00
02050-C	Demolition of existing ramps	SY	\$7.50	475.00	\$3,562.50	475.00	\$3,562.50	0%	\$0.00
02050-D	Demolition of existing concrete slab	SY	\$7.50	300.00	\$2,250.00	300.00	\$2,250.00	0%	\$0.00
02050-E	Demolish old pier section	SF	\$5.00	1480.00	\$7,400.00	1588.00	\$7,940.00	7%	\$540.00
02200-A	Excavate at boat launch area	LS	\$1,200.00	1.00	\$1,200.00	1.00	\$1,200.00	0%	\$0.00
02290-A	Aggregate base under ramp and piers (610 crushed limestone) (4" min thickness)	SY	\$17.08	655.00	\$11,187.40	655.00	\$11,187.40	0%	\$0.00
02457-A	Provide marine treated piles	LF	\$20.00	1350.00	\$27,000.00	1350.00	\$27,000.00	0%	\$0.00
02457-B	Remove existing timber piles	EA	\$75.00	84.00	\$6,300.00	88.00	\$6,600.00	5%	\$300.00
03000-A-1	Concrete launch - Launch #1	SY	\$79.25	90.00	\$7,132.50	93.33	\$7,396.40	4%	\$263.90
03000-A-2	Concrete launch - Launch #2	SY	\$79.25	135.00	\$10,698.75	138.39	\$10,967.41	3%	\$268.66
03000-A-3	Concrete launch - Launch #3	SY	\$79.25	135.00	\$10,698.75	138.39	\$10,967.41	3%	\$268.66
03000-A-4	Concrete launch - Launch #4	SY	\$79.25	90.00	\$7,132.50	93.33	\$7,396.40	4%	\$263.90
03300-B	Concrete Approach Slab	SY	\$81.75	390.00	\$24,525.00	290.39	\$23,739.38	-5%	(\$785.62)
06135-A	Provide pier framing for 6.5' pier section, including stringers, joist, blocking, wheel guard and all hardware	LF	\$75.15	390.00	\$22,545.00	277.26	\$20,836.09	-8%	(\$1,708.91)
06135-C	Provide 2x6 decking (fastening hardware included)	SF	\$8.65	1860.00	\$16,089.00	1661.06	\$14,368.17	-11%	(\$1,720.83)
ALTERNATE NO. 1									
03300-C	Provide concrete piles (Material Only)	LF	\$23.00	2710.00	\$62,330.00	2610.00	\$60,030.00	-4%	(\$2,300.00)
03300-D	Provide concrete piles (Labor Only)	LF	\$28.00	2710.00	\$75,880.00	2610.00	\$73,080.00	-4%	(\$2,800.00)
02457-A	Provide marine treated piles	LF	\$20.00	-1350.00	(\$27,000.00)	-1350.00	(\$27,000.00)	0%	\$0.00
CHANGE ORDER NO. 1 (Items added)									
06135-D	Wooden Approach to Existing Pier	LS	\$4,850.00	1.00	\$4,850.00	1.00	\$4,850.00	0%	\$0.00
03300-E	Concrete Approach to Pier 4A	LS	\$3,975.00	1.00	\$3,975.00	1.00	\$3,975.00	0%	\$0.00
03300-F	Concrete Approach to Pier 5A	LS	\$2,340.00	1.00	\$2,340.00	1.00	\$2,340.00	0%	\$0.00
CHANGE ORDER NO. 2 (Items added)									
06135-E	Remove and Install New Handrail	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00
06135-F	Provide Transition Ramp (1:12 max slope)	LS	\$100.00	1.00	\$100.00	1.00	\$100.00		\$100.00
TOTAL BASE BID:					\$295,471.40		\$293,161.16		(\$2,310.24)

COMPTON ENGINEERING, INC.
213-408.039

CHANGE ORDER NO. 2 (SUMMARY CHANGE ORDER)
00/03-02-1

Councilman Tadlock made a motion to accept Change Order No. 2 from Compton Engineering Inc., and J.E. Borries, Inc., for the Point Park Boat Ramp Pier Restoration Project contract as recommended and authorize the City Manager to execute the related documents. This is for a net decrease in the contract amount of \$2,310.24 for a total project cost of \$293,161.16 and increases 70 calendar days to contract. 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 6-7-16)

The next item for consideration was a request to advertise the resources of the City through the Boys & Girls Clubs of Jackson County 24th Annual Steak & Steak Dinner on June 23, 2016, at the Jackson County Civic Center in Pascagoula, MS, for a Mentor sponsorship of \$550.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501(c)(3).

Councilman Tadlock made a motion to approve advertising the resources of the City through the Boys & Girls Clubs of Jackson County 24th Annual Steak & Steak Dinner on June 23, 2016, at the Jackson County Civic Center in Pascagoula, MS, for a Mentor sponsorship of \$550.00 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 6-7-16)

The next item for consideration was a request to advertise the resources of the City through the Zonta Club of Pascagoula – 39th Annual Arts & Crafts Festival in the Downtown Plaza on October 1, 2016, in the amount of \$1,500.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501(c)(3).

Councilman Tadlock made a motion to approve advertising the resources of the City through the Zonta Club of Pascagoula – 39th Annual Arts & Crafts Festival in the Downtown

Plaza on October 1, 2016, in the amount of \$1,500.00 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 6-7-16)

The next item for consideration was a request to advertise for Request for Proposals (RFP) for the Disaster and Emergency Management Services as recommended by Jaci Turner, City Engineer.

Councilman Tadlock made a motion to approve and authorize the City Clerk to advertise for Request for Proposals (RFP) for Disaster and Emergency Management Services 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 6-7-16)

The next item for consideration was a request to reject all bids received for the Annual Sand Bid #358 and the re-advertisement as recommended by Jaci Turner, City Engineer. The specifications for this bid have been revised.

Councilman Tadlock made a motion to approve the request to reject all bids received for the Annual Sand Bid #358 and authorize the City Clerk to re-advertise for bids 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 6-7-16)

The next item for consideration was a request to advertise for the annual Concrete Bid #361 as recommended by Jaci Turner, City Engineer.

Councilman Tadlock made a motion to approve the request to advertise for bids for the annual Concrete Bid #361 and authorize the City Clerk to advertise for bids 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 6-7-16)

The next item for consideration was an Order for 2704 Canty, 4710 Naquin and 1204 Telephone, to determine whether the 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 July 5, 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 uncleanliness as to be a menace to the public health and safety of this community.

EXHIBIT A

Tax Parcel Number following and	Owner(s) and	Described at the
<u>Property Address</u>	Jackson County, MS, <u>Mailing Address</u>	<u>Deed Books and</u>
<u>Pages</u>		
41470021.000 Page 280 4710 Naquin Cortez Keeton, II 6500 Hans Road	William F. Keeton and Moss Point, MS 39563	Deed Book 1324,
41702754.000 Page 649 1204 Telephone	Daniel Huynh 5521 Ann Street Theodore, AL 36582	Deed Book 1722,
41585030.000 Page 367 2704 Canty 2215 Taylor Street	Mary F. Culpepper and Thomas B. Culpepper Pascagoula, MS 39567	Deed Book 1314,

The above Order was introduced by Councilman Tadlock, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 7th day of June, 2016.

The next item for consideration was a sponsorship request to advertise the resources of the City through the Pascagoula Kiwanis Club for the 7th Annual Bowling Tournament in the amount of \$400.00 as requested by Jennifer Kaup, a member of the Pascagoula Kiwanis Club. The proceeds will benefit the DREAM Program and other local charities from which kids benefit.

Councilman Tadlock made a motion to approve the request to advertise the resources of the City through the Pascagoula Kiwanis Club 7th Annual Bowling Tournament sponsorship in the amount of \$400.00 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 6-7-16)

The next item for consideration was a request to apply for the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) as recommended by Jen Dearman, Community and Economic Development Director. The City of Pascagoula is eligible for \$17,786.00 and the Police Department will use the funds to purchase interior vehicle visor lights and rear lighting for sixteen (16) police vehicles.

Councilman Tadlock made a motion to approve the request to apply for the FY 2016 Edward Byrne Memorial Justice Grant (JAG) as recommended. The City of Pascagoula is eligible for \$17,786.00 and the Police Department will use the funds to purchase interior vehicle visor lights and rear lighting for sixteen (16) police vehicles. 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 6-7-16)

(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 to submit the Dr. Pepper Snapple 2016 Park Recycling Grant Application as recommended by Jen Dearman, Community and Development Director. The application is for 15 recycling bins with a City match of 5 recycling bins which will be provided by the Parks and Recreation Department budget.

Councilman Tadlock made a motion to approve the request to submit the Dr. Pepper Snapple 2016 Park Recycling Grant as recommended. The application is for 15 recycling bins with a City match of 5 recycling bins which will be provided by the Parks and Recreation Department budget. 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 6-7-16)

(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 organizations for the Community Development Block Grant FY 2016 – Public Services Agencies as recommended by Jen Dearman, Community and Economic Development Director.

After several comments, Councilman Tadlock made a motion to "TABLE" the request to approve the organizations for the Community Development Block Grant FY 2016 – Public Services Agencies 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. (Tabled 6-7-16)

The next item for consideration was a request to advertise the project for drainage improvements along Washington Avenue, west of Ruland Street, as well as south and east of Briarwood Subdivision as recommended by Jaci Turner, City Engineer. This project will be funded through bond proceeds.

Councilman Tadlock made a motion to approve and authorize the City Clerk to advertise for bids for drainage improvements along Washington Avenue west, of Ruland Street, as well as south and east of Briarwood Subdivision 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 6-7-16)

The next item for consideration was approval of the proposed annual Elevator Inspections Contract with ATIS Elevator Inspections, LLC, St Louis, MO, according to the included pricing schedule as recommended by Jaci Turner, City Engineer. This is an increase requirement in place through the state and was not budgeted specifically.

Additional information is spread on the minutes as follows:

ATIS Elevator Inspections, LLC
Toll Free: 866-213-5382 / Fax: 727-264-2107

Mississippi
Elevator Inspection Services Proposal

Owner/Agent Name Heather Stover

Owner/Agent Address

Owner/Agent City, State, Zip Pascagoula MS

Owner/Agent Phone # 228-372-6835 Email
hstover@cityofpascagoula.com

Building Name Riverfront Parking Garage / Police Station / Rifle Range

Building Address

Building City, State Zip Pascagoula MS

Building Contact Name Heather Stover Phone # 228-372-6835

Scope of Services / Pricing Schedule

We pride ourselves on offering you the very best in Elevator Inspection and Consulting Services. We appreciate your business and the opportunity to serve you. As such we of ATIS Elevator Inspections, LLC will provide the following services per this agreement in compliance with the State of Mississippi Conveyance Program and the "Additional Terms and Conditions" found on page 2 of 2 for the "Building" listed above.

Services	Quantity	Price/Unit	Total
Annual Elevator Routine/Periodic Inspection (# of landings 3)	1	\$90.00	\$90.00
Annual Elevator Routine/Periodic Inspection (# of landings 2)	2	\$85.00	\$170.00
Certificate Fee (Passed Through to The State of Mississippi)	3	\$85.00	\$255.00
Grand Total:			\$515.00

1. For the purpose of this agreement the Annual Contract Amount will be considered the sum of the totals of all Annual Routine/Periodic Inspection Services listed above in the Pricing Schedule. The base price for elevator inspections is \$75 plus \$5 per landing, i.e. 2 floors = \$85. The Certification Fee is sent to the State of MS with the inspection reports.

Additional Terms and Conditions: ATIS Elevator Inspections, LLC, is a licensed and insured company that utilizes only Qualified Elevator Inspectors (Q.E.I.) as per the Authority Having Jurisdiction requirements. In this contract, the person who is contracting to receive inspection services will be referred to as "Owner", and ATIS Elevator Inspections, LLC, who will be providing the inspection services, will be referred to as "ATIS".

2. PAYMENT OF SERVICES: In exchange for services rendered, the Owner will pay compensation to ATIS in the contracted amount, payable as printed on the invoice.
3. TERMS: **Three year contract.**
4. CHARGES AND PAYMENT: Owner shall pay ATIS upon the receipt of an invoice for services provided by ATIS in accordance with this contract. A service charge of 1.5% per month, or the maximum allowed by law, if less, will be applied to outstanding balances which have not been paid in accordance with the terms printed on the invoice.
5. REMEDIES FOR DEFAULT: Owner's failure to pay any outstanding invoice for services rendered in accordance with the terms printed on the invoice shall constitute an Event of Default ("Default") under this contract. In addition to the service charge set forth in Section 3 above, upon Default and at any time thereafter so long as such Default is continuing, ATIS may, at its sole discretion, exercise one or more of the following remedies to the extent permissible under applicable law: (i) withhold and/or withdraw any and all inspection reports or certifications filed by ATIS on behalf of Owner; (ii) record a mechanic's lien on any and all real property containing inspected equipment; and (iii) exercise any other right or remedy which may be available to ATIS under applicable law.
6. INDEMNIFICATION; LIMITATION OF LIABILITY: N/A
7. ASSIGNMENT; BINDING EFFECT: Owner may not assign its rights and/or obligations under this contract without the prior written consent of ATIS. This contract is legally binding upon the Owner and its respective heirs, representatives, successors, and assigns.
8. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.
9. SEVERABILITY: If any provision of this contract is invalid or unenforceable, but that by limiting such provision will be deemed to be written, construed, and enforced as so limited.
10. AMENDMENT: This contract may only be modified or amended by signed writing.
11. GOVERNING LAW: This contract shall be construed in accordance with laws of the State of Mississippi.
12. NOTICE: Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. ACCEPTANCE OF CONTRACT: The above prices, specifications and conditions are hereby accepted by Owner or Owner's authorized representative. ATIS is authorized to perform the work as specified above. Payments to be made as specified above.
14. ADDITIONAL OWNER RESPONSIBILITY: It is the responsibility of the Owner to provide complete access to all areas necessary to do the inspection and / or witnessing of periodic tests contracted for. Also, it is the Owner's responsibility to arrange and schedule all additional persons required to be present during our inspection and/ or witnessing.
15. In the event of breach of contract or the failure to pay the price when due, ATIS may at its own option declare all sums due or to become due under the contract for the unexpired term of the contract immediately due & payable & until the same are paid, the Owner agrees that ATIS is discharged from any further obligations to perform. In this event the monies due shall bear interest at the maximum rate allowed by law. Interest when not paid shall compound where permitted by law. In the event legal or other action & costs reasonably incurred by it; with interest in conjunction with such action.

I as the Owner/Agent of **City of Pascagoula** understand the terms of this agreement authorizing ATIS Elevator Inspections, LLC to provide services as listed above:

Print Name of Building Owner/Agent: _____

Signature of Building Owner/Agent: _____

Date: _____

Approved by Ross Preston of ATIS Elevator Inspections, LLC

Signature: _____

Date: 05/03/2016

Councilman Tadlock made a motion to approve the proposed annual Elevator Inspections Contract with ATIS Elevator Inspections, LLC, St. Louis, MO, as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". (Approved 6-7-16)

The next item for consideration was a Resolution supporting restoration of passenger rail service between New Orleans, LA, and Orlando, FL, as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION SUPPORTING RESTORATION OF
PASSENGER RAIL SERVICE BETWEEN
NEW ORLEANS, LOUISIANA AND ORLANDO, FLORIDA**

WHEREAS, before Hurricane Katrina, Amtrak's Sunset Limited passenger line was the only transcontinental passenger rail service from Los Angeles passing through New Orleans to Orlando; and

WHEREAS, Hurricane Katrina damaged a portion of the rail infrastructure along the Gulf Coast as well as caused the loss of other portions of the infrastructure, including the total loss of the passenger rail terminal facility in Mobile, AL, and the main line rail bridge between Bay St. Louis and Gulfport, MS; and

WHEREAS, Amtrak suspended all service on the eastern portion of the Sunset Limited line from New Orleans through Bay St. Louis, Gulfport, Biloxi, Pascagoula, Mobile, Atmore, Pensacola, Crestview, Chipley, Tallahassee, Madison, Lake City, and Jacksonville to Orlando; and

WHEREAS, CSX Transportation and Norfolk Southern (the freight railroad companies that own the tracks on which Gulf Coast passenger rail service will operate) have both committed to cooperating with Amtrak in providing this vital service across the Gulf Coast and to do so in a more efficient manner than prior to Hurricane Katrina; and

WHEREAS, restoration of passenger rail service to the eastern Gulf Coast will facilitate job creations through development opportunities, enhance tourism, and reduce environmental impact to the coastal states of Louisiana, Mississippi, Alabama and Florida; and

WHEREAS, communities not directly located on the suspended route, and citizens which have limited transportation access, options or physical challenges will be greatly served through an available long distance intercity passenger rail service within reasonable driving distance that provides links to the regional and national intermodal transportation system; and

WHEREAS, such resumption of passenger rail service will also benefit the entire nation by providing a link to the Gulf Coast from the Midwest and West Coast; and

WHEREAS, the Passenger Rail Investment and Improvement Act of 2008 called for Amtrak to study the potential return of passenger rail service from New Orleans to Orlando; and

WHEREAS, Section 11304 of Fixing America's Surface Transportation Act (or "FAST Act") of 2015 mandates the Federal Railroad Administration to convene a working group to evaluate the restoration of intercity rail passenger services in the Gulf Coast region between New Orleans, Louisiana, and Orlando, Florida, and to submit findings by September, 2016; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pascagoula, Mississippi, recommends and supports the restoration of dependable, daily passenger rail service along the suspended route between New Orleans, Louisiana, and Orlando, Florida, with a designated stop in Pascagoula, Mississippi.

The above Resolution was introduced by Councilman Tadlock, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 7th day of June, 2016.

The next item for consideration was a request to authorize the City Council to attend the ACCE – (American City County Exchange) Annual Meeting through the American Legislative Exchange Council in Indianapolis, IN, on July 27-29, 2016, as recommended by Joe Huffman, City Manager.

Councilman Tadlock made a motion to approve the request for authorization for City Council to attend the ACCE – (American City County Exchange) Annual Meeting through American Legislative Exchange Council in Indianapolis, IN, on July 27-29, 2016, 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 6-7-16)

The next item for consideration was approval to request \$142,649.55 from the City's Wireless Communication Funds, which are held by the Department of Public Safety as recommended by Kenny Johnson, Police Chief. These funds will be used to replace outdated mobile data terminals.

Additional information is spread on the minutes as follows:



Pascagoula Police Department

P.O. Drawer 385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

Kenny Johnson, Chief of Police

To: Joe Huffman, City Manager
From: Shannon J. Broom, Captain of Administration
Date: May 26, 2016
Subject: Wireless Communication Funds

Please see the enclosed draft letter to the Mississippi Department of Public Safety requesting funds in the amount of \$142,649.55 be contributed to the "Wireless Communication Program" which will assist with the necessary funding for the purchase of 45 Panasonic CF-54 lap top computers and docking stations for our department's Mobile Data Terminals (MDT's). Our current MDT's have passed their "end of life cycle" and Panasonic will no longer service them or produce replacement parts, such as batteries.

The funds in the Wireless Communication Program in Jackson accumulate from the surcharge on sixty three (63) violations or traffic tickets, which our department issued. The funds continue to grow in the Wireless Communication Program. Our yearly goal is to utilize the monies to fund our MDT program with things such as air cards and repairing or replacing parts that break or stop working due to normal wear and tear. Our current MDT's have passed their "end of life cycle" and need to be replaced. This project will help maintain the professional services our citizens are used to being provided by the City of Pascagoula's Police Department.

As per the Department of Public Safety's usual procedure, they require the request for funds be submitted by the Mayor of the requesting city. Therefore, I would like to request the Council's approval for Mayor H. J. Blevins to submit a request for the necessary funds needed for the cost of the wireless card service for the mobile computers.

If you have any questions concerning this matter, please feel free to contact me. A draft letter from the Mayor has been included for your convenience.

Respectfully,

Shannon Broom
Captain of Administration
Enclosures (2)



"To protect and serve"

HARRY J. BLEVINS
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE C. WILLIAMS
CITY ATTORNEY



CITY COUNCIL

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

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

May 26, 2016

Ms. Judy Rather
Mississippi Department of Public Safety
P.O. Box 958
Jackson, MS 39205

RE: Wireless Communication Fund

Dear Ms. Rather,

The City of Pascagoula is requesting \$142,649.55 from the available funds that we have contributed to the “Wireless Radio Communication Program.” The funds will provide the necessary funding for the purchase of 45 Panasonic CF-54 lap top computers and docking stations for our department’s Mobile Data Terminals (MDT’s). Our current MDT’s have passed their “end of life cycle” and Panasonic will no longer service them or produce replacement parts, such as batteries.

The amount requested will enable the Pascagoula Police Department to continue to provide officers with MDT’s in their patrol vehicles. This will help maintain the professional services our citizens are used to being provided by the City of Pascagoula’s Police Department.

Respectfully,

Harry J. Blevins
Mayor
City of Pascagoula

Councilman Tadlock made a motion to authorize the Mayor to submit a letter to the Mississippi Department of Public Safety from the City’s Wireless Communication Funds for a request of \$142,649.55 as recommended. These funds will be used to replace outdated mobile data terminals. 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 6-7-16)

The next item for consideration was a request for approval of the revised Interlocal Agreement for the South Mississippi Metro Enforcement Team as recommended by Kenny Johnson, Police Chief. The agreement is for the creation of a multi-agency narcotics and interdiction enforcement team for the enforcement of the uniform controlled substances laws

and to combat smuggling activities in the Cities of: Gautier, Moss Point, Ocean Springs, Pascagoula and in the county of Jackson, Mississippi.

The agreement is spread on the minutes as follows:

**REVISED INTER-LOCAL AGREEMENT FOR THE CREATION OF A
MULTI-AGENCY NARCOTICS AND INTERDICTION ENFORCEMENT
TEAM FOR THE ENFORCEMENT OF THE UNIFORM CONTROLLED
SUBSTANCES LAWS AND TO COMBAT SMUGGLING ACTIVITIES IN
THE CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS,
PASCAGOULA AND IN THE COUNTY OF JACKSON, MISSISSIPPI;
AND FOR RELATED PURPOSES**

WHEREAS, the South Mississippi Metropolitan Enforcement Team, was created pursuant to an Inter-local Agreement entered by and among the cities of Gautier, Moss Point, Pascagoula and their respective Law Enforcement Agencies, which Agreement went into effect in December, 2013; and

WHEREAS, a Revised Inter-local Agreement was entered into in June of 2014 for the purposes of adding the City of Ocean Springs and Jackson County, Mississippi, to the Inter-local Agreement; and

WHEREAS, the governing authorities of the aforesaid cities and county are interested in expanding the scope of the Inter-local Agreement to include interdiction to combat smuggling activities along major corridors, such as weapons, human trafficking, drugs and/or other, to collect and share intelligence, and to deter criminal activities in the jurisdictions of the participating cities and county: and

NOW, THEREFORE, THE CITIES OF GAUTIER, MOSS POINT, OCEAN SPRINGS, PASCAGOULA, AND THE COUNTY OF JACKSON, MISSISSIPPI, TOGETHER WITH THEIR RESPECTIVE LAW ENFORCEMENT AGENCIES, DO HEREBY COVENANT, CONTRACT AND AGREE AS FOLLOWS:

1. **Parties:** Parties to this Agreement are the City of Gautier (Gautier), City of Moss Point (Moss Point), City of Ocean Springs (Ocean Springs), City of Pascagoula (Pascagoula), and County of Jackson (Jackson County) and their respective Law Enforcement Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the five Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Laws, which are codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972, as amended, as well as interdiction enforcement of smuggling activities along major corridors, such as weapons, human trafficking, drugs and/or other, to collect and share intelligence with federal agencies, and to deter criminal activities in the jurisdictions of the participating Agencies.

3. **Authority:** Each party that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise “any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...”.
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the five Agencies that are signatory hereto, the same being the Law Enforcement Departments of Gautier, Moss Point, Ocean Springs, Pascagoula, and Jackson County.
5. **Effective Date:** The MET created by this Agreement shall become effective and operational immediately after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of two (2) years commencing the 1st of July, 2016, and ending on the 1st day of July, 2018. This Agreement shall be automatically renewed annually thereafter unless three or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the municipal Agencies, and the Sheriff of Jackson County, who will be voting members. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the voting members of the Board, or their designated first alternate, present at the meeting, shall constitute a quorum for voting purposes. Each Board member may designate one individual as an alternate to serve in the place of an absent Board member. The alternate shall be allowed to cast a vote for that Board member on any matters that may come before a meeting of the Board at which the alternate is in attendance. In the event that neither the Board member, nor his alternate, can attend a Board meeting, a second alternate may be sent to the meeting to represent the absent Agency. The second alternate, however, shall not have a vote in any matter coming before the Board.

8. **Organization:** The parties agree that the Jackson County Sheriff's Department shall be designated as the "Lead Agency" for the MET created pursuant to this Agreement. The parties also agree that the current Commander of the MET will be retained. Future, or replacement Commanders, shall be appointed by the Board.
9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two agents and one interdiction officer to serve on the MET. The Jackson County Sheriff shall appoint two agents, one interdiction officer, one secretary and one evidence technician to serve on the MET. The Chief of the Moss Point Agency shall appoint one agent and one interdiction officer. The Chief of the Gautier Agency shall appoint one agent and one interdiction officer. The Chief of the Ocean Springs Agency shall appoint one agent and one interdiction officer. Any Agency that fails to meet its minimum personnel requirements for a period exceeding sixty days shall be excluded from any forfeiture proceeds and the handling of any Agency initiated cases until such time as the defaulting Agency meets its minimum personnel requirements. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City or County by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchase of material and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities. A quorum for any meeting of the Board shall consist of a majority of the voting members, or their designated first alternates, present at the meeting.

The City of Pascagoula will retain its responsibility of Information Technology (IT) for the MET.

10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency or Sheriff by whom such member is employed to impose such discipline. Should a majority of the Board consider that the discipline as imposed by such Chief or Sheriff is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated team members with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon. In

light of the fact that the MET is already in existence under a previous Inter-local Agreement, all assets presently being used by the existing MET will remain in place for use by the MET that is created pursuant to this Agreement. Jackson County will furnish the building for the location and operation of the MET.

12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities and County, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Jackson County shall be the County which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the Cities and County, which shall remain the property of those Cities and the County. The Clerk of the Board of Supervisors for Jackson County shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each Agency that is signatory for this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The Clerk of the Board of Supervisors for Jackson County shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which member of the MET owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by Jackson County for the benefit of the Agencies that are signatory hereto. Immediately, upon final approval of this agreement the City of Pascagoula will provide an inventory of all the assets under control of the MET with the name of the agency contributing the assets. In addition, within the same time frame, all funds of the MET being held by the City of Pascagoula in the MET's holding account and working account will be transferred to Jackson County for deposit in a holding and working account for the MET. Also, proceeds, vehicles, or other items from forfeitures that are pending involving the MET when this agreement goes into effect shall be transferred to Jackson County once the forfeitures are complete and the appeal times have run.
13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for all items to be acquired with MET funds.
14. **Termination:** Participation in the MET by any Agency may be terminated at any time by the passage of a resolution by the Agency's governing authority indicating an intent to withdraw from the MET. If a single Agency elects to discontinue participation in the MET, the equipment and any unused grant funds said Agency supplied will be returned to them. The remaining Board members shall make a determination as to what, if any other assets, will be relinquished to the departing Agency. If three or more

Agencies elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Agencies as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET, at the time of the dissolution, shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City or County, which funds shall be refunded to those governing authorities, and with the exception of grant funds which will be returned to the entity which applied for said funds. This determination shall be made by the Board at the final meeting thereof to preside over the distribution of MET Assets.

15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities and County. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities and County, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all law enforcement agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** Location of the MET for all operations pursuant to this Agreement shall be at the former Jackson County Task Force building located on Magnolia Street in the City of Pascagoula.
18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, and the Sheriff of Jackson County, or their respective designees.
19. **Prior Agreement:** The Inter-local Agreement previously entered into by and among the cities of Pascagoula, Moss Point and Gautier, in December, 2013, and amended in June 2014 to add the City of Ocean Springs and Jackson County shall remain in full force and effect until such time as approval of this present Agreement has been received from the office of the Attorney General for the State of Mississippi, at which time, this Agreement

shall supersede and replace the previous Inter-local Agreement referenced hereinabove.

Witness the signatures of the participating parties on this the _____ day of _____, 2016.

City of Pascagoula, Mississippi

S E A L

By: _____ Date
Mayor

By: _____ Date
City Clerk

By: _____ Date
Police Chief

City of Gautier, Mississippi

S E A L

By: _____ Date
Mayor

By: _____ Date
City Clerk

By: _____ Date
Police Chief

City of Moss Point, Mississippi

S E A L

By: _____ Date
Mayor

By: _____ Date
City Clerk

By: _____ Date
Police Chief

City of Ocean Springs, Mississippi

S E A L

By: _____ Date _____
Mayor

By: _____ Date _____
City Clerk

By: _____ Date _____
Police Chief

Jackson County, Mississippi

S E A L

By: _____ Date _____
President, Board of Supervisors

By: _____ Date _____
Clerk of the Board

By: _____ Date _____
Sheriff

Approved:

Attorney General Jim Hood

By: _____

Date _____

Councilman Tadlock made a motion to approve the revised Interlocal Agreement for the South Mississippi Enforcement Team as recommended and authorize the Mayor, City Clerk and Police Chief to sign any related documents. The agreement is for the creation of a multi-agency narcotics and interdiction enforcement team for the enforcement of the uniform controlled substances laws and to combat smuggling activities in the Cities of: Gautier, Moss Point, Ocean Springs, Pascagoula and in the county of Jackson, Mississippi. 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 6-7-16)

(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 of a Resolution ratifying the Interlocal Agreement with Jackson County for participation in the Emergency Medical Services District as recommend by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION RATIFYING INTERLOCAL AGREEMENT WITH
JACKSON COUNTY FOR PARTICIPATION IN THE
EMERGENCY MEDICAL SERVICES DISTRICT**

WHEREAS, on or about November 20, 2000, the City of Pascagoula entered into an Interlocal Agreement with the Board of Supervisors of Jackson County, Mississippi, to establish an Emergency Medical Services District; and

WHEREAS, the Interlocal Agreement was subsequently approved by the Attorney General in accordance with the statutes made and provided; and

WHEREAS, pursuant to Paragraph 4 of the aforesaid Interlocal Agreement, a copy of which is attached hereto as an exhibit to this resolution, successive governing bodies may ratify and approve the Agreement as terms expire and new terms begin; and

WHEREAS, the Board of Supervisors has recently requested that the City of Pascagoula go on record as ratifying the Interlocal Agreement:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Interlocal Agreement entered into by and between the City of Pascagoula and Jackson County on or about November 20, 2000, is hereby ratified and approved in all of its particulars.

SECTION 2. A certified copy of this resolution shall be served upon the Director of Emergency Services for Jackson County and upon the President of the Jackson County Board of Supervisors.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF JACKSON COUNTY, MISSISSIPPI APPROVING
INTERLOCAL AGREEMENT WITH THE CITY OF PASCAGOULA FOR
PARTICIPATION IN EMERGENCY MEDICAL SERVICES DISTRICT

WHEREAS, the Board of Supervisors and the City of Pascagoula desire to memorialize their agreement for participation in the EMS District by entering into an Interlocal Agreement, a copy of which is attached hereto;

BE IT, THEREFORE, RESOLVED that the Board of Supervisors hereby approves the *Interlocal Agreement Between Jackson County, Mississippi and the City of Pascagoula, Mississippi for Emergency Medical Services District*, subject to approval of the Office of the Attorney General, and authorize Manly Barton and Terry Miller, President and Clerk, respectively, of the Board of Supervisors, to execute same.

The motion to approve the foregoing resolution was made by Supervisor Barton seconded by Supervisor Broussard, and the following vote was recorded:

Supervisor Barton	<u>Yes</u>
Supervisor Norvel	<u>Yes</u>
Supervisor Broussard	<u>Yes</u>
Supervisor Leach	<u>Yes</u>
Supervisor McKay	<u>Yes</u>

RESOLVED, this the 20th day of November, 2000.

ATTEST:

BOARD OF SUPERVISORS

Terry Miller
Terry Miller, Clerk of the Board

By: Manly Barton
Manly Barton, President

STATE OF MISSISSIPPI

COUNTY OF JACKSON

**INTERLOCAL AGREEMENT BETWEEN
JACKSON COUNTY, MISSISSIPPI AND THE
CITY OF PASCAGOULA, MISSISSIPPI FOR PARTICIPATION
IN EMERGENCY MEDICAL SERVICES DISTRICT**

WHEREAS, Jackson County, Mississippi (hereinafter "County") has previously operated and been organized as an EMS District pursuant to Mississippi Code Annotated Section 41-59-51 with the Jackson County Board of Supervisors being the governing authority of said District and with Jackson County heretofore providing the subsidy therefor, per Mississippi Code Annotated Section 41-59-61; and

WHEREAS, the City of Pascagoula (hereinafter "City") has the authority pursuant to Mississippi Code Annotated Section 41-59-51 to enter into this agreement to formally become part of and join said EMS District; and

WHEREAS, the County and the City are of the opinion that it is in the best interest of the citizens of Jackson County for the County to be organized as an EMS District for the enhancement and provision of quality Emergency Medical Services within said County; and

WHEREAS, both are desirous of memorializing their agreement pursuant to Mississippi Code Annotated Section 17-13-1, et. seq.; and

WHEREFORE, PREMISES CONSIDERED, County and City do hereby agree to the following and express their intent to be bound thereby:

1. EMS DISTRICT

County shall be organized as an EMS District, City expressing its consent to be a part thereof pursuant to authority granted via Mississippi Code Annotated Section 41-59-51 with the Jackson County Board of Supervisors being the governing authority thereof and providing the subsidy required therefore. Jackson County, as governing authority for the District shall be authorized to receive all EMSOF funds for said District.

2. EMS ADVISORY BOARD

There shall be established an EMS Advisory Board of which each municipality shall appoint one member; comprised of 2 members of the Jackson County Board of Supervisors; 2 members of the Jackson County Fire District (one east and one west); one member of the E911 Commission and one Emergency Physician or Registered Nurse from Singing River Hospital. This Board shall have advisory capacity only to the Board of Supervisors and its purpose shall be to participate in, review, and address issues affecting, directly or indirectly, Emergency Medical Services in Jackson County. They shall meet as often as necessary and shall review on a monthly basis response time reports of the Lead Agency, response time exclusions, and address concerns voiced concerning Emergency Medical Services within the District. The Advisory Board shall also be charged with making suggestions and recommendations to the Board of Supervisors for the enhancement of Emergency Medical Services within the District.

10/13
213

Within sixty (60) days of the execution of this agreement, City shall appoint one member to serve on said Board and advise the Jackson County Board of Supervisors in writing of the member appointed.

3. NOTICE

Both parties acknowledge that City has been allowed to participate in and comment on the contract for Advanced Life Support Ambulance Services with Acadian Ambulance Service for the Jackson County EMS District and acknowledge the importance for purposes of said document of all parties to remain a member of said District. Both parties acknowledge that the ability to bind themselves for the term of the contract is essential to the provision of quality Emergency Medical Services in Jackson County and for the benefit of all of its citizens. Based on the foregoing, City agrees that should concerns arise regarding the provision of Emergency Medical Services within Jackson County, City will immediately give notice of said complaints to the Board of Supervisors as well as the EMS Advisory Board. If the complaints involve failure of the Lead Agency to perform according to the terms of its contract, then County shall have ninety (90) days to address said complaints. In the event that the Lead Agency fails to perform under its contract, City shall have the right to withdraw from the Jackson County EMS District upon one hundred eighty (180) days notice, in writing, to the Board of Supervisors.

4. RATIFICATION OF GOVERNING AUTHORITIES

This agreement is subject to ratification by the new governing authorities of County and City, in the event the term of said this Interlocal Agreement extends beyond any term of office of the elected officials of County and City.

5. FUTURE CONTRACTS AND AGREEMENTS

In the event that the County requests proposals, or enters into any future contracts or modifications thereof, affecting the provision of Emergency Medical Services for the District, the EMS Advisory Board shall be allowed to participate. It shall be the responsibility of the appointee of the City to notify and keep the governing authorities of the City informed as to any occurrence which may affect the provision of Emergency Medical Services for said City.

6. TERMINATION/MODIFICATION

This agreement may be terminated, altered, amended or modified by written agreement of the County and City after and pursuant to authorization by their respective governing authorities and approval by the State Attorney General; provided, that any such termination, alteration, amendment or modification shall not void or terminate any obligations or rights already undertaken or granted pursuant to this agreement and shall operate prospectively only.

7. APPROVAL OF AGREEMENT

This Agreement shall be ratified and approved by the respective governing authorities of County and City, and shall be expressly subject to the approval of the Office of the Attorney General of the State of Mississippi as required by Mississippi Code Annotated Section 17-13-11. This Agreement shall be filed and recorded as required by Mississippi Code Annotated Section 17-13-11.

IN WITNESS WHEREOF, the parties hereto have caused the execution and delivered of this Agreement on the date set opposite the signatures.

BOARD OF SUPERVISORS OF
JACKSON COUNTY, MISSISSIPPI

By: _____
Manly Barton, President

_____ Date

ATTEST:

Terry Miller, Clerk of the Board

CITY OF PASCAGOULA, MISSISSIPPI

By: _____
Joe Cole, Mayor

_____ Date

ATTEST:

Brenda Reed, City Clerk

3
1715

The above Resolution was introduced by Councilman Tadlock, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Resolution adopted on the 7th day of June, 2016.

The next item for consideration was a request to approve an Agreement for Ice Vending Services at Point Park with Safe Harbor Investments, Inc., as recommended by Darcie Crew, Parks and Recreation Director. The service dates are from June 8, 2016, to June 7, 2017.

The agreement is spread on the minutes as follows:

**VENDOR AGREEMENT BETWEEN
SAFE HARBOR INVESTMENTS, INC.
AND THE CITY OF PASCAGOULA
FOR ICE VENDING SERVICES AT POINT PARK**

The parties to this agreement are Safe Harbor Investments, Inc. (Vendor) and the City of Pascagoula, Mississippi (City). Vendor is the owner of a portable ice vending machine and has proposed to locate this machine at Point Park (Park) on a periodic basis, not to exceed 179 consecutive days at a time, to sell ice to boaters and any other individuals frequenting the Park. The City has formed the opinion that Vendor's proposal is viable and will greatly benefit and enhance the patronage of the Park. The parties, therefore, covenant and agree to the following terms and conditions:

1. Vendor shall locate its equipment in the vicinity of the existing restroom facility at the Park (Site). The site will be specifically defined by the City prior to the Vendor's location of its equipment and a vicinity map provided by the City. The equipment shall be mounted on a trailer, or other suitable platform, and shall be completely portable.
2. Vendor shall connect to water and sewer at the site, which will be provided by the City. Vendor shall be responsible for acquiring a power source to operate Vendor's equipment.
3. Vendor shall be allowed to operate its equipment at the site for a period not to exceed 179 consecutive days in any given year, after which time the equipment shall be removed from the premises for maintenance purposes for at least 24 hours. Upon return to the Site, Vendor may operate for a second period of 179 consecutive days.
4. This agreement shall commence on the date of approval by the City Council and continue for one year thereafter. The agreement shall automatically renew for one-year terms, subject to Paragraph 11, unless either party gives written notice to the other within thirty (30) days prior to any anniversary date, of an intent not to renew the agreement.

5. Either party may, at any time, and upon thirty (30) days written notice, terminate this agreement with or without cause. Upon termination of the agreement, Vendor shall have twenty-four (24) hours within which to remove its equipment.
6. Vendor shall, at all times, be responsible for the maintenance and upkeep of its equipment and shall keep the same fully insured against all perils. Vendor, at its sole cost and expense, shall, during the entire term of this Vendor Agreement, procure, pay for and keep in full force and effect comprehensive general liability and property damage insurance with respect to operations under this Vendor Agreement for not less than One Million (\$1,000,000.00) Dollars combined limit per occurrence for bodily injury, death, and property damage liability. The City accepts no responsibility for any damages or losses incurred by the Vendor during this or any subsequent term of this Agreement. Vendor shall maintain the premises surrounding the equipment in a neat and orderly manner and shall be responsible for removing any and all debris generated by the operation of its business at the site.
7. Vendor agrees to fully indemnify and hold harmless the City of Pascagoula, the State of Mississippi, the Secretary of State, the Governor, and their successors, employees, officers and agents from any and all claims that might arise from Vendor's use of the site, the operation of its equipment, or acts of any of its employees. This indemnity and hold harmless agreement shall extend to and include damages, attorney fees, court costs, and expenses of any kind associated with litigation, mediation, arbitration or any other form of dispute resolution to which the City and State might be legally subjected or compelled to attend, as a result of Vendor's use of the site.
8. Vendor shall provide a point of contact for emergency purposes and shall keep the City informed of any changes in the point of contact immediately upon effecting such change. The Vendor's point of contact for emergency purposes shall be Aaron Williamson at 251-510-3846 or Brian Williamson at 251-490-4529, email: safeharborinvestmentsinc@gmail.com

9. City's point of contact for emergency purposes shall be Darcie Crew, Director of Parks & Recreation, for the City of Pascagoula, who may be reached at 228-938-2357 or 228-218-6032, email: darcies@cityofpascagoula.com or the City Manager, or his designee, located at 603 Watts Avenue in the City of Pascagoula at 228-938-6614 or 228-762-1020.
10. In the event that a named tropical storm or hurricane enters or forms in the Gulf of Mexico and, regardless of any forecast as to expected landfall, Vendor agrees, upon receipt of notice from the City and within eight (8) hours after receipt of such notice, to remove Vendor's equipment from the site. Should Vendor fail to do so, and should it become necessary for the City to effect removal of Vendor's equipment from the site, Vendor shall be responsible for any and all costs associated therewith. The City shall not be responsible, under these circumstances, for the return of Vendor's equipment to the site. The City will not be responsible for any damages that may be caused to the equipment by City's removal of the equipment from the site. The City will notify the Vendor when it is appropriate to return the equipment to the site.
11. As consideration for this Agreement, Vendor agrees to pay the City ten (10) percent of the gross proceeds from Vendor's operation for the initial term of this agreement. Income from this Agreement shall be used by the City to support maintenance, repair and upkeep of Point Park. The City reserves the right to renegotiate this sum in subsequent renewals of this agreement. Vendor further agrees that City, upon reasonable notice being given, shall be allowed to inspect Vendor's books of account pertaining to Vendor's operation of its ice dispensing machine at the site. Payment and supporting calculations on forms provided by City from the previous month's proceeds shall be made to the City beginning the first day of the month following Vendor's commencement of operation at the site and shall be due and payable on the first day of each month thereafter. Payments shall be considered delinquent if not made on or before the tenth (10th) day of the month, after which time a late fee equal to ten (10) percent of the amount due shall be assessed. Failure to

make payment within thirty (30) days of the due date shall establish cause to terminate this Vendor Agreement in the manner provided above.

12. Vendor's point of contact for non-emergency purposes shall be:

Aaron Williamson, phone: 251-510-3846

Brian Williamson, phone: 251-490-4529

5350 Cimaron Court

Theodore, AL 36582

safeharborinvestmentsinc@gmail.com

13. City's point of contact for non-emergency purposes shall be Darcie Crew, Director of Parks & Recreation, for the City of Pascagoula, who may be reached at 228-938-2357 or 228-218-6032, physical address: 2935 Pascagoula St., Pascagoula, MS 39567 email: darcies@cityofpascagoula.com

14. This writing constitutes the entire agreement of the parties and shall not be modified except in writing properly executed by each party. Vendor shall not be allowed to assign any portion of this agreement to any third party.

15. Vendor acknowledges that the City of Pascagoula does not own the property at the site and that the same is under lease with the State of Mississippi, through the Secretary of State as Land Commissioner. To the extent that any of the provisions contained in the City's lease with the State of Mississippi apply to the Vendor's operation, Vendor agrees to be bound thereby. Vendor acknowledges having been presented with a copy of the City's lease which is attached hereto and further acknowledges it has read the provisions of the lease and deed attached to the lease and is familiar with the terms and conditions set forth therein, and specifically acknowledges it will abide by any environmental restrictions and covenants continued therein.

16. Vendor covenants and agrees that it will not engage in any activity at the site which could possibly be considered illegal, immoral, or unsafe.

17. Vendor and City agree that this Vendor Agreement shall be construed according to the laws of the State of Mississippi. Furthermore, the venue for

any legal action of any type concerning this Vendor Agreement, whether mediation, arbitration, or litigation shall be in Jackson County, Mississippi.

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

City of Pascagoula

By: _____ Date: _____
Joseph R. Huffman, City Manager

Safe Harbor Investments, Inc.

By: _____ Date: _____
Aaron or Brian Williamson

Approved:

Mississippi Secretary of State

By: _____ Date: _____
Gerald McWhorter
Assistant Secretary of State, Public Lands

Councilman Tadlock made a motion to approve the Agreement for Ice Vending Services at Point Park with Safe Harbor Investments Inc., as recommended and authorize the City Manager to execute the related documents. The service dates are from June 8, 2016, to June 7, 2017. 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 6-7-16)

The following new business items were considered at this time:

The first item for consideration was an appointment to the Civil Service Commission as presented by Joe Huffman, City Manager. Mr. Huffman advised that John Gaffney, whose term expired 6-1-16, is interested in serving another term if re-appointed.

After brief comments, Councilman Tipton made a motion to re-appoint John Gaffney to the Civil Service Commission. 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 6-7-16)

The next item for consideration was an appointment to the Emergency Medical Services Advisory Board as presented by Joe Huffman, City Manager. Mr. Huffman recommended Donnie Carlson, Fire Chief, to be appointed.

After brief comments, Councilman Jackson made a motion to appoint Donnie Carlson, Fire Chief, to the Emergency Medical Services Advisory Board 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 6-7-16)

The next item for consideration was an Ordinance to establish the Central Business District for the City of Pascagoula and to repeal previous orders and resolutions purporting to establish such district as recommended by Jen Dearman, Community and Economic Development.

The Ordinance is spread on the minutes as follows:

AN ORDINANCE TO ESTABLISH THE CENTRAL BUSINESS DISTRICT FOR THE CITY OF PASCAGOULA, MISSISSIPPI; TO REPEAL PREVIOUS ORDERS OF THE CITY COUNCIL PURPORTING TO ESTABLISH SUCH DISTRICT; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.

WHEREAS, on or about the 16th day of January, 2001, the City Council of the City of Pascagoula declared a certain portion of the City to be the Central Business District thereof; and

WHEREAS, on or about the 16th day of July, 2002, by order spread upon its minutes, the City Council amended, nunc pro tunc as of January 16, 2001, the description of the Central Business District as set forth in the minutes of the January 16, 2001, meeting; and

WHEREAS, on or about the 18th day of January, 2011, the City Council, by order spread upon its minutes, did revise the description of the Central Business District to encompass additional commercial areas within the City; and

WHEREAS, given the non-contiguous nature of the various commercial corridors within the City and the City Council's desire to make available certain tax exemptions to developers of commercial enterprises within those corridors it is necessary to redefine the Central Business District; and

WHEREAS, the City Council has been advised by the City Attorney that it would be more appropriate to establish the Central Business District by ordinance as opposed to orders and resolutions as has been done in the past:

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

SECTION 1.

(a) All prior orders and resolutions of this Council purporting to describe and establish the Central Business District for the City of Pascagoula are hereby set aside and held for naught.

(b) Any and all tax exemptions previously awarded to developers in reliance upon their location within the Central Business District as previously designated by the City Council shall remain in full force and effect in accordance with the resolutions and orders authorizing same.

(c) The Central Business District of the City of Pascagoula is hereby designated and described as follows:

(1) All of those parcels of land lying within the Community Commercial, Downtown, Neighborhood Commercial and Regional Commercial Zones as depicted on the Official Zoning Map of the City of Pascagoula to which reference is herein made and the same being incorporated herein.

(2) All of those parcels of land lying within the Waterfront Mixed Use Zones located on the east bank of the east prong of the Pascagoula River, the north bank of Blodgett's Slip off of the east prong of the Pascagoula River and at the east end of Beach Blvd. adjacent to Bayou Chicot as designated on the Official Zoning Map for the City of Pascagoula to which reference is herein made and the same being incorporated herein.

SECTION 2. This ordinance shall not be codified.

SECTION 3. This ordinance shall take effect as provided by law.

The above Ordinance was introduced in writing by Councilman Hill, seconded for adoption by Councilman Pickett, and received the following vote: Mayor Blevins

“AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”.

Passed this the 7th day of June, 2016.

APPROVED:

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

APPROVED:

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

The next item for consideration was the Delmas Avenue Connectivity Project as recommended by Jen Dearman, Community and Economic Development Director. This project includes striping Delmas Avenue between Magnolia Street and Frederic Street to create parking and landscape areas. The costs include a field layout (\$2,500.00) and striping (\$5,000.00).

Councilman Tadlock made a motion to “TABLE” the Delmas Avenue Connectivity Project until a later date. 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”. (Tabled 6-7-16)

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

The next item for consideration was a request to approve the implementation of the Pascagoula Walk of Fame as recommended by Jen Dearman, Community and Economic Development Director.

After a question and answer session, Councilman Tadlock made a motion to “TABLE” the request to approve the implementation of the Pascagoula Walk of Fame until a later date. The motion was seconded by Councilman Pickett Tipton and received the following vote: Mayor Blevins “AYE”, Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Tabled 6-7-16)

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

Jen Dearman, Community and Economic Development Director, stated that she had two (2) extra items that needed to be added.

The first item for consideration was a request to advertise for bids for the MDOT Safe Routes to School Program Jackson Elementary Project as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Tadlock made a motion to authorize the City Clerk to advertise for bids for the MDOT Safe Routes to School Program Jackson Elementary Project 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”. This project is contingent on MDOT approval. (Approved 6-7-16)

The next item for consideration was a request for the MDOT Safe Routes to School Program Jackson Elementary Project Preliminary Services Contract Extension – Time Only as recommended by Jen Dearman, Community and Economic Development Director.

Councilwoman Simkins made a motion to approve the MDOT Safe Routes to School Program Jackson Elementary Project Preliminary Services Contract Extension – Time Only as recommended and authorize the City Manager to execute the period of performance extension request of Compton Engineering Preliminary Engineering Services contract through August 31, 2016. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 6-7-16)

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

The next item for consideration was an awarding of the contract for Garbage Collection Services (continued from May 17, 2016 meeting) based on the lowest bid price and content included in their full proposal document to Waste Pro of Mississippi, Inc., as recommended by Jaci Turner, City Engineer.

After a lengthy question and answer session, Councilman Tipton made a motion to “TABLE” the award of the contract for Garbage Collection Services for further discussion until the next Council meeting on June 14, 2016. 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”. (Tabled 6-7-16)

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

The next item for consideration was Budget Amendment #16.18 in the General Fund for Police training as recommended by Bobby Parker, City Clerk/Comptroller.

The Budget Amendment is spread on the minutes as follows:

<p style="text-align: center;">City of Pascagoula Budget Amendment # 16.18 June 7, 2016</p>			
General Fund	Current Budget	Budget Amendment	Amended Budget
Revenues:			
Miscellaneous:			
Miscellaneous	84,096	3,600	87,696
Total Revenues			
Expenditures:			
Police Training:			
Other Services & Charges:			
Training - Other	23,750	3,600	27,350
Total Expenditures			
Net Change in Fund Balance - General Fund			
	23,750	3,600	27,350

<p style="text-align: center;">To amend budget to provide authority for increased training expenditures financed by reimbursements by the state.</p>		-	

Councilman Tadlock made a motion to approve Budget Amendment #16.18 as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “AYE”. (Approved 6-7-16)

The next item for consideration was a request to approve the renewal of flood insurance for 51 City locations with Wright National Flood Insurance Company as recommended by Bobby Parker, City Clerk/Comptroller.

Councilman Jackson made a motion to approve the renewal of flood insurance for 51 City locations with Wright National Flood Insurance Company as recommended and authorize a check for \$65,902.00 for timely payment. 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 6-7-16)

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

Next for consideration were proposals for the City’s property insurance broker as presented by Bobby Parker, City Clerk/Comptroller.

Additional information is spread on the minutes as follows:

RFP AWARD RECOMMENDATION MEMORANDUM

Memorandum

TO: Pascagoula City Council

FROM: Comptroller's Office

Date: 6/7/2016

Submitted herewith for your review and concurrence is the award recommendation for the above referenced Request for Proposal.

HISTORY

On April 29, 2016, the City of Pascagoula Comptroller's Office solicited a Request for Proposal (RFP) for Property Insurance. The objective of the RFP was to contract with qualified and experienced firm(s) to provide consulting services with respect to the City’s commercial property insurance. In order to insure the objective was met, the RFP was issued with four (4) evaluation criteria addressed by the requirements of the RFP; (1) Firm's Qualifications and Ability to Perform; (2) Understanding of the COP's Business and Related Insurance Needs; (3) Qualifications and Experience of proposed Team Members; and (4) Quality and Comprehensiveness of the Proposal-Compliance with

RFP. The Proposals were opened on 5/6/2016, of the five (5) proposals received all were responsive. The responsive firms are as follows:

- Assured Partners Gulf Coast Insurance Agency
- Lemon-Mohler Insurance Agency
- HUB International
- Silver Bridge
- McGriff, Seibels & Williams

The Proposals were evaluated by a three member team which included Robin Wood--Purchasing Agent, Jeane Bull-Assistant Comptroller, and Bobby Parker-Comptroller. Based on the above objective the following Proposal evaluation was prepared.

PROPOSAL EVALUATION PROCESS

All proposals were first examined to determine whether or not they met all the requirements of the RFP. Then, the firm's fee structure was examined. The firm's and their fees are listed below:

- Assured Partners Gulf Coast Insurance Agency:
- Lemon-Mohler Insurance Agency
- HUB International
- Silver Bridge
- McGriff, Seibels & Williams

Commission Basis Only

Commission Basis Only

\$35,000 Annual Flat Fee

\$5,000 Annual Fee Plus Commission

\$20,000 Annual Fee Plus Commission

Based on the fee structure, the proposals were narrowed down to two:

- Assured Partners Gulf Coast Insurance Agency
- Lemon-Mohler Insurance Agency

Then, a point system was then used to evaluate the two remaining proposals, as outlined below:

Categories	Points
1. <u>Firms Qualifications and Ability to Perform</u>	30
2. <u>Understanding of (the COP:S Business and Related Insurance Needs</u>	25
3. <u>Qualifications and Experience of (proposed Team Member</u>	20
4. <u>Quality and Comprehensiveness o(the Proposal-Compliance with RFP</u>	10

Total

The scores for each proposal are attached.

RECOMMENDATION

After a thorough evaluation by the Evaluation Team, we recommend an award be made to Assured Partners. While Lemon Molher also offered a good overall Proposal, Assured Partners' combination of firm experience, knowledge of the City of Pascagoula's history and needs, and reputation of providing excellent service made them the solid choice, without question.

EXHIBIT NO. 1

Proposal Evaluation and Recommendation for RFP: Property Insurance

SCORE	Max Points	<i>Assured Partners</i>	<i>Lemon-Mohler</i>	<i>HUB International</i>	<i>Silver Bridge</i>	<i>McGriff, Seibels & Williams</i>
<i>Firm's Qualifications and Ability to Perform</i>	30	25	25	-	-	-
<i>Understanding of the COP's Business and Related Insurance Needs</i>	25	25	18	-	-	-
<i>Qualifications and Experience of proposed Team Members</i>	20	17	13	-	-	-
<i>Quality and Comprehensiveness of the Proposal-Compliance with RFP</i>	10	8	8	-	-	-
Total:	85	75	64			

After a lengthy discussion, Councilman Tipton made a motion to approve Lemon Mohler as the firm of choice for the City's Property Insurance Broker. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "NAY", Councilmen Hill "AYE", Jackson "NAY", Pickett "AYE", Simkins "AYE", Tadlock "ABSTAINED", and Tipton "AYE". (Approved 6-7-16)

The next item for consideration was a request to plan and implement a Battle on Buffet Beach event and approve the recommended budget for the event on December 3, 2016, as recommended by Darcie Crew, Parks and Recreation Director.

After discussion, Councilman Jackson made a motion to approve the request to plan and implement a Battle on Buffet Beach event and approve the recommended budget for the event on December 3, 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 6-7-16)

The next item for consideration was the Order for Docket of Claims as follows:

ORDER

WHEREAS, the attached docket of claims for the period May 13, 2016, through June 3, 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 Tipton, seconded for adoption by Councilman Pickett, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 7th day of June, 2016.

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

Councilman Tipton made a motion to go into executive session for the purpose of discussing the location or expansion of a business and litigation issues. 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", after which the Mayor announced to the public and to those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

During executive session, Eddie Williams, City Attorney discussed and recommended retaining an attorney, Scott Corlew, as the lawyer for the Civil Service Commission for a cost in the amount of \$150.00 per hour. This is for the upcoming Civil Service hearings. (Approved 6-07-16)

Councilman Tipton made a motion to approve retaining Attorney Scott Corlew as the lawyer for the Civil Service Commission. 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".

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

There being no further business to come before the Council at this time, Councilman Hill made a motion to recess until Tuesday, June 14, 2016, at 5:00 p.m. 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”.

The meeting ended at 9:14 p.m.

APPROVE:

Harry J. Blevins, Mayor

ATTEST:

Carol Groen, Chief Deputy City Clerk