

CITY OF PASS CHRISTIAN
MEETING OF THE MAYOR AND BOARD OF ALDERMEN
NOVEMBER 15, 2016, 6:00 P.M.

1. Call to order
2. Prayer and pledge
3. Roll Call

ADMINISTRATION

1. Consider approving minutes of the November 1, 2016 Regular Mayor and Board of Aldermen meeting, as requested by Dawn Sanders, Deputy City Clerk. A-1.
2. Consider appointing Steve Hunter to the Tree Board, term ending November 6, 2019, replacing Leon Roberts, as requested by Chipper McDermott, Mayor.
3. Consider re-appointing David Taylor to the Tree Board, term ending November 6, 2019, as requested by Chipper McDermott, Mayor.
4. Consider re-appointing Helen Davis to the Tree Board, term ending November 6, 2019, as requested by Chipper McDermott, Mayor.
5. Consider adopting the holiday schedule, to be observed in addition to the regularly scheduled observed holidays, issued by proclamation of Governor Bryant for the following days as requested by City Clerk Marian Gest.
 - Friday, November 25, 2016
 - Monday, December 26, 2016
 - Monday, January 2, 2017
6. Consider approving Budget Modification No. 15 Final, for the Pass Christian Harbor Expansion Project – CDBG# R-103-291-01-KED to extend the grant end date to 12-31-2016 to allow for closeout and reduce A/E by \$4,417.50, Legal by \$23,961.25, Environmental by \$562.54, and Construction by \$24,886.75 totaling \$53,828.04 for total de-obligation from grant, and adjust the budget accordingly, as requested by Milady Howard. A-6.

7. Consider approving closeout agreement for the R-103-291-01-KED CDBG grant in the total sum of \$26,938,756.96 for the Harbor Expansion Project, as requested by Milady Howard. A-7.
8. Consider approving Interlocal Governmental Cooperation Agreement with Harrison County for Emergency Communications Services for the years 2016-2020, as requested by Malcolm Jones, City Attorney. A-8.
9. Consider designating Fire Station One at 808 E. Second Street as the polling place for Ward 2 for the 2017 City Elections. The Methodist Church previously used is no longer available, as requested by Mayor McDermott.
10. Consider adopting amendment to the City's Non-DOT Drug Testing Policy to conform to the recommendations of the City's Drug Testing Lab, Medical Analysis, and the Miss. Department of Health Regulations and State Law, as requested by Malcolm Jones, City Attorney. A-10.
11. Consider approving Agreement with Medical Analysis for drug testing and other services effective November 1, 2016, as requested by Malcolm Jones, City Attorney. A-11.
12. Consider authorizing A Step Above Marine to remove pier in the old harbor in the amount of \$3,500.00, to be funded by Tidelands, as requested Mayor McDermott. A-12.
13. Consider authorizing A Step Above Marine to install 10' x 10' wooden fillers in the old harbor not to exceed \$48,000.00, to be funded by Tidelands, as requested Mayor McDermott. A-13.
14. Consider authorizing All Season's Lawn and Maintenance, Inc. to perform concrete, landscaping and electrical work in the Southwest corner of the new harbor in the amount of \$9,625.00, to be funded by Tidelands, as requested Mayor McDermott. A-14.
15. Consider awarding bid to Gill's Crane and Dozer Service, Inc. of Slidell, LA for Harbor Boat Launch repairs in the amount of \$155,000.00 to be paid for by Capital Improvement funds, as requested by Bob Escher, City Engineer. A-15.
16. Consider approving the following dates and use of the park for Pass Christian Main Street, this bringing favorable notice and resources to the City, as requested by Amy Rishel, Main Street Director.
 - Art in the Pass (April 1-2, 2017) Set up to begin on March 30th.
 - Jazz in the Pass (May 28, 2017)
 - Christmas in the Pass (December 1, 2017)

PLANNING DEPARTMENT

1. Consider the City Planner's recommendation to approve the Re-Subdivision of 118 and 0 Elmwood Drive (Parcel #0312M-02-146.000 and 0312M-02-147.000). The property owner, Alicia R Reinike, proposes combining the two lots, as requested by City Planner, Danit Simon. PD-1.
2. Consider the Planning Commission's recommendation to deny Application PD-43-2016, Craig & Katherine Campbell, 110 W Scenic Drive, Application to divide the lot into two parcels, which would create a Non-Conforming Outbuilding on the proposed northern lot, in the T4L & T4+ Mixed-Use Zones, as requested by City Planner, Danit Simon. PD-2.
3. Consider the Planning Commission's recommendation to approve Application PD-46-2016, The Planning & Zoning Department, City of Pass Christian, Rezone 9 parcels on Clark Avenue from the T2 Rural and T3R Single-Family Residential Zones to the T4+ Mixed-Use Zone, Parcel #0312K-01-002.000, 0312K-01-024.000, 0312K-01-024.001, 0312K-01-033.000, 0312K-01-032.000, 0312K-01-031.000, 0312K-01-030.000, 0312K-01-029.000 & 0312K-01-028.000, as requested by City Planner, Danit Simon. PD-3.
4. Consider the City Planner's recommendation to approve the Re-Subdivision of 0 Clark Avenue (the Portage Marina, Parcel #0312K-01-002.000). Charles P Murphy, as agent for Portage LLC, proposes dividing the lot into two parcels, as requested by City Planner, Danit Simon. PD-4.
5. Consider the Planning Commission's recommendation to approve Application PD-49-2016, Watters Architecture as agent for Michael and Shira Pfister, 101 Baywood Drive, Warrant Application for a reduced roof pitch for an addition in the T3R Single-Family Residential Zone, as requested by City Planner, Danit Simon. PD-5.

POLICE DEPARTMENT

1. Consider accepting MS Department of Homeland Security award in the amount of \$11,000 from the MS Department of Public Safety (DPS) to the Pass Christian Police

Department. These funds will purchase eligible items from the equipment list approved by DPS, as requested by Police Chief Hendricks. P-1.

2. Consider approving request to apply for MOHS FY18 Occupational Safety Grant and FY18 Police Traffic Service Grant, as requested by Police Chief Hendricks. P-2.
3. Consider approving request from Pass Christian Police Department for the use of and waiver of renal fees at Randolph Center for Departmental Christmas Party on Saturday, December 17, 2016, from 3:00 p.m. until, this bringing favorable notice to the resources and opportunities of the City, as requested by Police Chief Hendricks. P-3.
4. Consider accepting check in the amount of \$1,000.00 from Miss Gulf Coast Corvette Club Inc. to the Police Department to purchase equipment and amend the budget 001-200-919 accordingly, as requested by Police Chief Hendricks.

FIRE DEPARTMENT

1. Consider approving request to put FF's Richard Dubuisson, Norman J. Lanstalot III, Michael Guiticou, Jimmy Morgan, Wayne Smith, Kenneth Atwood, Tarik Fields, and William Faulk on part time call out list as Fire Fighters, as requested by Fire Chief Dwight Gordon.

PUBLIC WORKS DEPARTMENT

1. Consider authorizing the purchase of a Terrain King 60" Cutter for the sum of \$26,882.95, this attachment is for the Kubota M5-091HDC Tractor from Lee Tractor Co. that was approved on the 2016-2017 budget, as requested by Russell Holliman Public Works Director.
2. Consider authorizing DNA Underground, LLC to replace pipe at the 600 block of W. North Street in the lump sum of \$27,500.00, this project will paid for with BP funds, as requested by Russell Holliman, Public Works Director. PW-2.

3. Consider approving request to have the following items listed below removed from the Public Works Departments inventory. These items are broken, repairable and will be scrapped or surplus, as requested by Russell Holliman. PW-3.

• 1994 GMC TC3 CC	Tag#273/Asset#0428	Surplused
• SOUTHER LINC MOBIL RADIO	Tag#6087/Asset#0445	Scrapped
• BACKHOE LOADER	Tag#272/Asset#0462	Surplused
• HARMONIC BALANCE PULLER	Tag#1520/Asset#0481	Scrapped
• CAM SPRAYER PRESSURE WASHER	Tag#261/Asset#0488	Scrapped
• 20" LCD COMPUTER MONITOR	Tag#1533/Asset#0497	Surplused
• KUBOTA TRACTOR	Tag#31/Asset#0503	Surplused
• 22" BOOM	Tag#1134/Asset#0520	Surplused
• 500 GB W7P ACER PC	Tag#1274/Asset#0911	Scrapped
• 500 GB 4 GB W7P PC	Tag#1276/Asset#0913	Scrapped

HARBOR DEPARTMENT

1. Consider approving request to evict the following customers from the Pass Christian Harbor for non-payment of boat slip rental in excess of 60 days past due on pleasure pier and if they are not paid by November 15, 2016. Accounts will be submitted to a collection agency if not paid in full after vessel has vacated the harbor, as requested by Willie Davis, Harbormaster. H-1.

- **Pleasure #00766**

2. Consider approving request to hire candidates for part-time Harbor Patrol position at a rate of \$9.00 an hour and an effective hire date of November 16, 2016, as requested by Willie Davis, Harbor Master.

- Jeffrey Bradley
- Arielle Encase
- Anthony Kuhn
- David Ball
- John Hutchins

RECREATION DEPARTMENT

1. Consider declaring the items listed below located at the Recreation Department as surplus and disposal and remove from inventory. Items not scrapped and recycled will be sold in Public Auction, as requested by Bret Bentz, Recreation Director. R-1.

<u>Item</u>	<u>Asset/Tag #</u>	<u>Disposition</u>
2007 Field Line Marker	Asset Id: 0803 Tag # 330	Dispose
2 Wheel Dry Line Marker (Broken - Baseball)	Tag # 1724	Dispose
144 Football Helmets	Asset Id: 0811 Tag # 1604-1708	Re-Condition
15 Football Pants out of 25 (Keep hardship applicants)	Asset Id: 0814	Surplus
8 Cheerleading Uniforms	Asset Id: 1350 Tag# 3510	Surplus

BEAUTIFICATION DEPARTMENT

1. Consider declaring the following items listed below located at the Recreation Department as surplus and disposal and remove from inventory. Items not scrapped and recycled will be sold in Public Auction, as requested by Wes Jones, Beautification Director. B-1.

- Asset ID: 000000070; Tag Number 1381; WEED EATER; Action Required Remove from Inventory No Longer in service; Purchased 7/21/2011.
- Asset ID: 000000071; Tag Number: 1382; WEED EATER; Action Required Remove from Inventory No Longer in service; Purchased 7/21/2011.
- Asset ID: 000000423; Tag Number: 264; Remove from Inventory sent to Auction.
- Asset ID: 000000447; Tag Number: 1503; SOUTHERN LINC MOBIL RADIO; Action Required Remove from Inventory replaced with newer model.
- Asset ID: 000000452; Tag Number: 232; Serial # 05016915 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
- Asset ID: 000000453; Tag Number: 234; Serial # 05016936 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
- Asset ID: 000000463; Tag Number: 231; Serial # 05016930 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
- Asset ID: 000000506; Tag Number: 38; Serial # 272117042; Edger; Action Required Remove from Inventory not found; Purchased 7/21/2011.
- Asset ID: 000000507; Tag Number: 40; Serial # 273831309; Blower-Black; Action Required Remove from Inventory not found; Purchased 12/05/2007.
- Asset ID: 000000508; Tag Number: 39; Serial # 273831320; Blower-Black; Action Required Remove from Inventory not found; Purchased 12/05/2007.
- Asset ID: 000000509; Tag Number: 41; Serial # 272873391; Weed Eater; Action Required Remove from Inventory not found; Purchased 12/05/2007.
- Asset ID: 000000510; Tag Number: 42; Serial # 272873382; Weed Eater; Action Required Remove from Inventory not found; Purchased 12/05/2007.
- Asset ID: 000000521; Tag Number: 847; Serial # 1A270027168; Troy Bilt Weed Eater; Action Required Remove from Inventory already surplused; Purchased 4/13/2010.
- Asset ID: 000000574; Tag Number: 1430; Serial # 287674404; Weed Eater; Action Required Remove from Inventory not found; Purchased 5/31/2006.
- Asset ID: 000000577; Tag Number: 1544; Serial # 111312M002651; Murray Lawn Mower; Action Required Remove from Inventory Disposed of Motor had Bent Shaft; Purchased 5/14/2013.
- Asset ID: 000000580; Tag Number: 192; Serial # S75712004329; Echo Handheld Edger; Action Required Remove from Inventory not worth repairing needs to be trashed; Purchased 1/16/2008.
- Asset ID: 000000582; Tag Number: 1546; Serial # 11A-546B729253-862; Push Lawnmower; Action Required Remove from Inventory already Disposed of; Purchased 5/14/2013.
- Asset ID: 000000596; Tag Number: 1548; Serial # 364PPJ01L9; Cell Phone; Action Required Remove from Inventory replaced with Smart Phone; Purchased 10/1/2013.
- Asset ID: 000000597; Tag Number: 1549; Serial # 364PPJ0D2D; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 11/15/2013.
- Asset ID: 000000598; Tag Number: 1551; Serial # 364PPJ0DSN; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 10/1/2013.
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- Asset ID: 000000599; Tag Number: 1550; Serial # 364PPJ0JPS; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 10/1/2013.
- Asset ID: 000000908; Tag Number: 243; Serial # 6 Units Other Equipment; 550 Gallon Fuel Tanks Located at 401 Espy Avenue; Action Required Remove from Inventory would like to Sell as Surplus or Transfer to Public Works; Purchased 5/16/2006.
- Asset ID: 000000910; Tag Number: 1788; Serial # 000; VHF 3 DB Antenna Located at 401 Espy Avenue; Action Required Remove from Inventory would like to Sell as Surplus or Transfer to Public Works; Purchased 2/28/2008.
- Asset ID: 000001105; Tag Number: 01830; Serial # N/A; Motorola Cell Phone Loaner; Action Required Remove from Inventory already surplused; Purchased 4/1/2015.
- Asset ID: 000001230; Tag Number: 1858; Serial # 6-Other Equipment; Air Hose; Action Required Remove from Inventory this Item Burst and has been Replace with New; Purchased 7/1/2009.
- Asset ID: 000001238; Tag Number: 1852; Serial # 1C156141228; Push Mower 6.75 MTD; Action Required Remove from Inventory this Item has been Disposed of; Purchased 7/1/2009.
- Asset ID: 000001248; Tag Number: 1842; Serial # 371058; Makita Drill; Action Required Remove from Inventory this Item is not Repairable needs to be Trashed; Purchased 7/1/2009

CONSENT AGENDA

1. Consider request to send Wesley Blalock, City Mechanic to a one day Real World Training Series on Tuesday, November 15, 2016 in Gulfport, Ms. Registration \$94.95 and the use of the city vehicle is required, as requested by Russell Holliman, Public Works Director. CA-1.
2. Consider accepting oath of office taken from Kimbro Estes III as Patrol Officer, as requested by Marian Gest, City Clerk. CA-2.
3. Consider accepting oath of office taken from Kandice Clayton as Patrol Officer, as requested by Marian Gest, City Clerk. CA-3.
4. Consider approving request to send Alex Bryan and Alex Sherrill to a 480-hour Harrison County Law Enforcement Academy Course and Certification held January 8, 2017- March 24, 2017 in Biloxi, MS. The tuition is \$3,600 each and use of City vehicle, as requested by Chief Tim Hendricks. CA-4.
5. Consider approving Pay Application No. 3 Final for DNA Underground, LLC in the amount of \$910.88 for Sewer Point Repair – 572 West Royal Oak Drive, as recommended by City Attorney and City Engineer. CA-5.

6. Consider approving request to send the following officers to a one-day Radicalization, Ideology & Terrorism in the Middle East class held on November 17, 2016 in Biloxi, MS. The tuition is free and use of City vehicle will be required, as requested by Chief Tim Hendricks. CA-6.

- Officer Sammy Thompson
- Officer William Leonard
- Officer Daniel Sullivan
- Officer Travis McLaurin
- Officer Roy Williams

7. There will be no Monthly Budget Report this Agenda.

CLAIMS DOCKET

1. There is no Claims Docket for this agenda.

EXECUTIVE SESSION

1. Consider going into Executive Session regarding the report, development, or course of action regarding Cyber security plans or devices for the City's information technology system.

PUBLIC COMMENT

THE MAYOR AND BOARD OF ALDERMEN WILL ALLOW RESIDENTS AN OPPORTUNITY TO SPEAK WITH A THREE-MINUTE TIME LIMIT ON EACH SPEAKER. NO PUBLIC QUESTIONING COMMENTS ARE ALLOWED DURING THE MEETING, UNLESS THE BOARD RECOGNIZES SUCH PERSON

CITY OF PASS CHRISTIAN, MISSISSIPPI

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REGULAR MEETING

NOVEMBER 1, 2016

BE IT REMEMBERED that the Mayor and Board of Aldermen of the City of Pass Christian, Mississippi met on the above date at the Municipal Court Bldg., 105 Hiern Avenue, Pass Christian, Mississippi, at 6:00 p.m., same being the time and place for said meeting.

PRESENT: Mayor Chipper McDermott, Alderman Anthony Hall, Alderman W. Earl Washington, Sr., Alderman Buddy Clarke, Alderman Victor Pickich, Alderman Kenny Torgeson, Chief of Police Hendricks, City Attorney Malcolm Jones and City Clerk Marian Gest.

There being a quorum present to transact the business of the City, the following proceedings were had and done.

ADMINISTRATIVE

Upon motion of Alderman Clarke, seconded by Alderman Washington, the Board approved unanimously, minutes of the October 18, 2016 Regular Mayor and Board of Aldermen meeting, as requested by Dawn Sanders, Deputy City Clerk. A-1.

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Upon motion of Alderman Clarke, seconded by Alderman Pickich, the Board approved unanimously, the approval of the engagement letter for audit FY15-16 of Wright, Ward, Hatten & Guel, as requested by Marian Gest, City Clerk. A-2.

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Upon motion of Alderman Hall, seconded by Alderman Washington, the Board approved unanimously, request from Pass Christian Elementary School for the use of and waiver of fees at Memorial Park for Turkey Fun Run on Saturday, November 12, 2016, from 7:30 a.m. till noon, this bringing favorable notice to the resources and opportunities of the City, as requested by Payton Ragon, PCES Representative. A-3.

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Alderman Clarke recused himself at this time during the meeting.

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Upon motion of Alderman Hall, seconded by Alderman Pickich, the Board approved unanimously, Change order #1 for Sewer Point Repair - 572 West Royal Drive to DNA Underground, LLC., adjusting quantities to conform to final field conditions and addition of 10 calendar days due to weather related delays, net contract amount decrease of -\$10,290.41, and a final contract amount of \$18,217.65. The Project Engineer advises that the change in this change order is necessary to the scope of work of the contract as originally bid; the project is not a new undertaking outside the original scope of work; the change of the work of the change order is reasonable and in line with the prices under the original contract; entering into the change order is commercially reasonable under the circumstances; and this change order will not circumvent the public purchasing statutes, as requested by City Engineer, Bob Escher. A-4.

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Alderman Clarke returned to the meeting.

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Upon motion of Alderman Washington, seconded by Alderman Hall, the Board approved unanimously, adopting Ordinance amending Historic Preservation Ordinance 648 to remove non-

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contiguous properties on West Beach or Highway 90 from coverage under the Ordinance as recommended by Historic Preservation Commission, as requested Malcolm Jones, City Attorney. A-5.

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Upon motion of Alderman Washington, seconded by Alderman Torgeson, the Board approved unanimously, the following City resources for annual Christmas in the Pass event December 2-3, 2016, this bringing favorable notice to the resources and opportunities of the City, as requested by Amy Rischel and Jenny Levens.

- Street closings:
 - December 2, 2016 5-9pm [100 and 200 block of Davis Avenue
 - Second Street /West edge of City Parking Lot to Fleitas
 - 100 block of Fleitas & Scenic from WMP to West side of Hancock Bank]
 - Temporary Davis Avenue closing December 3 for "Pass Under the Lights" Run at 5:00pm
 - Scenic Drive from Fleitas to Seal Ave (4:30 - 6 pm) for parade lineup on December 2, 2016
- Barricades
- Trash receptacles
- Sound System
- Police Support
- Any other resources the Mayor deems necessary

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Upon motion of Alderman Torgeson, seconded by Alderman Clarke the Board approved unanimously, PC Community Sailing Foundation PCYC request to modify two-finger piers pending approval from DMR, as requested by Zeke Fairbank, Representative.

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PLANNING DEPARTMENT

Upon motion of Alderman Washington, seconded by Alderman Torgeson, the Board approved unanimously, the City Planner's Administrative Interpretation to waive the maximum front setback requirement due to the Velocity Zone, for three parcels including 1411 E Beach Boulevard in the T5H Zone (0512M-01-007.001, 0512M-01-007.002 & 0512M-01-006.000), as requested by City Planner, Danit Simon. PD-1.

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Upon motion of Alderman Washington, seconded by Alderman Pickich, the Board approved unanimously, the Zoning Board of Adjustments' recommendation to approve Application PD-47-2016, Clay Gutierrez as agent for Gary & Susan Heisey, 722 W Beach Boulevard, Warrant request for the soffit to encroach 1.1 feet into the 15-foot west side setback and for the pitch of the roof to be 4:12 in the T3E Estate Zone, as requested by City Planner, Danit Simon. PD-2.

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POLICE DEPARTMENT

Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, request to purchase the following Four-Wheelers from Coast Cycle World, in the amount of \$9,800.00, approved in the 2016/2017 budget, as requested by Police Chief Hendricks. P-1.

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Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, the hiring of Kimbro Estes to fill one of the existing vacancies in patrol with hire dates of November 3, 2016 and a starting salary of \$32,152. He is already certified and has taken and passed the civil service exam. Position has a one year probationary period, as requested by Chief Timothy Hendricks.

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Upon motion of Alderman Washington, seconded by Alderman Torgeson, the Board approved unanimously, the hiring of Kandice Clayton to fill one of the existing vacancies in patrol with hire dates of November 7, 2016 and a starting salary of \$32,152. She is already certified and has taken and passed the civil service exam. Position has a one year probationary period, as requested by Chief Timothy Hendricks.

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PUBLIC WORKS DEPARTMENT

Upon motion of Alderman Hall, seconded by Alderman Washington, the Board approved unanimously, the purchase of a Kubota M5-09IHDC Side Arm Tractor from Lee Tractor Co. on State Contract #82000-22915 for the sum of \$45,882.72, item approved on 2016/2017 budget, as requested by Russell Holliman, Public Works Director. PW-1.

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Upon motion of Alderman Torgeson, seconded by Alderman Hall, the Board approved unanimously, request to hire Ausker Dedeaux for the Assistant Auto Mechanic position at a rate of \$9.00 an hour and an effective date of November 9, 2016, pending Labor Chex approval, as requested by Russell Holliman, Public Works Director.

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HARBOR DEPARTMENT

Upon motion of Alderman Hall, seconded by Alderman Clarke, the Board approved unanimously, request to evict the following customers from the Pass Christian Harbor for non-payment of boat slip rental in excess of 60 days past due on pleasure pier and 120 days past due on the commercial pier if they are not paid by November 1, 2016. Accounts will be submitted to a collection agency if not paid in full after vessel has vacated the harbor, as requested by Willie Davis, Harbormaster. H-1.

- Pleasure #00622, #00767, #00823, #00842. & #00871
- Commercial #00130, #00171, #00812, & #00872

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Upon motion of Alderman Washington, seconded by Alderman Clarke, the Board approved unanimously, request to hire Donald Jones for full time Harbor Patrol position at a rate of \$9.00 an hour and an effective hire date of November 2, 2016, pending Labor Chex approval, as requested by Willie Davis, Harbor Master.

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RECREATION DEPARTMENT

Upon motion of Alderman Torgeson, seconded by Alderman Washington, the Board approved unanimously, overtime pay on the following dates for 2017 Youth Soccer and Basketball registration from 10:00 a.m. to 2:00 p.m., as requested by Recreation Director, Bret Bentz. R-1.

- Saturday, December 3, 2016
- Saturday, December 10, 2016
- Saturday, December 17, 2016

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BEAUTIFICATION DEPARTMENT

Upon motion of Alderman Torgeson, seconded by Alderman Clarke, the Board approved unanimously, request to hire Colin Ray Ladner for the General Services position at a rate of \$9.00 an hour and an effective date of November 2, 2016, as requested by Wes Jones, Beautification Director. B-1.

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CONSENT AGENDA

Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, rescinding request to send Dwight Gordon to a four-day McDema Conference held on November 14-17, 2016 in Philadelphia, MS. Conference fee \$285.00, lodging \$79.00 for three nights, per diem \$60.00 and use of City vehicle, as requested by Dwight Gordon, Fire Chief.

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Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, request to send Inv. Philip Carden to a three-day Asset Forfeiture Class held on December 6-8, 2016 in Quantico, VA. Tuition, lodging, per diem and travel paid for by Federal Agency, as requested by Police Chief Hendricks.

* * *

Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, request to send Sgt. Edward Walley to a five-day Controlled Force Training held on January 23-27, 2017 in Scott, LA. Tuition \$670.00, lodging \$470.00, per diem \$155.00 and use of City vehicle, as requested by Police Chief Hendricks. CA-3.

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Upon motion of Alderman Hall, seconded by Alderman Pickich, the Board approved unanimously, request to send the Aldermen to a three-day 2017 Mid-Winter Legislative Conference held in Jackson,

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MS on January 10-12, 2017. Registration \$135.00/each and lodging \$102.00/each per night, as requested by Alderman Hall. CA-4.

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Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, reimbursing Mayor McDermott for lodging in the amount of \$193.79, for travel to Baton Rouge, La. as requested by the Center for Planning Excellence as a guest speaker to the Louisiana Elected Officials, as requested by Marian Gest, City Clerk. CA-5.

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Alderman Clarke recused himself at this time during the meeting.

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Upon motion of Alderman Hall, seconded by Alderman Torgeson, the Board approved unanimously, Pay Application No. 2 for DNA Underground, LLC in the amount of \$2,237.39 for Sewer Point Repair – 572 West Royal Oak Drive, as recommended by City Attorney and City Engineer. CA-6.

- Alderman Clarke: Recused
- Alderman Washington: Aye
- Alderman Torgeson: Aye
- Alderman Hall: Aye
- Alderman Pickich: Aye

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Alderman Clarke returned to the meeting.

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Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, payment of the following A. Garner Russell & Associates, Inc. invoices totaling \$9,062.50 and to amend the budget accordingly, as recommended by Bob Escher, City Engineer. CA-7.

- Invoice 13074 \$ 2,940.00 PW 648 Fishing Pier
- Invoice 13076 \$ 6,122.50 Services to the City

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CLAIMS DOCKET

Upon motion of Alderman Torgeson, seconded by Alderman Pickich, the Board approved unanimously, Claims Docket in the amount of \$247,191.71. CD-1.

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Upon motion of Alderman Torgeson, seconded by Alderman Washington, the Board approved unanimously, motion to recess at 6:29 p.m. until the November 15, 2016 Mayor and Board of Aldermen meeting.

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CITY OF PASS CHRISTIAN, MISSISSIPPI

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NOVEMBER 1, 2016

Mayor

Date

City Clerk

Date

November 2, 2016

Marian Gest
City of Pass Christian
P.O. Box 368
Pass Christian, MS 39571

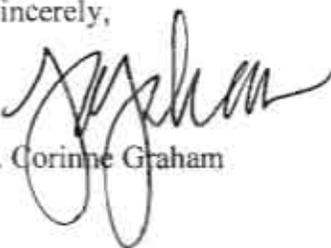
RE: Katrina Supplemental CDBG Project # R-103-291-01-KED
Pass Christian Harbor Expansion Project
Budget Modification #15 FINAL

Dear Ms. Gest:

Enclosed, please find three copies of the budget modification documents that we respectfully request the Mayor sign at the next available Board meeting. Please send all three original documents back to our office for submission to the Mississippi Development Authority.

Thank you for your assistance with this request.

Sincerely,



J. Corinne Graham

Enclosures

cc: Milady Howard via email
Malcolm Jones via email

**MDA DRD
BUDGET MODIFICATION #15
WORKSHEET**

Recipient: City of Pass Christian, MS Contract Number: R-103-291-01-KED

NOTE: List KCDBG Funds where changes are made.

Description	Current Budget Amount	Proposed Budget Amount	Difference
Administration	\$140,000.00	\$140,000.00	\$0.00
Application Preparation	\$0.00	\$0.00	\$0.00
A/E	\$2,009,635.00	\$2,005,217.50	(\$4,417.50)
Legal	\$100,000.00	\$76,038.75	(\$23,961.25)
Environmental	\$262,792.00	\$262,229.46	(\$562.54)
Project Management	\$1,099,629.00	\$1,099,629.00	\$0.00
Construction Management	\$0.00	\$0.00	\$0.00
Construction	\$23,380,529.00	\$23,355,642.25	(\$24,886.75)
Contingency	\$0.00	\$0.00	\$0.00
Total	\$26,992,585.00	\$26,938,756.96	(\$53,828.04)

Comments: This modification will extend the grant end date to 12-31-16 to allow for closeout and reduce A/E by \$4,417.50, Legal by \$23,961.25, Environmental by \$562.54, and Construction by \$24,886.75. A total of \$53,828.04 will be de-obligated from the grant.

**Katrina Supplemental Community Development Block Grant Program
Budget Modification #15
Pass Christian Harbor Expansion Project # R-103-291-01-KED
FULL DEVELOPMENT BUDGET**

Applicant: City of Pass Christian

Funding Year:

Grant Year :

Contract: # R-103-291-01-KED

Description	MDA	IDIS	Other Funding Sources					Total
			CDBG					
Administration								
General Administration			\$ 140,000.00					\$ 140,000.00
Application Prep.			\$ -					\$ -
								\$ -
Subtotal (A)			\$ 140,000.00	\$ -	\$ -	\$ -	\$ -	\$ 140,000.00

Description	MDA	IDIS	Other Funding Sources					Total
			CDBG	BP	CIAP	FEMA	Tidelands	
Econ. Dev								
A/E			\$ 2,005,217.50					\$ 2,005,217.50
Legal			\$ 76,038.75					\$ 76,038.75
Environmental			\$ 262,229.46					\$ 262,229.46
Project Management			\$ 1,099,629.00					\$ 1,099,629.00
Construction Management			\$ -					\$ -
Construction			\$ 23,355,642.25	\$ 5,000,000.00	\$ 2,763,545.00	\$ 636,230.98	\$ 100,000.00	\$ 31,855,418.23
Contingency			\$ -					\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Subtotal (B)			\$ 26,798,756.96	\$ 5,000,000.00	\$ 2,763,545.00	\$ 636,230.98	\$ 100,000.00	\$ 35,298,532.94
								\$ -
Grand Total (A + B)			\$ 26,938,756.96	\$ 5,000,000.00	\$ 2,763,545.00	\$ 636,230.98	\$ 100,000.00	\$ 35,438,532.94

November 2, 2016

Marian Gest
City of Pass Christian
P.O. Box 368
Pass Christian, MS 39571

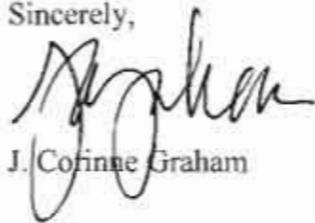
RE: Katrina Supplemental CDBG Project # R-103-291-01-KED
Pass Christian Harbor Expansion Project

Dear Ms. Gest:

Enclosed, please find three copies of the Closeout Agreement that we respectfully request the Mayor sign at the next available Board meeting. Please send all three original documents back to our office for submission to the Mississippi Development Authority.

Thank you for your assistance with this request.

Sincerely,



J. Corinne Graham

Enclosures

cc: Milady Howard via email
Malcolm Jones via email

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$26,938,756.96 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following:**

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____ none _____
(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.
- c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

- a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.
- b. X The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and

subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between City of Pass Christian, Mississippi ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-291-01-KED (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s)**.

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.
2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.
3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.
4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.
5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.
2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:
 - a. General- When grant support is continued or renewed annually or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
 - b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
 - c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

- d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.
3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
4. Records to be maintained-
 - a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
 - b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

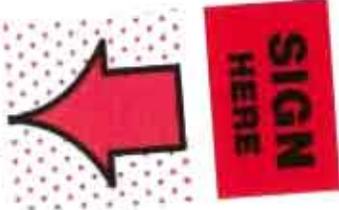
It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this _____ day of _____, 2016.

City of Pass Christian, MS

RECIPIENT



BY SIGNATORY OFFICIAL

Mayor

TITLE

DATE

WITNESSED BY:

- 1. _____
- 2. _____



MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

AB
10-15-16

May 11, 2016

Malcolm Jones, Esq.
City of Pass Christian
200 West Scenic Avenue
Pass Christian, Mississippi 39571

Re: Interlocal Agreement with Harrison County for Emergency Communications Services for the
Years 2016-2020

Dear Malcolm:

Enclosed find two (2) originals of the Interlocal Governmental Cooperation Agreement between the City of Pass Christian and Harrison County for Emergency Communications Services for the Years 2016-2020. The Interlocal was approved by the Board of Supervisors at its May 2, 2016 meeting. Please have the Board of Aldermen adopt the Interlocal at its earliest convenience and return the executed copies together with the appropriate Board minutes to our office. If you have any questions regarding the Agreement, please feel free to contact me.

Sincerely,

BOYCE HOLLEMAN & ASSOCIATES

Tricia Tisdale

enclosures

cc: Pam Ulrich (via email w/o enclosures) John
McAdams (via email w/o enclosures) Norris
Hopkins, Esq. (via email w/o enclosures)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF PASS CHRISTIAN FOR ALL EMERGENCY COMMUNICATIONS, INCLUDING 911 SERVICES, FOR PUBLIC SAFETY AND PROTECTION; AND FOR RELATED PURPOSES

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have expressed *a desire to combine governmental operations to ensure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County*; and

WHEREAS, *the City of Pass Christian, through its governing authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-134 and § 17-17-5 et seq. (1972), as amended*; and

WHEREAS, *the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, acting through its Sheriff, provide all emergency communications, including 911 services to the City of Pass Christian, as more specifically set forth herein, upon payment of certain fees from the City of Pass Christian to Harrison County under the terms and conditions set forth in this Agreement*; and

WHEREAS, there will be no separate legal or administrative entity created hereby; but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County and the City of Pass Christian, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services in law enforcement at minimum cost to the taxpayers of the City of Pass Christian.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PASS CHRISTIAN by and through its Mayor and Board of Aldermen, (the "City"), and **HARRISON COUNTY, MISSISSIPPI**, by and through its Board of Supervisors, (the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services herein after outlined; said Agreement being authorized by Miss. Code Ann. §

17-13-7(1), (1972), as amended, and subject to the approval of the Mississippi Attorney General; the City and the County agree as follows, to-wit:

SECTION 1. Administration.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the City of Pass Christian, under the direction of its Governing Authority, and the County Administrator of the County, under the direction of its Board of Supervisors. There will be no administrative fee assessed to the City.

SECTION II. Emergency Communications (including 911 Services).

The City and County recognize that under .§ 135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1 *et seq.* (1972), as amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the incorporated and unincorporated areas of the County, The County, the City and the Harrison County Sheriff agree that by the execution of this Agreement, the County, acting through its Sheriff, shall customize a communications plan to provide for all emergency communications, including 911 services, for both police and fire departments as provided by Miss. Code Ann. § 19-5-301 *et seq.*, (1972), as amended.

SECTION III. Cost of All Emergency Communications (including 911 Services).

The City shall pay unto the County for the communication services rendered under this Agreement as follows:

(a) *Payments* shall be made *in* quarterly installments. Payments shall be *made within* thirty days (30) after the expiration of each quarter with payments due no later than April 30, July 30, October 30, and January 30 of the following year.

(b) The City shall pay the County \$22,346.25 per quarterly period for services not including overtime.

(c) Overtime. The City shall pay the County one hundred percent (100%) of the actual payments, including fringe benefits, the County pays any dispatchers working overtime or on holidays for City matters.

(d) The City and the Sheriff will monitor all services provided and payments earned on a quarterly basis throughout the fiscal year. Adjustment may be made every thirty (30) days to the payment formulas in the foregoing paragraphs (b) and (c) for future payments by mutual written consent of the Sheriff and the City's Police Chief based upon the percentage of calls received from the City in the preceding quarter; provided, however, the grand total of all annual payments to be made by the City shall not exceed the cap stated in paragraph (f) of this Section III.

(e) Fringe benefits are defined to mean employer FICA contributions, retirement contributions, workers compensation, insurance payments and health care/health insurance premiums.

(f) Based on the payment formula stated in the foregoing paragraphs (b), the City's annual payments are estimated to be approximately \$90,000.00. The parties agree that the actual contract amount shall be determined by the payment formula specified herein; however, adjustments may be made every thirty (30) days pursuant to paragraph (d) but shall not exceed a total of \$300,000.00 per year for all payments due in paragraphs (b) and (c).

SECTION IV. Financing.

The parties may each finance the performance of their respective duties under this Agreement by any means lawfully available to them. Consequently, no joint financing staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement. No funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer need be identified.

SECTION V. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a joint Board.

SECTION VI. Title to Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City or purchased by the City pursuant to this Agreement, shall remain the property of the City; all real and personal property owned or purchased by the County pursuant to this Agreement shall remain the property of the County upon the termination of this Agreement.

SECTION VII. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint, cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the parties' property upon partial or complete termination of this Agreement.

SECTION VIII. Severability.

If any part, term or provision of this Agreement ever be held illegal, unenforceable or in conflict with any applicable law, the validity for the remaining portions or provisions shall not be affected thereby.

SECTION IX. Term of Agreement.

This Agreement shall become effective upon approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerk of Harrison County, and shall terminate upon the expiration of the term of office for the Harrison County Board of Supervisors in January, 2020. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperative Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the

Mayor of the City and the President of the Board of Supervisors. This Agreement may be renewed by the City and the County by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1 day of January, 2020, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION X. Amendment.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi as provided by Miss. Code Ann. § 17-13-1 *et seq.* (1972), as amended.

SECTION XI. Approval by the Attorney General.

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and of the County will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerk of the City and the Clerk of the Board of Supervisors shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Harrison County Chancery Clerk.

SECTION XII. Joinder of Agreement by the Sheriff of Harrison County.

The City and the County recognize that the services provided herein require the approval and cooperation of the Sheriff of Harrison County who has constitutional or statutory powers of control of

the services to be provided hereunder. Therefore, as a condition precedent to this Agreement, the Sheriff of Harrison County has approved this Agreement and joins herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent authority,

SECTION XII, Exclusions.

Any matters or activities performed in accordance with or pursuant to other Interlocal Agreement or other contracts involving the South Mississippi Regional Response Team for Weapons of Mass Destruction do not fall within the purview of this interlocal Governmental Cooperation Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, I as Mayor of the City of Pass Christian, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Pass Christian, attached hereto, do hereby set and subscribe my signature on behalf of the City of Pass Christian to the foregoing Interlocal Governmental Cooperation Agreement between the City of Pass Christian, Mississippi, and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the ____ day of _____, 2016.

CITY OF PASS CHRISTIAN, MISSISSIPPI

Leo "Chipper" McDermott, Mayor

ATTEST:

Marian Gest, City Clerk

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:

Attorney for the City of Pass Christian, Mississippi

IN WITNESS WHEREOF, I as President of the Board of Supervisors of Harrison County, Mississippi, the officer duly authorized in the premises by Order of the Board, attached hereto, do hereby set and subscribe my signature on behalf of Harrison County to the foregoing Interlocal Governmental Cooperation Agreement between the City of Pass Christian, Mississippi, and Harrison County, Mississippi,

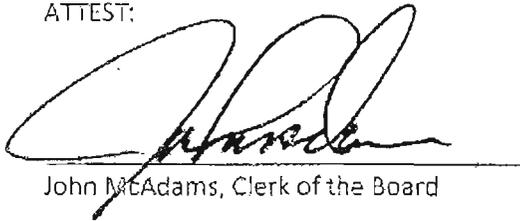
WITNESS MY SIGNATURE this the ____ day of ____ (t'vy-*(.4.r-) ____, 2015.

HARRISON COUNTY, MISSISSIPPI



Beverly Martin, President
Harrison County Board of Supervisors

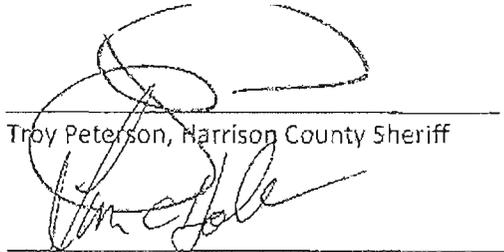
ATTEST:



John McAdams, Clerk of the Board

Tim C. Holleman, Attorney for the
Harrison County Board of Supervisors

I HAVE APPROVED THIS INTERLOCAL



Troy Peterson, Harrison County Sheriff

GOVERNMENTAL COOPERATION
AGREEMENT AS ■ - R.fim_

'r

opkins, Attorney for the
Harrison County Sheriff



**ADDENDUM TO PERSONNEL POLICY
DRUG AND ALCOHOL TESTING POLICY
CITY OF PASS CHRISTIAN**

1. **INTRODUCTION.** The City of Pass Christian is committed to providing a safe workplace in which its employees work effectively with one another and with the public they serve. There is considerable evidence that alcohol and/or drug use can result in impaired work performance and may pose significant risk for property damage and/or impaired employees, co-workers and the public at large. Though the City does not wish to intrude into the private lives of its employees, the City has a responsibility to all City workers and to the public it serves and intends to create and maintain the safest work environment possible for all its employees, to reduce the risk of on-the-job injuries and to maximize delivery of services to the citizens of Pass Christian. The City also wishes to adopt a policy to comply with the Drug-Free Workplace Act of 1988 and amendments thereto as required by certain Grants and other Federal Funding.

This policy does not govern or apply to employees who are subject to testing as commercial motor vehicle operators under the federal statutes and implementing regulations issued by the Federal Highway Administration of the U.S. Department of Transportation. They will be governed by a separate policy that will be enacted pursuant to that legislation. However, such employees may be tested as authorized by this policy if the circumstances giving rise to such testing do not arise from the employee's operation of a commercial motor vehicle.

Therefore, you are hereby advised that the City of Pass Christian, Mississippi, has implemented a drug and alcohol policy and conducts a testing program, pursuant to Sections 71-7-1, et al., of the Mississippi Code of 1972, Ann. (hereinafter referred to as "the Act"), and you are hereby advised of the existence of said Act.

2. **DEFINITIONS.** As used in this policy, the following terms shall have the meaning ascribed to them herein unless the context requires otherwise:

- a. THE ACT: Sections 71-7-1, et. seq., of the Mississippi Code of 1972, Annotated.
- b. ALCOHOL: ethyl alcohol.
- c. APPLICANT: any person who has applied for employment with the City of Pass Christian, Mississippi, in any position, including those applying to serve as a Part-Time Police Officer and Part Time Firefighter.
- d. THE CITY: the City of Pass Christian, Mississippi.
- e. CONFIRMATION TEST: a drug and/or alcohol test on a specimen to substantiate the results of a prior drug and/or alcohol test on the specimen. The confirmation test must use an alternate method of equal or greater sensitivity than that used in the previous drug and/or alcohol test.
- f. DRUG: an illegal drug, or a prescription or nonprescription medication; also can include alcohol.

- t. REASONABLE SUSPICION DRUG AND ALCOHOL TESTING: see Section 6 (a) below.
- u. SPECIMEN: a tissue or product of the human body chemically capable of revealing the presence of drugs and/or alcohol in the human body.

3. **SUBSTANCES TO BE TESTED FOR.** Except as otherwise provided, when drug and alcohol screening is required under the provisions of this policy, a urinalysis test will be given to detect the presence of drugs and a breath or saliva test and blood test will be given to detect the presence of alcohol, including any of the following groups:

- a. Alcohol (Ethyl);
- b. Amphetamines (speed);
- c. Cocaine (Metabolite);
- d. Cannabinoid (THC, Marijuana);
- e. Opiates (Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone);
- f. Phencyclidine (PCP, Angel Dust)

Additionally, procedures reasonably incident to analysis of specimens for controlled substances (i.e., testing for adulterants) are permitted.

The list herein above is not intended as an exclusive or exhaustive inventory of all drugs that may be tested for by the City, and the City reserves the right to unilaterally amend this list to add additional drugs or classes thereof, when necessary and permitted by law.

4. **CONCENTRATION LEVELS.** The concentration levels of each specific drug which will trigger a positive result are as follows:

- a. For threshold testing:

Drug	<u>Cut-off Limit</u>
Alcohol	.04% (.08% for post accident testing)
Amphetamines	1000 ng/ml
Cocaine	300 ng/ml
Cannabinoid (Marijuana)	50 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
6 AM	10 ng/ml

- b. For the confirmatory GC/MS (Gas Chromatography/Mass Spectroscopy) test (for

confirmation purpose) or confirmatory GC (Gas Chromatography):

<u>Drug</u>	<u>Cut-off Limit</u>
Alcohol	.04% (.08% for post accident testing)
Amphetamines	500 ng/ml
Cocaine	150 ng/ml
Cannabinoid (Marijuana)	15 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
6 AM	10 ng/ml

The City shall have the right to modify the specific concentration level for each drug from time to time as is necessary in accordance with data provided by the testing laboratory selected by the City to perform testing.

5. **JOB APPLICANT TESTING.** All selectees for vacant sensitive positions as defined herein, as well as those seeking admission as Part Time Police Officers or Firefighters, are required to submit to a pre-employment drug test, excluding alcohol tests, as a condition of the application process and after being offered employment for any position, voluntary or otherwise, with the City.
 - a. The City shall notify the applicant as to when to appear for the drug testing. The cost of the testing will be borne by the City. Positive results on an initial test will be subject automatically to a confirmation test to verify the results. Confirmation by the MRO that an applicant's test was positive will be grounds for denial of the application for employment.
 - b. Applicants for the aforementioned positions who test positive or refuse to be tested when so requested may not be hired. Such applicants may re-apply for employment after six (6) months from the date of confirmation of the positive results, and if selected again, shall be subject to drug testing again, and must meet any other departmental requirements.
6. **CURRENT EMPLOYEE TESTING**
 - a. Reasonable Suspicion Testing. The City may require any employee to undergo reasonable suspicion drug and alcohol testing if there is a reasonable, individualized suspicion that the employee is under the influence of drugs and/or alcohol during work hours.
 - (1) "Reasonable Suspicion Testing" is defined to be drug and alcohol testing based on a belief that an employee is using or has used drugs and/or alcohol in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of

Malcolm Jones

From: Medical Analysis Drug Screens [drugscreens@medanalysis.net]
Sent: Friday, November 04, 2016 4:20 PM
To: Malcolm Jones
Subject: Re: City of Pass Christian Drug Testing Policy amendments

Those can not be tested for under the MS code.

Katie Boudreaux
Medical Analysis Healthcare Management
Occupational Medicine Director
1025 Division Street Suite B2
Biloxi, MS 39530
Phone: 228-267-3520
Fax: 228-267-3521

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On Fri, Nov 4, 2016 at 4:19 PM, Malcolm Jones <cityattorney@ci.pass-christian.ms.us> wrote:

What about barbiturates, Benzodiazepines, and MDMA ? These drugs are also listed in our Non-DOT drug policy.

From: Medical Analysis Drug Screens [mailto:drugscreens@medanalysis.net]
Sent: Friday, November 04, 2016 1:14 PM
To: Malcolm Jones
Cc: Marian Gest
Subject: Re: City of Pass Christian Drug Testing Policy amendments

Here are the screening and confirmation levels for the NON DOT.

Amphetamines 1000, 500

Cocaine 300, 150

Marijuana 50, 15

Opiates 2000, 2000

PCP 25, 25

6 AM 10, 10

Please let me know if you need anything else.

Thanks

Katie Boudreaux

Medical Analysis Healthcare Management

Occupational Medicine Director

1025 Division Street Suite B2

Biloxi, MS 39530

Phone: 228-267-3520

Fax: 228-267-3521

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On Fri, Nov 4, 2016 at 1:07 PM, Malcolm Jones <cityattorney@ci.pass-christian.ms.us> wrote:

Marian and I recently spoke to you about making some changes to the Cutoff limits for our Non-DOT drug testing, particularly the Opiates. In further reviewing and comparing the cutoff levels for initial and confirmation testing for other drugs in our Non-DOT policy I noticed that there are some significant differences in the Cutoff limits for Initial and Confirmation tests between our Non-DOT and our DOT drug testing policies. Could you please provide me with your lab's recommendations as to both the cutoff limits for the

DRUG AND ALCOHOL TESTING REGULATIONS

Title 15: Mississippi State Department of Health

Part 3: Office of Health Protection

Subpart 1: Health Facilities Licensure and Certification

Post Office Box 1700
Jackson, Mississippi 39215-1700
Phone: 601-364-1100
Fax: 601-364-5052
www.msdh.state.ms.us

Revised: October 2012

Rule 53.3.17 **SAMHSA**. Substance Abuse and Mental Health Services Administration.

SOURCE: Miss. Code Ann. § 71-7-21

Rule 53.3.18 **Specimen**. A tissue or product of the human body chemically capable of revealing the presence of drugs in the human body.

SOURCE: Miss. Code Ann. § 71-7-21

Subchapter 4 THE DRUGS.

Rule 53.4.1 **An employer may include in its drug and alcohol testing protocols marijuana, cocaine, opiates, amphetamines, phencyclidine, alcohol and other controlled substances. However, if testing for controlled substances other than those specifically named above is conducted, testing for such substances can be done only if an appropriate federal agency has established an approved protocol and positive threshold for each such substance.**

SOURCE: Miss. Code Ann. § 71-7-21

Rule 53.4.2 **Specimens collected under Department regulations may only be used to test for controlled substances designated for testing as described in this section and shall not be used to conduct any other analysis or test unless otherwise specifically authorized by Department regulations.**

SOURCE: Miss. Code Ann. § 71-7-21

Rule 53.4.3 This section does not prohibit procedures reasonably incident to analysis of specimens for controlled substances (e.g., determination of pH or tests for specific gravity, creatinine concentration or presence of adulterants).

SOURCE: Miss. Code Ann. § 71-7-21

Subchapter 5 BODY SPECIMENS APPROPRIATE FOR DRUG AND ALCOHOL TESTING.

Rule 53.5.1 **Drugs** - Urine for initial and confirmation tests.

SOURCE: Miss. Code Ann. § 71-7-21

Rule 53.5.2 **Alcohol** - Breath and/or saliva for initial tests; Blood for confirmation tests.

SOURCE: Miss. Code Ann. § 71-7-21

Subchapter 6 COLLECTION OF SPECIMENS; INITIAL TESTING AND ANALYSIS PROCEDURES.

Rule 53.6.1 Employers who implement a drug and alcohol testing program pursuant to the Act shall contract with manufacturers, vendors, or other providers of drug and alcohol



**SERVICE AGREEMENT FOR CITY OF PASS CHRISTIAN
EMPLOYER SPONSORED HEALTH AND WELLNESS PROGRAM**

THIS AGREEMENT is entered into on this ___27th___ day of October 2016, between City of Pass Christian, with its principal place of business at 200 West Scenic Drive, Pass Christian, Mississippi and MEDICAL Analysis LLC, a Mississippi limited liability company with its principal place of business at 1025 Division Street, Suite C, Biloxi, Mississippi 39535 (hereinafter "MED Analysis") as follows:

WHEREAS, City of Pass Christian wishes to offer to its employees the ability to obtain certain health care services;

WHEREAS, MEDICAL Analysis, LLC is ready, willing and able to provide certain health care services to the city's employees in a competent and professional manner and at a reasonable rate;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Courthouse Road – Security Square Clinic- SCOPE OF SERVICES

A. MED ANALYSIS Responsibilities:

Medical Equipment & Supplies to consist of the following:

- o All Office Equipment, Medical equipment, medical supplies and all FFE.
- o Over the counter medications and Vendor/Pharmaceutical supplied medications
- o Applications, Interviews, Payroll, Taxes, Malpractice, and Health & life insurance for on-site clinic employees.
- o Protocols for on-site clinic and maintaining all medical files.
- o Collection and Testing of Urine 5/7 Panel (can do a 10 Panel for a different price) Drug Screenings (Non-DOT & DOT Approved) including Lab fees and urine collection kit. 100 per year Screenings will be performed during clinical hours. Clinic will continue screenings after the 100 limit with the City of Pass Christian only paying cost for lab/kits, \$17 each.
- o Random drug screens to be performed during clinical hours. Before or after clinical hours will be at an additional charge of \$45.00 per hour, manned by 2 techs. City of Pass Christian will have the option to work with MED Analysis to make accommodations to avoid this fee.

- Alcohol Testing provided on “as needed” basis during regular clinical hours.
- Educational Classes with all materials and instructor, in-house, contracted or vendor, (including advertising). Classes to consist of “High Risk factors” such as; Cholesterol, High Blood Pressure/Hypertension, Diabetes management & foot care, Weight management, Self Care for Women, Self Care for Men, Injury prevention, Smoke Cessation.
- Database management and technical support.
- To supply clinical care by a nurse/nurse practitioner for employees, spouse and dependents (assessing, diagnosing, charting, planning and providing patient care under the authority of a physician).
- Vaccine serums (All Hepatitis & Flu) will be ordered and handled by MED ANALYSIS, and will be billed to the CITY OF PASS CHRISTIAN upon approval prior to order of said serum.

B. Clinic services to include (but not limited to):

- Worker’s Compensation related issues
- Glucose testing
- Blood Pressure screenings and monitoring
- Yearly Pap Smears and Breast Exams
- Minor suturing/removal/wound care
- Wart/Mole/Skin Tag Removals
- Lab Capabilities (venipunctures, DBS, urine, etc.)
- Breathing Treatments (asthma, etc.)
- EKG’s
- Simple splinting
- Simple eye care
- DOT or Non-DOT urine drug collections and analysis with an on-staff MRO
- Pre-employment Physicals/DOT Physicals/Academy/School & Sports Physicals
- Employee/Spouse/dependent sick visits
- Yearly Health Assessment with Cardiac Lab Analysis and Nurse feedback service
- Calendar on monthly Activity and Educational Classes

C. MED ANALYSIS will provide the following clinical hours and clinical coverage:

- Clinic Open hours: 7:30-5:30 Mon-Fri (closed 12-1 for lunch)
- Physician Licensed in Family Practice/Internal Medicine for Collaboration
- Medical Review Officer (M.D.) for Drug and Alcohol Testing
- Nurse Practitioners
- Clinic Coordinators
- Medical Assistant/TECHs

The above staff will be provided by MEDICAL Analysis, LLC, for agreed days and hours. These times will exclude the following holidays: Closed from noon New Year’s Eve through New Year’s Day, Mardi Gras Day, Memorial Day, July 4th, Labor Day, Wednesday noon through Thanksgiving Friday, Christmas Eve & Christmas Day. If a holiday falls on the weekend it will be observed the upcoming Monday. Nurse Practitioner will be given time off to maintain license

by attending CEU classes (approx 3 days per year) and a one week vacation period. Patients will be scheduled accordingly and notices will be posted in clinic of upcoming holiday, etc.

D. Advertising and Sign-Up Materials:

MED ANALYSIS will be responsible for the design and layout of advertisements consisting of posters, mail-outs, and flyers. Associate sign-ups will be the responsibility of MED ANALYSIS. MED ANALYSIS will supply master copy of marketing materials and the city's corporate marketing department shall have the right to request changes in future published materials. MED ANALYSIS will furnish electronic copy of calendar in Microsoft Publisher format, City of Pass Christian will print a sufficient number of copies to allow MED ANALYSIS to post and to distribute to City of Pass Christian employees as the parties may agree.

E. Reports:

Utilization reports are supplied to the city's management upon request. Reports will include evaluations of the Health Assessment and clinical statistics and will also maintain statistics reflecting the volume of worker's compensation.

F. City of Pass Christian Responsibilities:

- o Monthly Excel Employee List
- o Weekly Termed List of Employees emailed to: og@medanalysis.net

2. TERM AND EXCLUSIVITY

Contingent obtaining medical staff, this Agreement will become effective on November 1, 2016 and will continue for a twenty-four (24) month period until October 31, 2018, unless terminated pursuant to the terms of this Agreement or extended by the mutual written agreement of the parties. If at the end of the Term the parties have not entered a written agreement to extend the Term of the Agreement, the Agreement will be automatically extended on a monthly basis until terminated by the issuance of a written notice of termination to the other party, which shall become effective no sooner than 90 days from the date of issuance. This agreement is subject to ratification or termination

upon thirty days notice after the end of the current term of the City Administration expiring on June 30, 2017.

3. PAYMENT FOR SERVICES

The City of Pass Christian agrees to pay MED ANALYSIS for the services listed above in the *minimum base fee amount of \$2000 per month per employee* for 80 employees and the *maximum amount of \$25.00 per employee, per month over base fee*. All benefits are extended at no extra charge to the eligible employee's spouse and eligible/dependent children. The first payment shall be made payable to MED ANALYSIS, P.O. Box 4399, Biloxi, Mississippi 39535, which will be due at contract signing and subsequent payments will be due on the first day of every month thereafter.

4. CONFIDENTIALITY

In performing the services described in this Agreement, MED ANALYSIS will learn or will be provided certain information regarding City of Pass Christian employees and/or concerning the City of Pass Christian. All such information will be held strictly confidential. MED ANALYSIS will not share or divulge to any party (other than its employees involved with providing services to the City of Pass Christian employees) the name or any personal information about any City of Pass Christian employee. In no case will MED ANALYSIS use, share or provide any information about a City of Pass Christian employee to any third party without the prior written approval of the City of Pass Christian or the City of Pass Christian employee.

5. CITY OF PASS CHRISTIAN COMPLIANCE COMMITTEE PROVISION

MED ANALYSIS shall promptly provide City of Pass Christian with all information reasonably requested by City of Pass Christian or its Compliance Committee with respect to MED ANALYSIS and its respective affiliates' (including their respective officers, directors and shareholders) financial condition, litigation, indictments, criminal proceedings, and the like in which they are or may have been involved, if any (collectively, the "Requested Information"), in order for City of Pass Christian to determine that the Requested Information does not disclose any

fact which might adversely affect, in any manner, any licenses or permits held by City of Pass Christian or its affiliates or the current stature of the City of Pass Christian or its affiliates with any commission, board or similar regulatory agency. In the event that MED ANALYSIS shall fail to provide the Requested Information promptly, or if information with respect to MED ANALYSIS or its respective affiliates (whether provided by MED ANALYSIS or obtained through the city's own investigation) discloses facts concerning MED ANALYSIS or its respective affiliates which, in the sole discretion of City of Pass Christian or its Compliance Committee, might adversely affect any licenses or permits held by City of Pass Christian or the current stature of City of Pass Christian to any commission, board or similar governmental or regulatory agency, then City of Pass Christian shall have the right to terminate this agreement immediately upon written notice to MED ANALYSIS and the parties shall have no further obligation to the other. Further, MED ANALYSIS acknowledges that this agreement is subject to the approval of the city's Compliance Committee. Notwithstanding any provision to the contrary contained herein, in the event that the city's Compliance Committee does not approve this agreement, then this agreement shall terminate and the parties shall have no further obligations or liability hereunder.

6. COMPLIANCE WITH LAW

Each party warrants that they are in compliance with all applicable laws and ordinances, and that during the Term of this agreement each party agrees to comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies. MED ANALYSIS specifically agrees that that notwithstanding any other provisions contained in this agreement it will ensure its staff, personnel, and contractors will comply with the applicable sections of MCA Section 71-7-1, as amended, et seq., the Drug and Alcohol Testing Regulations of the Mississippi Dept. of Health and amendments thereto for Non-DOT drug collection, testing, and confidentiality provisions and the Federal Motor Carrier Safety

Administration (FMCSA) laws and Regulations, set forth in 49 CFR Part 382 entitled "Controlled Substance and Alcohol Use and Testing" and amendments thereto for DOT drug collection, testing and confidentiality provisions.

MEDICAL ANALYSIS certifies that is currently certified or accredited by the Federal Clinical Laboratory Improvement Act, as amended, by the Federal Substance Abuse and Mental Health Services Administration, by the College of American Pathologists, or it has been deemed by the State Board of Health to have been certified or accredited by and appropriate federal agency, organization or by another State for the purpose of drug and alcohol testing. MEDICAL ANALYSIS agrees to provide proof of such certification or accreditation each year upon the anniversary date of the effective date of this agreement. MEDICAL ANALYSIS understands that if its standing as a certified or accredited laboratory is suspended or revoked this agreement shall be immediately cancelled.

7. **EVENTS OF DEFAULT**

The occurrence of any one or more of the following events constitutes an "event of default" under this Agreement:

- (a) if either party fails to perform its duties in good-faith or in compliance with the applicable laws;
- (b) if either party does or fails to do anything that may have a negative impact on the other's business or reputation in the business community or with its customers;
- (c) if either party fails to comply with the terms of this Agreement and such failure continues for more than ten (10) days after receipt of written notice from the non-defaulting party; except such ten (10) day cure period will be extended as reasonably necessary to permit the defaulting party to complete cure so long as the defaulting party commences cure within such ten (10) day cure period and thereafter continuously and diligently pursues and completes such cure.

8. **REMEDIES**

If an event of default occurs which is not cured during any applicable cure period, the non-breaching party may terminate this Agreement in which event the non-breaching party shall owe

no further obligations to the other party, and in which event the non-breaching party may pursue all remedies available to them at law or in equity.

9. **NOTICES**

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the address shown herein or to such other address as any party may have furnished to the other in writing. Any such notice may be hand delivered or sent by reliable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mail addressed as required above. Notices shall be sent as follows:

If to CITY OF PASS CHRISTIAN: City of Pass Christian.

Pass Christian, Mississippi
Attn:
With a copy to:
Tel: (228)
Fax: (228)

If to MED ANALYSIS: MED ANALYSIS, LLC
P.O. Box 4399
Biloxi, MS 39535
Attn: Suzi Bogard
Tel: (228) 388-2599
Fax: (228) 388-9861

10. **RELATIONSHIP OF THE PARTIES**

In no case shall the parties be deemed a partnership or a joint venture. City of Pass Christian is not a health care provider nor is it qualified to render healthcare to its employees. Therefore, to make these services available to its employees, City of Pass Christian is contracting with MED ANALYSIS as an independent contractor for the sole purpose of setting forth the terms by which MED ANALYSIS will provide the services described herein. MED ANALYSIS agrees to be responsible for all acts and/or omissions of their respective employees, agents, and contractors, and agrees to defend and indemnify the City of Pass Christian from and against any and all

claims, settlements and/or judgments for damages, expenses and/or other costs that may arise out of the acts and/or omissions of their respective employees.

11. HIPAA CONFIDENTIALITY

MED ANALYSIS agrees to maintain patient confidentiality as required by federal and state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). MED ANALYSIS agrees to comply with the provisions of HIPAA, including, but not limited to, the requirements to provide individuals with a Notice of Privacy Practices, and to enter agreements relating to use and disclosure of protected health information with any “business associate” of MED ANALYSIS (as defined in HIPAA). MED ANALYSIS acknowledges that certain material, which will come into its possession or knowledge in connection with this Agreement, may include confidential patient information, disclosure of which to third parties may be damaging to the individual to whom the information relates and/or the city. MED ANALYSIS agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may be otherwise required by law.

12. INDEMNIFICATION

MED ANALYSIS shall defend, indemnify and hold City of Pass Christian harmless from and against all costs and expenses, including attorney’s and expert witness’ fees, arising from all loss, liability, claims, suits or demands of every kind on account of injury, including death, to any person or persons and loss or damage to property caused by or arising out of the services performed by MED ANALYSIS under this Agreement. This provision shall survive the termination of this agreement. MED Analysis shall maintain professional liability insurance coverage in an amount of no less than \$1,000,000.00 per claim for up to 6 occurrences covering the conduct of its agents and

employees, and such policies shall name City of Pass Christian, its parent, affiliates and subsidiaries (“Additional Insured”), as well as its agents, employees, officers and directors of the Additional Insured with subrogation waived. Proof of insurance shall be provided upon request.

13. **ASSIGNMENT**

Neither party may assign this Agreement, in whole or in part, without the written consent of the other party. Any such unauthorized assignment shall be null and void and of no legal effect.

14. **AMENDMENT**

No amendment or modification of this Agreement, or waiver of any term or condition contained herein, shall be valid unless in writing and executed by the parties hereto.

15. **APPROVALS**

This Agreement shall be expressly subject to MED ANALYSIS obtaining all necessary and required approvals / permits, if any, from any regulatory body that may have jurisdiction over the parties. MED ANALYSIS will obtain all of such approvals at its sole costs and expense. If MED ANALYSIS shall fail to do so, then City of Pass Christian shall have the right to terminate this agreement, owing no further obligations to MED ANALYSIS.

16. **WAIVERS TO BE IN WRITING**

No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

17. **GOVERNING LAW**

This Agreement shall be construed in accordance with the law of the State where the City of Pass Christian is located (“Governing Law”), and any dispute regarding this Agreement will be resolved in accordance with such law. MED ANALYSIS hereby agrees that it is subject to the jurisdiction of the courts located in the State where the City of Pass Christian is located, and if any party elects to pursue legal action to resolve any dispute involving this contract, then the action will be filed in the appropriate venue pursuant to Governing Law, unless otherwise agreed by the parties.

18. **COUNTERPARTS**

This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

19. **ENTIRE AGREEMENT**

This Agreement and any exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, representations and agreements.

20. **VALIDITY**

If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this agreement on the date and year first written above.

CITY OF PASS CHRISTIAN

MEDICAL ANALYSIS, LLC

Mayor Chipper McDermott

Signature

Attest: _____
Marian Gest

By: Suzi Bogard
Print name

Its: City Clerk

Its: President

Date: _____

Date: _____

A-12
11-15-16

A Step Above Marine Contractors LLC
224 W North St
MS 39571
228-452-7465

Proposal

Date	Quote #
10/10/2016	735

Name / Address
Pass Christian Harbor City of Pass Christian 115 South Market St. Pass Christian, MS 39571

Project

Description	Qty	U/M	Rate	Total
Removal of the old 10' x 50' Pier and Dispose of the material , piles will be extracted out .	1		3,000.00	3,000.00
Mobilization to and from the Pass Harbor	1		500.00	500.00
Sales Tax			7.00%	0.00

Thank you for your consideration!	Total	\$3,500.00
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A Step Above Marine Contractors, LLC (ASAMC) is fully insured for Marine Construction, proof will be supplied upon request. ASAMC is not responsible for any track marks left by equipment or damage to any plumbing or electrical lines and equipment on customers property not specifically and expressly described in this proposal (existence, description and exact location). ASAMC is not responsible for any wiring or plumbing work associated with this project unless specified. ASAMC is not responsible for any damage caused by heavy equipment over 2,000lb within 15 feet of the bulkhead or retaining wall during and after completion unless equipment is owned and operated by ASAMC.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. ASAMC guarantees completion within 180 days unless otherwise agreed upon in writing. This proposal expires after 60 days unless signed and returned within that time by the customer. The customer agrees to cooperate with ASAMC to aid in the timely completion of the work.

Signature _____

Fax #	228-452-5856	E-mail	ASAMC@cableone.net
-------	--------------	--------	--------------------

GILL'S CRANE & DOZER

116 MARLIN DRIVE
SLIDELL, LA 70461

ESTIMATE

DATE	ESTIMATE NO.
9/15/2016	09152016-1

NAME / ADDRESS
CITY OF PASS CHRISTIAN P.O. DRAWER 368 PASS CHRISTIAN, MS 39571 228-452-5128 OFFICE/228-452-5928 FAX JBERRY@CLPASS.CHRISTIAN.MS.US



DESCRIPTION	COST	QTY	TOTAL
ATTN: HARBOR MASTER WILLIE			
RE: DOCK DEMOLITION			
- MOBILIZATION & DEMOBILIZATION - NO CHARGE PER BRETT	0.00		0.00
- DEMOLISH ONE (1) 12' X 50' OLD DOCK AND PILINGS AND HAUL OFF-SITE	9,500.00		9,500.00
LA NO. 30077 / MS NO. 12433 LICENSED - BONDED - INSURED SINCE 1973		TOTAL	\$9,500.00

TERMS: 25% DUE AT MOBILIZATION; BALANCE DUE AS INVOICED.
ADDITIONAL TERMS AND CONDITIONS ATTACHED.

SIGNATURE _____

Phone #	Fax #	E-mail
504-662-5530	985-781-7569	GILLSCRANE@AOL.COM

Proposal 11-15-16

A Step Above Marine Contractors LLC
 224 W North St
 MS 39571
 228-452-7465

Date	Quote #
11/9/2016	753

Name / Address
Pass Christian Harbor City of Pass Christian 115 South Market St. Pass Christian, MS 39571

Project

Description	Qty	U/M	Rate	Total
1) Replace Blocking on Breakwater wall with 10" x 10" x 16' .2.5 marine treated pilings wedge cut and through bolted with 3/4" galvanized hardware and anchor bolted to the concrete cylinders \$800.00 each	60		800.00	48,000.00
Sales Tax			7.00%	0.00
Thank you for your consideration!			Total	\$48,000.00

A Step Above Marine Contractors, LLC (ASAMC) is fully insured for Marine Construction, proof will be supplied upon request. ASAMC is not responsible for any track marks left by equipment or damage to any plumbing or electrical lines and equipment on customers property not specifically and expressly described in this proposal (existence, description and exact location). ASAMC is not responsible for any wiring or plumbing work associated with this project unless specified. ASAMC is not responsible for any damage caused by heavy equipment over 2,000lb within 15 feet of the bulkhead or retaining wall during and after completion unless equipment is owned and operated by ASAMC. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. ASAMC guarantees completion within 180 days unless otherwise agreed upon in writing. This proposal expires after 60 days unless signed and returned within that time by the customer. The customer agrees to cooperate with ASAMC to aid in the timely completion of the work.

Signature _____

Fax #	228-452-5856	E-mail	ASAMC@cableone.net
-------	--------------	--------	--------------------

A-14
11-15-16

All Season's Lawn Maintenance, Inc.

215 West North Street
 Pass Christian, MS 39571
 228-452-0500

Estimate

Date	Estimate No.
10/26/2015	24263

Name/Address
City of Pass Christian. P.O. Box 368 Pass Christian, Ms. 39571

Project
East Harbor

Description	Qty	Rate	Total
Transplant six (6) palms and approximately forty (40) Indian Hawthorne from west end of new harbor to west side of old harbor. This will include soil for replanting at new location and staking palms three ways. We will also eliminate all plumbing and irrigation heads that service this area.	1	1,825.00	1,825.00
Provide and spread twenty-four (24) cubic yards of class 9 clay to backfill washed out areas to include filling and packing in under existing walkway that is undermined, straightening and re-setting electrical junction box	1	950.00	950.00
Form and pour approximately 1450 square feet of concrete to eliminate all landscape beds between parking lot and stem wall at southwest corner of harbor. This will include the small lawned area where the electrical junction box is located. This will be a 4" slab with wire mesh complete with a broom finish.	1	6,850.00	6,850.00
Sales Tax		7.00%	0.00
		Total	\$9,625.00

Please be advised that in order to schedule your job All Season's Lawn Maintenance must receive a signed Estimate. Also, a down payment of 50% is required on all jobs. The down payment required must be received prior to us ordering your materials. Once received, jobs are scheduled at a minimum of two weeks from the date of receipt. All Season's Lawn Maintenance works very hard to keep with the scheduled start date of each job, however, weather and supply/material availability will be the determining factor of the exact start date of your job.

Payment is due upon completion of the job. Please make arrangements to have payment available at the completion of the job. For credit card payments please contact the office at 228-452-0500.

Customer Signature	Date
--------------------	------

A15
11-15-16

MUST BE SUBMITTED AS
PART OF BID PACKAGE

CITY OF PASS CHRISTIAN
BID FORM

Proposal of Gill's Crane & Dozer Service, Inc.

(hereinafter called "Contractor"), organized and existing under the laws of the State of
Louisiana doing business as a corporation.

To the City of Pass Christian, Mississippi, (hereinafter called "Owner").

Gentlemen:

The Contractor, in compliance with your request for bids for:
CITY OF PASS CHRISTIAN
EAST SMALL CRAFT HARBOR
BOAT LAUNCH SURFACE REPAIRS

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to substantially complete the project within 45 consecutive calendar days thereafter as stated hereafter in this quote. Full contract completion must be accomplished within 60 days of issuance of the Notice to Proceed.

Contractor acknowledges receipt of the following addendum:

- Addendum No. 1 dated 10/4/16
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____

*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Contractor agrees to perform all the work described in the request for quotes, for the following unit prices:

PAY ITEMS

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1	Install 4" thick, reinforced concrete cap to the existing east boat launch ramp <u>Seventy-seven thousand five hundred dollars</u>	1 LS <u>(\$ 77,500.00)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 77,500.00</u> <small>(EXTENSION IN FIGURES)</small>
2	Install 4" thick, reinforced concrete cap to the existing west boat launch ramp <u>Seventy-seven thousand five hundred dollars</u>	1 LS <u>(\$ 77,500.00)</u> <small>(UNIT PRICE IN FIGURES)</small>	<u>\$ 77,500.00</u> <small>(EXTENSION IN FIGURES)</small>

TOTAL QUOTE: One hundred fifty-five thousand dollars and zero cents.
(\$ 155,000.00)

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

Contractor understands that the Owner reserves the right to reject any and all bids.

Respectfully submitted:

Name of Company:

Gill's Crane & Dozer

Service, Inc.

By

Brett J. Audibert

Title Corporate Secretary

Address:

Street: 116 Marlin Drive

P.O. Box: N/A

City: Slidell

State: Louisiana

Telephone: 504-662-5530

Cert. of Resp. No. 12433-MC

PD-1
11-15-16

Planning Department Application #PD-16-2015

Consider the City Planner's recommendation to approve the Re-Subdivision of 118 and 0 Elmwood Drive (Parcel #0312M-02-146.000 and 0312M-02-147.000). The property owner, Alicia R Reinike, proposes combining the two lots. Application and supporting documents attached.

118 Elmwood Drive



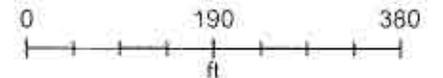
118 Elmwood - 0312M-02-146.000
Elmwood - 0312M-02-147.000



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY, TAX ASSESSOR.

MAP DATE: June 30, 2015.



2016 Landroll Information

REINIKE ALICIA R
118 ELMWOOD DRIVE PASS CHRISTIAN, MS 39571

Physical Street Address:
118 ELMWOOD DR

Parcel #: 0312M-02-146-000 PPIN: 73719 Tax District: 3P Homestead Exp: Regular Judicial Dist: 1

Supervisor District: 3 Subdivision: TIMBER RIDGE SHORES UNIT NO 3

Exemption Code
Non-Exempt

Section 23 Township 08 Range 13

Instrument Number(s)

2010-0006591-D-J1, 2007-0002218-D-J1, 1652/0224, 1652/0206, 1649/0561, 1649/0559,
1623/0214, 1558/0209, 1444/0081, 1274/0367, 1156/0409, 1106/0194

Acres	Land Value	Improvements	Total Value	Assessed Value
0	36800	104801	141601	14160

Legal Description

LOTS 11 & 12 SQUARE 52 TIMBER RIDGESHORES UNIT 3

There are 3 building description records attached to this parcel.

Building 1 (Primary)

Year Built: 1394
Base Square Feet: 1334
Second Floor Area: 0

Building 2

Year Built: 0
Base Square Feet: 160
Second Floor Area: 0

Building 3

Year Built: 0
Base Square Feet: 264
Second Floor Area: 0

[Click Here To Print](#) | [Close Window](#)

2016 Landroll Information

REINIKE KIM
118 ELMWOOD DRIVE PASS CHRISTIAN, MS 39571

Physical Street Address:
0 ELMWOOD DR

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0312M-02-147.000	73720	3P		1

Supervisor District:	Subdivision:
3	TIMBER RIDGE SHORES UNIT NO 3

Exemption Code
Non-Exempt

Section	Township	Range
23	08	13

Instrument Number(s)
2013-0002127-D-J1, 2013-0001155-D-J1, 1512/0134, 1193/0613, 0773/0249

Acres	Land Value	Improvements	Total Value	Assessed Value
0	23000	0	23000	3450

Legal Description
LOTS 13 & 14 SQUARE 52 TIMBER RIDGESHOES UNIT 3

There are 0 building description records attached to this parcel.

[Click Here To Print](#) | [Close Window](#)

UNANNOUNCED



J. Hub 1st Judicial District
Instrument 2016 7227 D - J1
Filed/Recorded 10/12/2016 04:08 P
Total Fees \$ 13.00
4 Pages Recorded



Quitclaim Deed

Quitclaim Deed Prepared By:
Alicia R Reinke
118 Elmwood Drive
Pass Christian MS 39571
(228) 224-6892

Grantor:
Kim M. Reinke
118 Elmwood Drive
Pass Christian MS 39571
(228) 224-4314

Grantee:
Alicia R. Reinke
118 Elmwood Drive
Pass Christian MS 39571
(228) 224-6892

THIS SPACE PROVIDED FOR RECORDER'S USE ONLY:

WHEN RECORDED RETURN TO:
Alicia Reinike
118 Elmwood Drive
Pass Christian, Mississippi, 39571

QUIT CLAIM DEED

THE GRANTOR(S),

-Kim Michael Reinike, a single person,
for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration
conveys, releases and quit claims to the GRANTEE(S):

-Alicia R. Reinike, 118 Elmwood Drive, Pass Christian, Harrison County, Mississippi, 39571,
the following described real estate, situated in Pass Christian, in the County of Harrison, State
of Mississippi:

(legal description): Lot Thirteen (13), Square Fifty Two (52), Timber Ridge Shores, Unit 3, a
subdivision according to the official map or plat thereof on file and of record in the office of
the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

(legal description): Lot Fourteen (14), Square Fifty Two (52), Timber Ridge Shores, Unit 3, a
subdivision according to the official map or plat thereof on file and of record in the office of
the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

Grantor grants, all of the Grantor's rights, title, and interest in and to the above described
property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so
that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or
demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: 0312M-02-147.000

Grantor Signature:

DATED: 10/12/2016

Kim M. Reinike

Kim M. Reinike
118 Elmwood Drive
Pass Christian, Mississippi, 39571

**Timber Ridge Shores, Unit 3, Harrison County, Pass Christian, MS 39571
Lot 13; Square 52; Block 052
Tax Parcel Number 0312M-02-147.000**

**Timber Ridge Shores, Unit 3, Harrison County, Pass Christian, MS 39571
Lot 14; Square 52; Block 052
Tax Parcel Number 0312M-02-147.000**

Quitclaim Deed Prepared By:

Alicia R. Reinike
118 Elmwood Drive
Pass Christian, MS 39571
(228) 224-6892

Grantor:

Kim M. Reinike
118 Elmwood Drive
Pass Christian, MS 39571
(228) 224-4374

Grantee:

Alicia R. Reinike
118 Elmwood Drive
Pass Christian, MS 39571
(228) 224-6892

STATE OF MISSISSIPPI, COUNTY OF HARRISON, ss:

On this 10th day of October, 2016, before me,
Mary Louise Glass, personally appeared Kim M. Reinike, known to me
(or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same as for the purposes therein
contained.



In witness whereof I hereunto set my hand and
official seal.

Mary Louise Glass
Notary Public

Admin Officer
Title (and Rank)

My commission expires Sept 2, 2017

Application for Re-Subdivision or Infill Plan

City of Pass Christian
Planning Commission

PD-16-2015

Name of Subdivision: Timber Ridge	Community Planning Area: West
No. of Lots in Subdivision or Final Plat: 01	Transect Zone: T3R

Applicant's Name: Alicia R. Reinike	
Applicant's Address: 118 Elmwood Dr., Pass Christian, MS	
Applicant's Phone(s): 228-224-4374	
Applicant's Email: Pkayaker22@aol.com	
Applicant's Signature: <i>[Signature]</i>	Date: <i>[Date]</i>

Parcel ID #: 0312M-02-146.000	Parcel Address: 118 Emerald Dr.
Name of Property Owner: Alicia R. Reinike	
Property Owner's Mailing Address: 118 Elmwood Dr.	

Parcel ID #: 0312M-02-147.000	Parcel Address: 0 Elmwood Dr.
Name of Property Owner: Alicia R. Reinike	
Property Owner's Address: 118 Elmwood Dr.	

Engineer/Surveyor: N/A

Legal Description of Property:

As recorded at the Harrison County Courthouse.	
Book Number:	Page Number:
Attach any Restrictive Covenants or Deed Restrictions. _____ (Initial)	

Preliminary Subdivision Plat Approved:	Date:
Construction Plans for Subdivision Approved:	Date:
Water/Sewer-Utilities-Drainage Plans Approved by City Engineer (See attached letter).	
All Required Improvements are in place, inspected and accepted by City Engineer:	Date:

Filing Fee of \$ 150 is payable to City of Pass Christian for processing costs.	
Date: 4/24/15	By: DWfelch

PD-2
11-16-16

Planning Department Application #PD-43-2016

Consider the Planning Commission's recommendation to deny Application PD-43-2016, Craig & Katherine Campbell, 110 W Scenic Drive, Application to divide the lot into two parcels, which would create a Non-Conforming Outbuilding on the proposed northern lot, in the T4L & T4+ Mixed-Use Zones. Application and supporting documents attached.

City of Pass Christian

Agenda Memorandum

To: Planning Commission

From: Danit Simon, City Planner

Date of Meeting: November 7, 2016

Project Number: PD-43-2016

Project Description: Re-Subdivision Application to divide one lot into two lots, which would create a non-conforming structure on the proposed northern lot.

Applicant: Craig & Katherine Campbell

Project Address: 110 W Scenic Drive

Parcel ID: 0313H-02-079.000

Zone: T4L & T4+ Mixed-Use Zones

Project Description: 110 W Scenic Drive extends from Scenic Drive to 2nd Street, and the applicant is requesting to divide the lot into two parcels in order to sell them separately, please see attached map. The parcel has a house that is the Principal Residential Structure, and a shed that is an Outbuilding with a Nonconforming metal exterior material. If the parcel is divided, the house will be on the southern lot facing Scenic Drive. And the shed will become a Nonconforming Outbuilding on the northern lot facing 2nd Street.

Zoning Regulations:

1.8 Pre-Existing Conditions

1.8.1 Generally

a. Definition: A nonconformity as used in the Code is an existing Use, Structure, Lot or site improvement that is in compliance with the zoning regulations that were applicable to it when it was established, and for which all required permits were issued, but which does not conform in whole or in part to the regulations of this Code. Such nonconformity is legal and may continue except as regulated by this section.

ii. A change in tenancy, ownership, or management of a nonconforming Use, Structure, or Lot or site improvement shall not be construed to create a nonconformity, providing the change is otherwise lawful and in compliance with this Code.

c. The existence of nonconformity shall not be used as a reason to add new Uses, Structures, or site improvements that are not allowed by the regulations of the Tronsect Zone in which it is located.

1.8.2 Alterations and Expansions of Nonconforming Structures

b. Expansions, repairs, remodeling, modernizations, and maintenance that does not enlarge the nonconformity of the structure are permitted consistent with the International Building Code or International Residential Code.

1.8.4 Nonconforming Uses

a. Time Limitations: Where, at the effective date of adoption or amendment of this Code, a lawful Use of land or a structure exists which would not be permitted under this Code, such Use will be allowed to continue. If the nonconforming Use of the land or structure ceases or is discontinued for a period in excess of one (1) year before either a permit is granted and reconstruction or repair commences or the use is resumed, the nonconforming use shall be forfeited or abandoned and the subsequent use shall be fully compliant with this code...

b. Replacement and Expansion of Structures that Contain Nonconforming Use: No Enlargement, extension, replacement, repair, modernization, or reconstruction of an existing Structure which contains

a nonconforming Use shall be permitted except to change the Use to a conforming use or with Planning Commission Approval.

d. Subdivision or structural additions: Structures used for nonconforming Uses shall not be subdivided, nor shall any structures be added on the premises, except for conforming Uses and Structures.

5.14 Outbuilding Policy

5.14.1 Non-dwelling outbuildings on parcels without a primary building. A non-dwelling outbuilding on a parcel without a primary building can be placed on a parcel without a primary structure under the following conditions:

- a. No outbuilding on an otherwise vacant lot may have electrical, water or sewer connected.
- b. Any outbuilding erected on a parcel with no primary building is required to have a building permit and a conditional use permit issued by the Planning Commission, and must meet all applicable Flood and building code regulations.
- c. Any such outbuilding shall meet the setback requirements of the City's zoning ordinance, with sufficient room permitted in the judgment of the Planning Office for a future primary building.
- d. The owner of the vacant lot shall sign an agreement to maintain the outbuilding and the vacant lot in an acceptable fashion, not allowing vegetation to grow to a height of more than 18", not allow trash, vehicles, boats, etc. to accumulate on the vacant property. Failure to maintain these standards and to expeditiously rectify violations upon notification by the City of Pass Christian shall result in the loss of the conditional use and the requirement to have the lot cleaned and the outbuilding removed. Once the conditional use permit has been lost the owner loses the right to re-apply for a similar permit in the future.

Subdivision Ordinance:

17. Variances and Modifications

(1) Where the Planning Commission finds that extraordinary hardship may result from strict compliance with these Regulations and of the Pass Christian SmartCode Comprehensive Land Use Ordinance, it may vary the Regulations so that substantial justice may be done and the public interest secured, provided that such variance will not have the effect of nullifying the intent and purpose of these Regulations.

(2) The fact that a subdivider could realize a greater financial return by the use of his property that is contrary to these Regulations is not sufficient reason for change. Hardship cannot be proved where it can be shown that property was purchased without the knowledge of existing restrictions, nor can hardship be claimed in terms of prospective sales or potential customers.

Standards for Planning Commission Approval:

- a. That the proposed use or development of the land will not materially endanger the public health and safety;
- b. That the proposed use is reasonably necessary for the public health or general welfare, such as by enhancing the successful operation of the surrounding area in its basic community functions or by providing an essential service to the community of the region;
- c. That the proposed use or development of the land will not substantially injure the value of adjoining or abutting property;
- d. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;
- e. That the proposed use or development of the land will generally conform with the Comprehensive Plan and other official plans adopted by the City;
- f. That the proposed use is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal and similar facilities;
- g. That the proposed use will not cause undue traffic congestion or create a traffic hazard.

Planning Office Opinion: The SmartCode strongly discourages parcels without Principal Buildings from having Outbuildings in order to encourage lots to be developed rather than used for parking and storage. The owners want to divide and sell the parcels as is, in case a potential buyer perceives value in the existing Nonconforming shed. The potential buyer would then have four development options, (1) remove the shed, (2) build a Principal structure between the shed and the front property line (the exterior metal material remains nonconforming), (3) convert the shed into a conforming Principal Structure (the front setback remains nonconforming), or (4) apply for a Conditional Use Permit with the Planning Commission, per section 5.14.1 Non-dwelling outbuildings on parcels without a primary building. Unfortunately, the City cannot guarantee that potential buyers are informed that the shed is Nonconforming and limited in its potential Uses. And, it is possible that the purchaser will mistakenly believe that they can utilize the shed and parcel solely for storage.

Finally, the City's Subdivision Ordinance outlines specific requirements for when to approve a lot division with an element that is not allowed by right, such as Nonconforming Structure. The Subdivision Ordinance states that a modification from the strict interpretation of the Codes can be granted due to hardship so that "substantial justice may be done and the public interest secured." But, this definition of hardship specifically excludes "a greater financial return" or the claim "for prospective sales or potential customers" as a reason to grant a modification from the Codes and create a Nonconformity.

The City Planner recommends that the Re-Subdivision Application is approved with the condition that the applicant either removes the shed or secures a permit to convert the shed into a code compliant Principal Structure prior to receiving the Certificate of Re-Subdivision.

Attach:
Aerial Map
Survey
Application

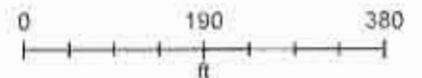
110 W Scenic Dr Aerial Map

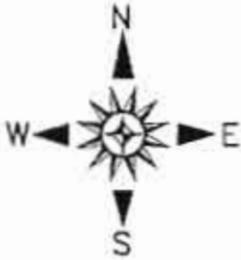


HARRISON COUNTY, MISSISSIPPI

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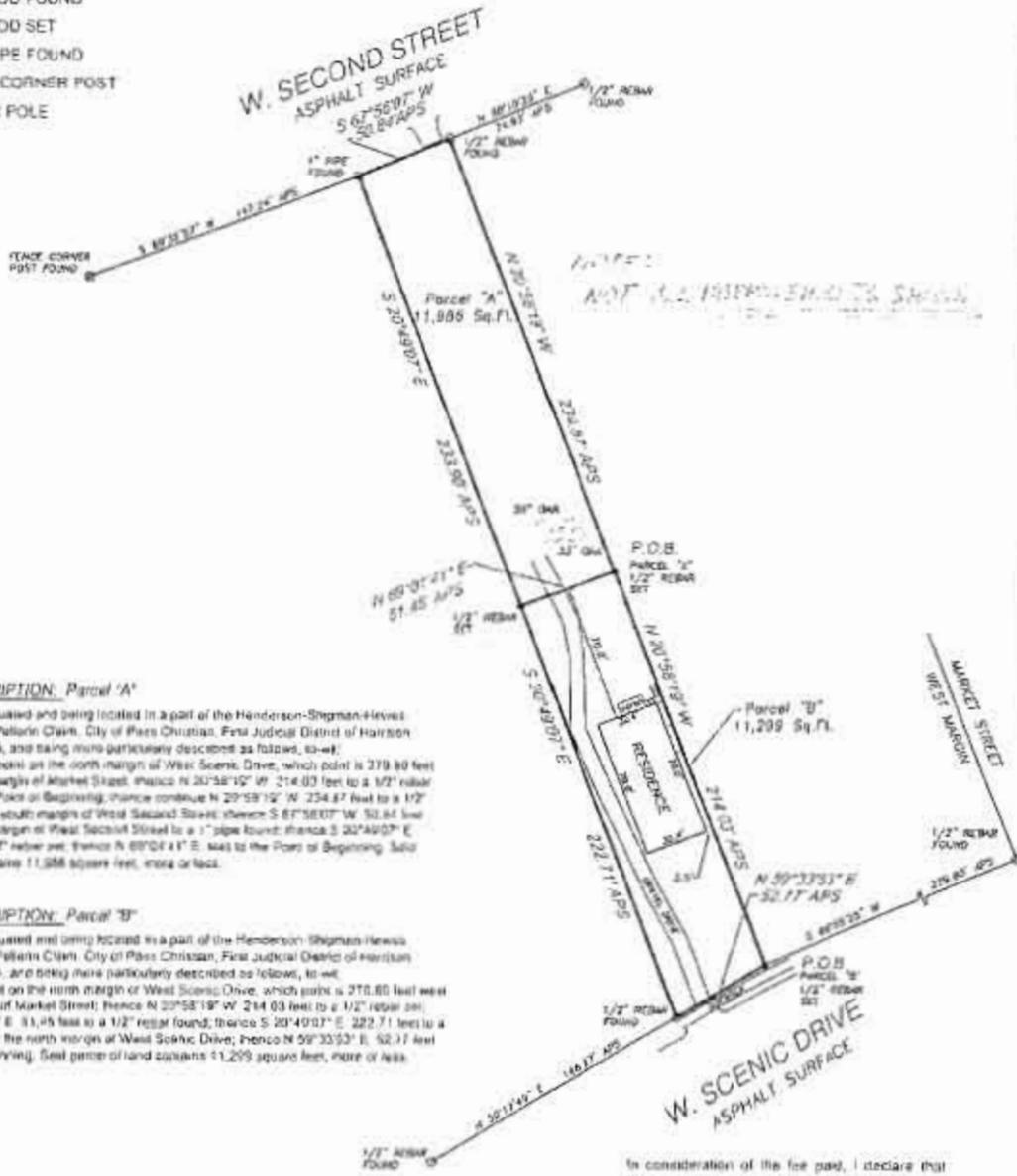
M4-P DATE: November 7, 2010





LEGEND

- CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊕ FENCE CORNER POST
- ⊕ POWER POLE



LEGAL DESCRIPTION: Parcel 'A'

A parcel of land situated and being located in a part of the Henderson-Stepman-Hewes Partition of the B. Pellain Coven. City of Paces Christian, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Commencing at a point on the north margin of West Scenic Drive, which point is 279.80 feet west of the west margin of Market Street; thence N 20°58'10" W 214.03 feet to a 1/2" rebar set and being the Point of Beginning; thence continue N 20°58'10" W 234.87 feet to a 1/2" rebar found on the south margin of West Scenic Drive; thence S 81°58'07" W 50.84 feet along said south margin of West Scenic Drive to a 1" pipe found; thence S 20°40'07" E 233.50 feet to a 1/2" rebar set; thence N 89°02'41" E 443.22 feet to the Point of Beginning. Said parcel of land contains 11,889 square feet, more or less.

LEGAL DESCRIPTION: Parcel 'B'

A parcel of land situated and being located in a part of the Henderson-Stepman-Hewes Partition of the B. Pellain Coven. City of Paces Christian, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: Beginning at a point on the north margin of West Scenic Drive, which point is 279.80 feet west of the west margin of Market Street; thence N 20°58'10" W 214.03 feet to a 1/2" rebar set; thence S 89°01'41" E 81.45 feet to a 1/2" rebar found; thence S 20°40'07" E 222.71 feet to a 1/2" rebar found on the north margin of West Scenic Drive; thence N 59°33'53" E 52.17 feet to the Point of Beginning. Said parcel of land contains 11,209 square feet, more or less.

REFERENCES

- 1) SURVEY BY W. HUNT

NOTES:

Surveyor has made no investigation or independent search for easements of record, encroachments, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No effort has been made as a part of this boundary survey to obtain or show data concerning easements, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information and belief.

[Signature]
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.

1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 50'	DATE: 09-16-16
DRAWING: W08 16-0234	CLIENT: Craig Campbell

Application for Re-Subdivision or Infill Plan

City of Pass Christian

Planning Commission

PD-43-2016

Name of Subdivision: N/A	Community Planning Area: Downtown
No. of Lots in Subdivision or Final Plat: 2	Transect Zone: T4 + + T4L

Applicant's Name: Craig & Kathrine Campbell
Applicant's Address: 110 W. Scenic Drive Pass Christian, MS
Applicant's Phone(s): 228-342-1438
Applicant's Email: CKomck@aol.com
Applicant's Signature:  Date: 9-20-16

Parcel ID #: D313H-02-079.000	Parcel Address: 110 W. Scenic Dr.
Name of Property Owner: Craig S. Campbell & Kathrine H. Campbell	
Property Owner's Mailing Address: 110 W. Scenic Dr. Pass Christian, MS 39571	

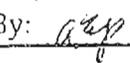
Parcel ID#:	Parcel Address:
Name of Property Owner:	
Property Owner's Address:	

Engineer/Surveyor: Duke Levy & Associates, P.A.

Legal Description of Property: Lengthy, please see attachment.

As recorded at the Harrison County Courthouse.
Book Number: 1501/0166 0478/0349 Page Number:
Attach any Restrictive Covenants or Deed Restrictions. _____ (Initial)

Preliminary Subdivision Plat Approved:	Date:
Construction Plans for Subdivision Approved:	Date:
Water/Sewer-Utilities-Drainage Plans Approved by City Engineer (See attached letter).	
All Required Improvements are in place, inspected and accepted by City Engineer:	Date:

Filing Fee of \$100 ⁰⁰ is payable to City of Pass Christian for processing costs.		
Date: 9/20/16	By: 	CK# 5905 receipt# 127926

PD-3
11-15-16

Planning Department Application #PD-46-2016

Consider the Planning Commission's recommendation to approve Application PD-46-2016, The Planning & Zoning Department, City of Pass Christian, Rezone 9 parcels on Clark Avenue from the T2 Rural and T3R Single-Family Residential Zones to the T4+ Mixed-Use Zone, Parcel #0312K-01-002.000, 0312K-01-024.000, 0312K-01-024.001, 0312K-01-033.000, 0312K-01-032.000, 0312K-01-031.000, 0312K-01-030.000, 0312K-01-029.000 & 0312K-01-028.000. Supporting documents attached.

City of Pass Christian

Agenda Memorandum

To: Planning Commission

From: Danit Simon, City Planner

Date of Meeting: November 7, 2016

Project Number: PD-46-2016

Project Description: Rezone nine parcels on Clark Avenue from the T2 Rural and T3R Single-Family Residential Zones to the T4+ Mixed-Use Zone

Applicant: The Planning & Zoning Department, City of Pass Christian

Project Address: Nine parcels on Clark Avenue

Parcel ID: Parcel #0312K-01-002.000, 0312K-01-024.000, 0312K-01-024.001, 0312K-01-033.000, 0312K-01-032.000, 0312K-01-031.000, 0312K-01-030.000, 0312K-01-029.000 & 0312K-01-028.000

Zone: T2 Rural and T3R Single-Family Residential Zones

Project Description: Parcel #0312K-01-002.000 had a commercial zoning designation on the City's original Zoning Map, which allowed for multi-unit residential buildings. The condominium building was built on this parcel prior to the adoption of the new zoning map and SmartCode in 2010. When the new zoning map came into effect in 2010, the parcel was downgraded from a commercial zone to the T2 Rural Zone, which classified the existing building as non-conforming and limited the future development options for the parcel. Designating this parcel T2 Rural in 2010 was most likely an oversight.

Zoning Regulations:

- **Mississippi Code of 1972:**
 - **17-1-17, Note 3:** Before zoning board reclassifies property from one zone to another, there must be proof either that there was (1) a mistake in original zoning or that (2) character of neighborhood is changed to such an extent as to justify reclassification, and that there was a public need for rezoning.
 - **17-1-15, Note 4:** Board of supervisors is required to consider not only objectors' interest and landowner's right to use land, in making zoning restrictions, but common good of community and general welfare of all citizens.
- **Standards for Planning Commission Approval:**
 - a. *That the proposed use or development of the land will not materially endanger the public health and safety;*
 - b. *That the proposed use is reasonably necessary for the public health or general welfare, such as by enhancing the successful operation of the surrounding area in its basic community functions of by providing an essential service to the community of the region;*
 - c. *That the proposed use or development of the land will not substantially injure the value of adjoining or abutting property;*
 - d. *That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;*
 - e. *That the proposed use or development of the land will generally conform with the Comprehensive Plan and other official plans adopted by the City;*
 - f. *That the proposed use is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal and similar facilities;*
 - g. *That the proposed use will not cause undue traffic congestion or create a traffic hazard.*

Planning Office Opinion: At Henderson and Clark Avenues there is a neighborhood of parcels zoned T5C and T4+; mixed-use zones that allow multi-unit buildings by right. In order to correct the zoning mistake at Parcel #0312K-01-002.000 and to provide continuity to the neighborhood, a total of nine parcels should be rezoned to the T4+ Mixed-Use Zone. The T4+ Zone will continue to allow property owners to construct single-family residential houses on the lots by right, while also allowing for additional permitted uses including multi-family housing and certain commercial uses.

The request meets the above listed Zoning Regulations and the City Planner recommends approval of the request to rezone nine parcels on Clark Avenue from the T2 Rural and T3R Single-Family Residential Zones to the T4+ Mixed Use Zone.

Attach:

Map of 9 Parcels to Rezone
Zoning Map
Use Table
Letter of Support
Public Notice Memo

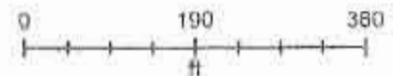
PD-46-2016, Rezone 9 Parcels to the T4+ Mixed-Use Zone



HARRISON COUNTY, MISSISSIPPI

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MAP DATE: October 20, 2016



North Central Community Planning Area REGULATING MAP, 1 of 2

Legend

- | | | | | | | | | | | | | | | |
|--|--|--|----|--------------------------------------|----|---|----|----------------------------------|----|---|----|-----|----|-----|
| <ul style="list-style-type: none"> Natural Drainage Channels Natural Drainage Buffers | <ul style="list-style-type: none"> Community Planning Area Parcels | <ul style="list-style-type: none"> Corridor Overlay District High Hazard Overlay | | | | | | | | | | | | |
| <p>TZone</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;"> T1</td> <td style="width: 33%;"> Special District - Industrial Marine</td> </tr> <tr> <td> G1</td> <td> Special District - Mixed-Use Commercial</td> </tr> <tr> <td> G2</td> <td> Special District - Auto-Oriented</td> </tr> <tr> <td> G3</td> <td> Special District - High Hazard Commercial</td> </tr> <tr> <td> O1</td> <td> T4+</td> </tr> <tr> <td> O2</td> <td> T5C</td> </tr> </table> | | | T1 | Special District - Industrial Marine | G1 | Special District - Mixed-Use Commercial | G2 | Special District - Auto-Oriented | G3 | Special District - High Hazard Commercial | O1 | T4+ | O2 | T5C |
| T1 | Special District - Industrial Marine | | | | | | | | | | | | | |
| G1 | Special District - Mixed-Use Commercial | | | | | | | | | | | | | |
| G2 | Special District - Auto-Oriented | | | | | | | | | | | | | |
| G3 | Special District - High Hazard Commercial | | | | | | | | | | | | | |
| O1 | T4+ | | | | | | | | | | | | | |
| O2 | T5C | | | | | | | | | | | | | |

Note 1: Irregular boundary between Zones G2 and T1, where not clearly related to parcel boundaries, follows the topographic contour at 4 feet above Mean Sea Level.
 Note 2: Irregular boundary between Zones G2 and O2, where not clearly related to parcel boundaries, is along the topographic contour at 6 feet above Mean Sea Level.

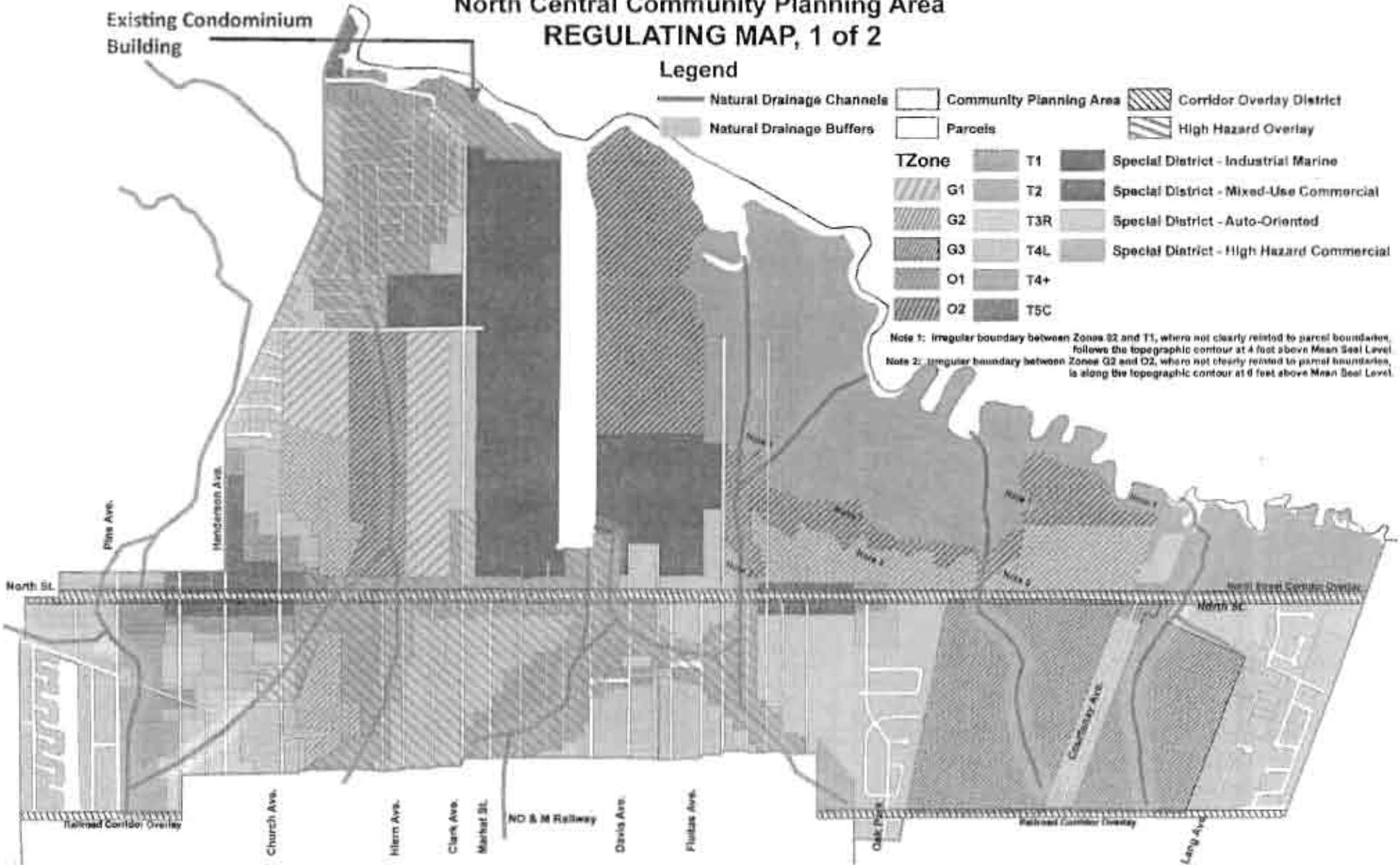


Table 10: Specific Function. This table delegates specific Functions within the Transect Zones and makes specific functions available for incorporation into Special Districts, and it should be used in conjunction with Table 11. Zone T3V Building Functions are identical to those of T3E except that Multi-Family Estate is permitted by right.

	T3V	T2	T3E	T3R	T4L	T4C	T4C	T5	T5D
a. Residential									
Apartment Building	X	X	X	X	○	○	○	○	X
Row House	X	X	X	X	○	○	○	○	X
Duplex House	X	X	X	X	○	○	○	○	X
Sidyard House	X	X	X	○	○	○	○	○	X
Cottage Court	X	X	X	○	○	○	○	X	X
Single-Family House	X	○	○	○	○	○	○	○	X
Estate House	X	○	○	X	X	X	X	X	X
Multi-Family Estate	X	X	X	X	X	X	X	X	X
Accessory Units	X	○	○	○	○	○	○	○	X
Manufactured House	X	X	X	X	X	X	X	X	○
Temporary Tent	X	X	X	X	X	X	X	X	X
Live-Work Unit	X	○	○	○	○	○	○	○	○
b. Lodging									
Hotel (no room limit)	X	X	X	X	X	X	○	○	○
Inn (up to 12 rooms)	X	○	X	X	○	○	○	○	X
Bed & Breakfast (up to 5 rooms)	X	○	X	○	○	○	○	○	X
S.R.O. Hostel	X	X	X	X	X	X	○	X	○
School Dormitory	X	X	X	X	○	○	○	○	○
c. Office									
Office Building	X	X	X	X	X	○	○	○	○
Suite in Building	X	○	X	X	○	○	○	○	○
Work-Live Unit	X	X	○	○	○	○	○	○	○
d. Retail									
Open-Market Building	X	○	X	X	○	○	○	○	○
Retail Building	X	X	X	X	X	○	○	○	○
Display Gallery	X	X	X	X	○	○	○	○	○
Restaurant	X	X	X	X	○	○	○	○	○
Kiosk	X	X	X	X	○	○	○	○	○
Nightclub	X	X	X	X	X	X	X	○	○
Peen Shop	X	X	X	X	X	X	X	X	○
Adult Entertainment	X	X	X	X	X	X	X	X	○
e. Civic									
Bus Shelter	X	X	○	○	○	○	○	○	○
Convention Center	X	X	X	X	X	X	○	X	○
Conference Center	X	X	X	X	X	X	○	○	○
Library or Museum	X	X	X	X	○	○	○	○	○
Live Theater	X	X	X	X	X	○	○	○	○
Movie Theater	X	X	X	X	X	X	○	○	○
Outdoor Auditorium	X	○	X	X	X	X	○	○	○
Parking Structure	X	X	X	X	X	○	○	○	○
Passenger Terminal	X	X	X	X	X	○	○	○	○
Sports Stadium	X	X	X	X	X	X	X	X	○
Surface Parking Lot	X	○	○	X	○	○	○	○	○
Religious Assembly	X	X	X	X	○	○	○	○	○

	T3V	T2	T3E	T3R	T4L	T4C	T4C	T5	T5D
f. Other: Agriculture									
Grain Storage	X	○	X	X	X	X	X	X	○
Livestock Pen	○	○	X	X	X	X	X	X	○
Greenhouse	○	○	○	○	X	X	X	X	○
Stable	○	○	○	○	X	X	X	X	○
Kennel	○	○	○	○	○	○	X	○	○
g. Other: Automotive									
Gasoline	X	○	X	X	X	○	○	○	○
Automobile Service	X	X	X	X	X	○	○	○	○
Truck Maintenance	X	X	X	X	X	○	○	○	○
Drive-Through Facility	X	X	X	X	X	○	○	○	○
Rest Stop	○	○	X	X	X	X	X	X	○
Roadside Stand	○	○	X	X	X	X	X	X	○
Billboard	X	X	X	X	X	X	X	X	○
Shopping Center	X	X	X	X	X	X	○	X	○
Shopping Mall	X	X	X	X	X	X	○	X	○
h. Other: Civil Support									
Fire Station	X	X	○	○	○	○	○	○	○
Police Station	X	X	X	X	○	○	○	○	○
Cemetery	X	○	○	○	○	X	X	X	○
Funeral Home	X	X	X	X	○	○	○	○	○
Hospital	X	X	X	X	X	X	X	○	○
Medical Clinic	X	X	X	X	○	○	○	○	○
i. Other: Education									
College	X	X	X	X	X	○	○	○	○
High School	X	X	X	X	○	○	○	○	○
Trade School	X	X	X	X	X	○	○	○	○
Elementary School	X	X	X	○	○	○	○	○	○
Other-Childcare Center	X	○	X	○	○	○	○	○	○
j. Other: Industrial									
Heavy Industrial Facility	X	X	X	X	X	X	X	X	○
Light Industrial Facility	X	X	X	X	X	X	X	○	○
Truck Depot	X	X	X	X	X	X	X	X	○
Laboratory Facility	X	X	X	X	X	X	X	○	○
Water Supply Facility	X	X	X	○	○	○	X	X	○
Sewer and Waste Facility	X	X	X	○	○	○	X	X	○
Electric Substation	○	○	○	○	○	○	X	○	○
Antenna Tower	○	○	X	X	X	X	X	○	○
Cremation Facility	X	X	X	X	X	X	X	X	○
Warehouse	X	X	X	X	X	X	X	X	○
Product Storage	X	X	X	X	X	X	X	X	○
Mini-Storage	X	X	X	X	X	X	X	X	○

○ - By Right ○ - By Planning Commission Approval
 X - Prohibited ○ - By Warrant

City of Pass Christian

Planning Department
PO Drawer 368
Pass Christian, MS 39571
Phone 228.257.0261
Fax 228.452.3044

Response Letter

(If you already submitted a letter, you do not need to resubmit, your letter is on file for this project.)

Please note that, CHARLES P. MURPHY Objects Supports Impartial Has question
(print name)

to project number PD-46-2016, for the following reason(s)

- CHARLES P. MURPHY - owner lots 3, 4, 5, 6, 7 blocks 25, lots 16, 15, 17
- CINDY V. MURPHY } MORTGAGE LLC OWNERS 13, 12
- CASEY A. MURPHY Lot 1 and lot 5 owner
- CHADWICK P. MURPHY Lot 2 and lot 6 owner
- CHARLES P. MURPHY JR Lot 3 and lot 8 owner

Charles P. Murphy 10/27/16
Sincerely,

Cindy V. Murphy 10/27/16

OWNERS OF LOTS

Name

6384 General Decy, Mid. Lg. 70124

Address

[Signature] 10/24/16
Signature Date

Charles P. Murphy 10/24/16

GRT 10/26/16

City of Pass Christian

Planning Department

PO Drawer 368

Pass Christian, MS 39571

Phone 228.452.3324

Fax 228.452.3044

For the below listed projects, the ad ran in the Gazebo Gazette on October 21, 2016; the letters were mailed out on October 20, 2016; the signs were posted on October 21, 2016; and the notice was placed at the City Hall bulletin board on October 19, 2016.

Notice of Public Hearing

Planning Commission

Monday, November 7, 2016, 6pm

Notice of Public Hearing

Mayor & Board of Aldermen

Tuesday, November 15, 2016, 6pm

- 1) Application PD-42-2016, Michael Gillespie as agent for Cutting Edge Design & Construction, 218 E 2nd Street, Parcel #0313H-02-050.000, Planning Commission Approval for a Group Residential Home in the T4+ Mixed-Use Zone.
- 2) Application PD-46-2016, The Planning & Zoning Department, City of Pass Christian, Rezone 9 parcels on Clark Avenue from the T2 Rural and T3R Single-Family Residential Zones to the T4+ Mixed-Use Zone, Parcel #0312K-01-002.000, 0312K-01-024.000, 0312K-01-024.001, 0312K-01-033.000, 0312K-01-032.000, 0312K-01-031.000, 0312K-01-030.000, 0312K-01-029.000 & 0312K-01-028.000.



Danit Simon, City Planner

11/7/16

Date

PD-4
11-15-16

Planning Department Application PD-48-2016

Consider the City Planner's recommendation to approve the Re-Subdivision of 0 Clark Avenue (the Portage Marina, Parcel #0312K-01-002.000). Charles P Murphy, as agent for Portage LLC, proposes dividing the lot into two parcels. Application and supporting documents attached.

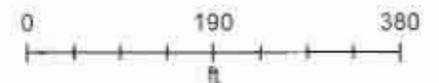
PD-48-2016, 0 Clark Avenue



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TALL LURRY TAX ASSESSOR.

MAP DATE: November 9, 2016



2016 Landroll information

PORTAGE LLC
6384 GENERAL DIAZ ST NEW ORLEANS, LA 70124

Physical Street Address:
0 CLARK AVE

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0312K-01-002.000	65835	3P		1

Supervisor District:	Subdivision:
3	

Exemption Code
Non-Exempt

Section	Township	Range
23	08	13

Instrument Number(s)
2004-0008928-D-J1, 1352/0166, 0753/0490

Acres	Land Value	Improvements	Total Value	Assessed Value
2.1	126788	821287	948075	142211

Legal Description
2.1 AC(C) ON BAYOU PORTAGE, NE1/4 OF NE1/4 OF SEC 23-8-13

There are 1 building description records attached to this parcel.

Building 1 (Primary)

Year Built:	0
Base Square Feet:	4900
Second Floor Area:	3920

[Click Here To Print](#) | [Close Window](#)

Application for Re-Subdivision or Infill Plan

City of Pass Christian
Planning Commission

PD-48-2016

Name of Subdivision: <u>PORTAGE</u>	Community Planning Area:
No. of Lots in Subdivision or Final Plat: <u>2</u>	Transect Zone:

Applicant's Name: <u>PORTAGE LLC / CHARLES P. MURPHY</u>	
Applicant's Address:	
Applicant's Phone(s): <u>504-908-5088</u>	
Applicant's Email: <u>CMURPHY MD @ AOL.COM</u>	
Applicant's Signature: <u>[Signature]</u>	Date: <u>3/24/16</u>

Parcel ID #: <u>D312K-01-002.000</u>	Parcel Address: <u>900 CLARK AVE.</u>
Name of Property Owner: <u>PORTAGE LLC</u>	
Property Owner's Mailing Address: <u>6384 GENERAL DIAZ ST., N.O. LA. 70124</u>	

Parcel ID#:	Parcel Address:
Name of Property Owner:	
Property Owner's Address:	

Engineer/Surveyor:

Legal Description of Property:
As recorded at the Harrison County Courthouse
Book Number: _____ Page Number: _____
Attach any Restrictive Covenants or Deed Restrictions, _____ (Initial)

Preliminary Subdivision Plat Approved:	Date:
Construction Plans for Subdivision Approved:	Date:
Water/Sewer-Utilities-Drainage Plans Approved by City Engineer (See attached letter).	
All Required Improvements are in place, inspected and accepted by City Engineer:	Date:

Filing Fee of \$ <u>100.00</u> is payable to City of Pass Christian for processing costs.		
Date: <u>3.24.16</u>	By: <u>[Signature]</u>	<u>CK-HPD</u>

PD-5
11-15-16

Planning Department Application PD-49-2016

Consider the Planning Commission's recommendation to approve Application PD-49-2016, Watters Architecture as agent for Michael and Shira Pfister, 101 Baywood Drive, Warrant Application for a reduced roof pitch for an addition in the T3R Single-Family Residential Zone. Application and supporting documents attached.

City of Pass Christian

WARRANT

To: Planning Commission

From: Danit Simon, City Planner

Date: November 9, 2016

Project Number: PD-49-2016

Project Description: Warrant request for a 4:12 roof pitch for an addition.

Applicant: Watters Architect as agent for Michael & Shira Pfister

Project Address: 101 Baywood Drive

Parcel ID: 02120-01-067.000

Zone: T3R Single-Family Residential Zone

Project Description: The applicant proposes constructing an addition on the southeast corner of the existing residential house. The pitch of the roof for the proposed addition is 4:12 to match the nonconforming roof on the existing structure. Please see attached maps and renderings.

Zoning Regulations:

5.3.5 Architectural Standards (T3R, T3E)

g. Pitched roofs, if provided, shall be symmetrically sloped no less than 5:12, except that porches and attached sheds may be no less than 2:12.

Standards for Planning Commission Approval:

- a. That the proposed use or development of the land will not materially endanger the public health and safety;*
- b. That the proposed use is reasonably necessary for the public health or general welfare, such as by enhancing the successful operation of the surrounding area in its basic community functions or by providing an essential service to the community of the region;*
- c. That the proposed use or development of the land will not substantially injure the value of adjoining or abutting property;*
- d. That the proposed use or development of the land will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood in which it is located;*
- e. That the proposed use or development of the land will generally conform with the Comprehensive Plan and other official plans adopted by the City;*
- f. That the proposed use is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal and similar facilities;*
- g. That the proposed use will not cause undue traffic congestion or create a traffic hazard.*

Planning Office Opinion: The applicant is requesting a 4:12 roof pitch to accommodate the roof on the existing house. The Building Code Official has confirmed that the slightly reduced pitch will not impact the roof's drainage or function. And, this minor deviation from the code will not affect the neighboring properties or larger community.

The request meets the above listed Standards for Planning Commission Approval, and the addition will "be in harmony with the character of the neighborhood in which it is located."

Attached:

Aerial Map

Site Plan

Elevations

Warrant Application

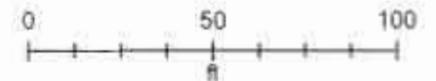
101 Baywood Dr, Aerial Map



HARRISON COUNTY, MISSISSIPPI

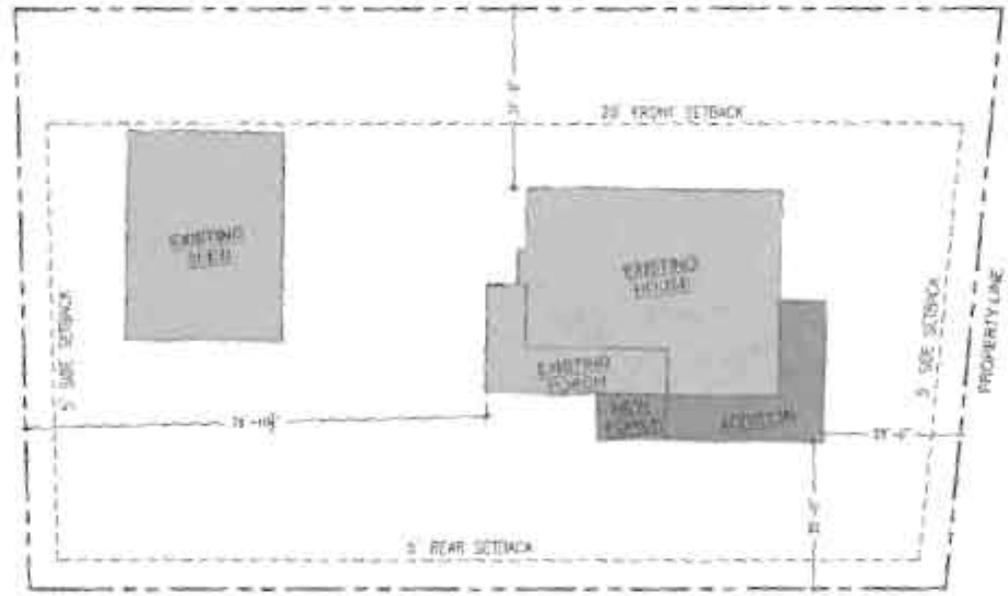
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TAL FLURRY, TAX ASSESSOR

MAP DATE: November 9, 2018



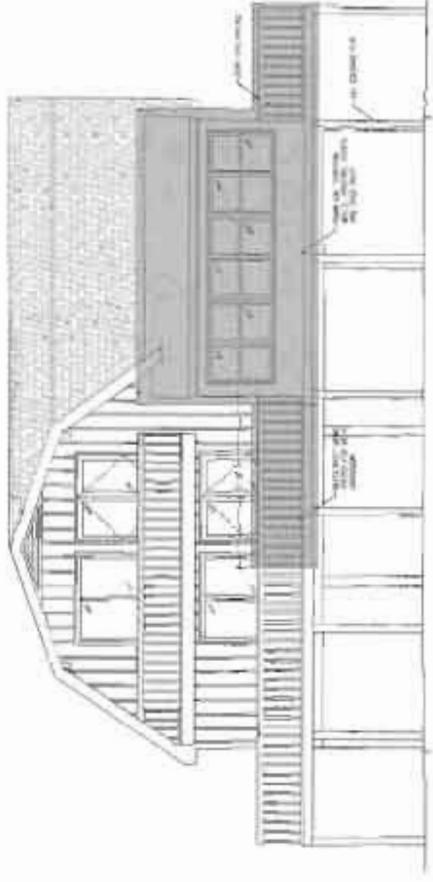
101 BAYWOOD DRIVE
ZONING: T3R

NOTE
SITE PLAN IS DIAGRAMMATIC &
BASED OFF OF INFORMATION
PROVIDED BY THE ONLINE HARRISON
COUNTY GIS MAPPING SYSTEM.



PFISTER SITE PLAN
PFISTER ADDITION TO 1/3/2016
WATERS ARCHITECTURE

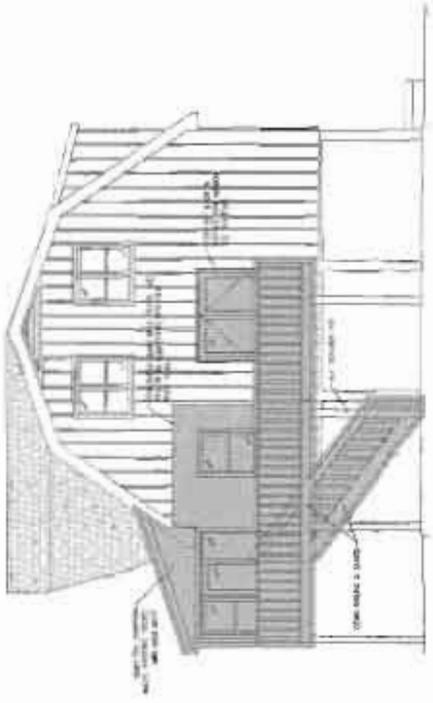
1/32" = 1'-0"



1 EXISTING FRONT ELEVATION
VIEW FROM SOUTHWEST
South/Facing Pine Capital



3 NEW FRONT ELEVATION
VIEW FROM SOUTHWEST



2 EXISTING SIDE ELEVATION
VIEW FROM WEST
East/Facing Fairway Dr



4 NEW SIDE ELEVATION
VIEW FROM WEST
Screened per code

For Staff Use Only

Check number: 1742

Receipt number: 130934

Reviewed by: QEX

For Staff Use Only

Case File #: PD-49-2016

Case Received: _____

Zoning: _____

APPLICATION
FOR
WARRANT

CITY OF PASS CHRISTIAN

- I. TYPE OF CASE: WARRANT
- II. PARCEL NUMBER: 0212P-02-064 000
(Parcel number available from Harrison County Tax Assessor at 238-865-4044)
- Lot(s) _____, Block(s) _____, and Subdivision(s) TIMBER RIDGE SHORES
(When applicable) UNIT NO 1-A
- III. LOCATION OF PROPERTY INVOLVED: _____

ADDRESS OF PROPERTY INVOLVED: 101 BAYWOOD DRIVE, TIMBER RIDGE

NEAREST CROSS STREETS: FAIRWAY DR.

IV. GENERAL DESCRIPTION OF REQUEST: Indicate Special Code requirements which cannot be met and explain. Attach any supporting materials. (Attach additional sheets as necessary.)

REQUESTING 4:12 ROOF PITCH FOR GABLE ROOF OVER PORCH
ADDITION TO NOT INTERFERE WITH BEDROOM EGRESS WINDOWS

V. OWNERSHIP AND CERTIFICATION: ON SECOND FLOOR → continued on back
I hereby certify that I have read and understand this application, and that all information and attachments are true and correct. I further certify that I agree to comply with all applicable city codes, ordinances and state laws, and that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

<u>MICHAEL & SHIRA PEISTER</u>			<u>WATTERS ARCHITECTURE</u>		
NAME OF OWNER (PRINT)		AGENT OF OWNER(S) (PRINT)		SIGNATURE OF OWNER	
<u>211 RIVERGATE DR.</u>		<u>PASS CHRISTIAN, MS</u>		<u>[Signature]</u>	
MAILING ADDRESS		AGENT'S MAILING ADDRESS		SIGNATURE OF AGENT (IF APPLICABLE)	
<u>LAFAYETTE, LA 70508</u>		<u>133 DAVIS AVE STK</u>		<u>10/28/16</u>	
CITY	STATE	ZIP	CITY	STATE	ZIP
<u>337-298-0970</u>		<u>228-276-9006</u>			
PHONE# (H)		PHONE# (W)	PHONE# (H)		PHONE# (W)

If the property or properties listed above have more than one owner, please check this box.

In the case of multiple owners, please include names and contact information for all owners. Each property owner will need to sign the application. We can only accept applications with original signatures.

For multiple owners, please select one person to act as the Spokesperson and Agent for the Applicants.

- REQUIRED ATTACHMENTS:
- A. SUPPLEMENTAL APPLICATION
 - B. LIST OF ADJACENT PROPERTY OWNERS (The Planning Department will complete this upon request.)
 - C. SITE PLAN (Include distances/dimensions, buildings, property lines, and streets, etc.)
 - D. CASH OR CHECK PAYABLE TO THE CITY OF PASS CHRISTIAN IN THE AMOUNT OF \$ _____
 - E. PROOF OF OWNERSHIP (COPY OF DEEDS)
 - F. IF APPLICABLE, PROOF OF AUTHORITY TO ACT AS AN AGENT
 - G. ONE APPLICATION SET WITH ORIGINAL SIGNATURES

ADDITION ROOF COMES OVER EXISTING ENCLOSED PORCH AND ROOF NEEDS TO TIE INTO EXISTING BARN ROOF WHICH IS NON-CONFORMING TO REQUIRED PITCHES.





STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

November 2, 2016

Sue Young
Pass Christian Police Department
525 Espy Avenue
Pass Christian, MS 39571

RE: FY 2016 Award Notification Letter

Dear Prospective State Homeland Security Grant Recipient:

This is to inform you that your jurisdiction has been selected to receive grant funds for Fiscal Year 2016. After much deliberation and reviewing of all grant proposals, your jurisdiction has been awarded (\$11,000.00). Please be advised that you will have to attend the grants workshop in order to receive your grant award and application. The grants workshop will be held on **Wednesday, November 16th @ 10:00 am** at the JSU E-Center in the E-Innovation Collaboratory. Here is the following address:

**JSU E-Center
1230 Raymond Road
Jackson, MS 39204**

Please respond by e-mail if you plan on attending the workshop at mmanuel@dps.ms.gov by **Friday, November 11, 2016**. Lunch will be provided.

If you have any questions, please contact Marsha Manuel at 601-346-1504.

Sincerely,

Marsha Manuel
Grants Director
MM:abl

P.2
11-15-16

FY18 MOHS GRANT APPLICATION
Mississippi Office of Highway Safety
 1025 North Park Drive
 Ridgeland, MS 39157
 Phone: (601)977-3700; Fax: (601)977-3701
 mohs@dps.ms.gov

1. Applicant Name: Mailing Address: Telephone: FAX: E-Mail:	2. Date:
	3. Beginning and Ending Dates: October 1, 2017 thru September 30, 2018
	4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method
	5. DUNS # -
	6. Congressional District-

7. Program Title:

8. The following funds will be proposed for FY18 funding:

A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary		(1) Federal	
(2) Fringe: (PI&E, College & Universities, State Agencies Only)		(2) State	
(3) Contractual Services		(3) Local	
(4) Travel		(4) Other	
(5) Equipment			
(6) Commodities			
(7) Indirect Costs			
TOTAL		TOTAL	

9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:

Project Identification	Proposed Countermeasures
Travel	Equipment
Commodities	Indirect Costs
Match Amounts (If Applicable)	

All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.

10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:	MOHS USE Only:
--	----------------

P-3
11-15-16

STATE OF MISSISSIPPI
COUNTY OF HARRISON

DATE OF EVENT: 12-17-16
DATE BOOKED: BOA 11-15-16
DATE DEPOSIT RECEIVED:
RENTER'S CONTACT # PD 452 3301

RENTAL AGREEMENT-CITY OF PASS CHRISTIAN/RANDOLPH CENTER

In consideration of the City of Pass Christian (hereafter "City") renting the Randolph Center (hereafter "Randolph Center") to Pass Christian PD

(Hereinafter "Renter"), City and Renter agree as follows:

DATE OF RENTAL: The Date(s) of Rental shall be from 3 (a.m. (p.m.)) until _____ (a.m. /p. m) on the 17th day of Dec, 2016.

RENTAL: Renter agrees to pay City \$ 50 on or before the 17th day of Dec, 2016, for rental of the Randolph Center.

SECURITY DEPOSIT AND CLEANING FEE: Renter shall make a deposit of \$ _____ within seven (7) days prior to any event to be held for any possible damage and clean-up of the Randolph Center.

SECURITY: Renter shall provide at least one (1) uniformed off-duty City of Pass Christian Police Officer, during the entire event, if alcohol is being served at the event. One or more officers may be required by the City in its discretion depending on the number of guests or the type and time of the event. The Renter is to secure and pay all costs directly for such security. You will need to call The Pass Christian Police Department at 228-432-3301 well in advance during regular business hours to schedule prior to the event.

MINORS: All events having minors (under the age of 21) present, e.g. dances, parties or school functions are required to have (1) uniformed off-duty City of Pass Christian Police Officer present during the entire event. An additional officer may be required depending on the number of guests or the type and time of the event. The Renter is to secure and pay all costs of such security as provided above.

PROHIBITED ACTIVITIES: Gambling, as well as any other illegal activity, in any form is strictly prohibited in and about the Randolph Center.

USE OF THE RANDOLPH CENTER: The following are general rules governing the use of the Randolph Center. Recognizing it is impossible to foresee the needs of each and every kind of event, the City reserves the right to make additions or deletions of these general rules:

Renter shall coordinate with the person designated by the City to schedule the time when the Randolph Center will be available for preparation in advance of the event.

- a) In decorating the Randolph Center, tacks, nails, staples and like materials shall not be used on wall surfaces that will damage same. Only masking tape shall be used to secure decorations and other objects to any Randolph Center surface.
- b) All tables must have an appropriate cover when food and beverages are served.
- c) All foods must be prepared in advance, unless prior approval is given by City's designee to use the kitchen to prepare food. In any event, Renter shall be responsible for cleaning the kitchen after the function.
- d) No glass bottles (soft drinks or beer) are allowed in the Randolph Center under any circumstances. (Draft beer must be in closed dispensers only).
- e) Under no circumstances shall tables, chairs or any other equipment be removed from the Randolph Center for any reason.
- f) Renter certifies he/she is at least twenty-one (21) years of age.
- g) This is a Smoke-Free Building and therefore smoking is strictly prohibited.

Violations of the Rules & Regulations pertaining to the Randolph Center will result in damage fees and use of the facility may be denied in the future.

INSPECTION: The City's representative will conduct an inspection of the premises within after the event and based upon it being returned in a satisfactory state of cleanliness and/or if damage has been done to the facility.

DAMAGE TO CENTER: Renter accepts full responsibility for any damage to the Randolph Center, occurring during the event and shall be responsible for payment of all costs of such damage based on actual costs incurred by damage.

ASSUMPTION OF RISK AND INDEMNIFICATION: As a part of the consideration, Renter agrees to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise of any and all items of personal property belonging to any person or entity using or otherwise occupying or being about the facility during any such event. Renter further agrees to indemnify and hold harmless the City, its public officials, employees, agents, and contractors, and their successors and personal representatives, from any and all claims and actions for damages of every kind and character and related expenses, whether disputed or well grounded in law or fact, including reasonable attorneys fees and costs, arising from or related to the use of the Randolph Center. If alcohol is served at any event, the City shall not be considered a host or a co-sponsor of such event.

CANCELLATION OF EVENT: In the event notice of cancellation is received less than one (1) month prior to the date of the scheduled event, the rental fee shall be forfeited. However, the deposit shall be returned to the Renter.

RENTAL PAYMENTS: All rental payments and deposits shall be made by check or money order payable to the City of Pass Christian.

WITNESS the signature of the parties, this the 15 day of Nov 2016.

CITY OF PASS CHRISTIAN

By: Dawn Sanders

Renter: Pass Christian PD

SCHEDULE OF RATES AND CONDITIONS

Monday-Friday (During Regular City Business Hours):

No Rental Fee

Non-Refundable Deposit \$50.00 (Non-profits are waived the deposit)

Monday-Friday (After Regular City Business Hours/City Holidays, Saturday, Sunday):

Rental Fee \$125.00/day

Non-Refundable deposit \$100.00

The City will have at least one employee or other representative on the premises during the event, however, this employee will have no responsibility for the supervision or management of the activities of the event. The City Clerk's office will maintain a rotating list of City employees willing to act as custodian of the facility for such events. The City Clerk's office will provide the name of such employee to the Renter at the time the event is booked.

PW-2
11-15-16



16101 S Swan Road
Gulfport, MS 39503
Phone/Fax: (228) 284-5049
Cell: (228) 216-0863

November 2, 2016

City of Pass Christian

Quote for Pipe Replacement at 600 BLK of W. North Street

Lump Sum price includes:

- Replacement of old 48 inch crossover pipe with new double barrel 48 inch pipe.
- Tie one pipe into existing catch basin or collar to old pipe stubbed out of box and the other pipe to be placed west of existing pipe and angled to the North ditch.
- Roadway maintenance with lime rock unit road is resurfaced.

LUMP SUM PRICE - \$27,500.00

Thanks,
Dustin Gartman

LONG BEACH UNDERGROUND, LLC

256 Reinike Road
Long Beach, MS 39560

Office: (228) 868-8891
Fax: (228) 868-9957

Blake T. Carroll: (228) 518-1972
Email: lbunderground14@gmail.com

November 3, 2016

City of Pass Christian

Re: quote for north street drainage improvements

500 Block
Saw cut & remove asphalt, Remove & replace 40 lf of 36" RCP , tie onto existing 36" RCP with concrete pipe collar, traffic control, maintain 6" crushed stone patch up to 2 weeks after pipe is laid. **\$16,400.00**

600 Block
Saw cut & remove asphalt, remove and replace 64 lf of 48" RCP, tie to existing RCP with concrete pipe collar, tie into existing ditch with one of the double barrel 48" RCP, traffic control, maintain 8" crushed stone patch up to 2 weeks after pipe is laid. **\$28,700.00**

Yours truly,

Blake T. Carroll
Long Beach Underground, LLC

PW-3
11-15-16

The following items are listed as Surplused are broken not repairable and was scrapped at the Public Works Department.

1994 GMC TC3 CC	TAG#273	ASSET ID #0428 SURPLUSED
COUTHERN LINC MOBIL RADIO SCRAPPED	TAG#6087	ASSET ID # 0445 BROKEN NOT REPAIRABLE
BACKHOE LOADER	TAG#272	ASSET ID#0464 SURPLUSED JUNE 8, 200
HARMONIC BALANCE PULLER SCRAPPED	TAG# 1520	ASSET ID# 0481 BROKEN NOT REPAIRABLE
CAM SPRAYER PRESSURE WASHER SCRAPPED	TAG# 261	ASSET ID # 0488 BROKEN NOT REPAIRABLE
20" WIDE SCREEN LCD COMPUTER MONITOR	TAG# 1533	ASSET ID #0497 SURPLUSED
KUBOTA TRACTOR	TAG# 31	ASSET ID #0503 SURPLUSED
22" BOOM	TAG# 1134	ASSET ID # 0520 SURPLUSED
500GB W7P PC ACER SCRAPPED	TAG#1274	ASSET ID # 0911 BROKEN NOT REPAIRABLE AND
500 GB, 4GB W7P PC WAS SCRAPPED	TAG# 1276	ASSET ID# 0913 BROKEN NOT REPAIRABLE AND

H-1
11-15-16



City of Pass Christian Harbor

115 South Market St.
PO Box 368
Pass Christian, Ms 39571
Phone 228-452-5128
Fax 228-452-5928

Willie Davis
Harbor Master

Thomas Antoine
Assistant Harbor Master

November 1, 2016

Consider approving request to evict customer:

Pleasure - # 00766

From the Pass Christian Harbor for non-payment of boat slip rental in excess of 60 days past due on pleasure if they were not paid by November 15th, 2016 at 12:00PM

Accounts will be submitted to a collection agency if not paid in full after the vessel has vacated the harbor.

Willie Davis –Harbor Master



Please make payment to:
Pass Christian Harbor
 PO Box 368
 Pass Christian, MS 39571
 (228) 452-5128

ACCOUNT NUMBER	BILL DATE	DUE DATE
HB-00766	11/11/2016	11/01/2016

D JASON SLAVEN
 1512 SECOND ST
 PASS CHRISTIAN MS 39571

AMOUNT DUE	AMOUNT ENCLOSED
\$382.78	

----- Important: Return this portion -----

----- Retain this portion for your records -----

STATEMENT

Pass Christian Harbor

PO Box 368
 Pass Christian, MS 39571
 (228) 452-5128

ACCOUNT NUMBER	BILL DATE	DUE DATE
HB-00766	11/11/2016	11/01/2016

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMT	TAX	PAYMENTS	BALANCE
08/10/2016	F-2016081694	LATE FEE	20.00	0.00	16.00-	4.00
09/01/2016	I-SEP16-2015	HARBOR	98.00	6.86	0.00	104.86
11/01/2016	I-2016110198	OCT16	128.00	8.96	0.00	136.96
11/01/2016	I-2016110198	NOV16	128.00	8.96	0.00	136.96

SLIP #: P-408 TILLOU
 SLIP #:

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL DUE	
273.92	0.00	108.86	0.00	0.00		382.78



*City of Pass Christian
Harbor*

*PO Drawer 368
Pass Christian, MS 39571
Phone (228) 452-5128
Fax (228) 452-5928*

*Willie Davis,
Harbor Master*

*Thomas Antoine,
Assistant Harbor Master*

November 1st, 2016

Delinquent Notice!

Your account is seriously past due and must be paid in full by **November 15th, 2016 at 12:00PM** or a request will be submitted to the Board of Alderman on **November 15th, 2016** to have your boat removed and the balance sent to a Collection Agency where they will add a 25% fee to the total balance.

CITY OF PASS CHRISTIAN MEETING OF THE MAYOR AND BOARD OF ALDERMEN WILL BE HELD November 15th, 2016 AT 6:00 P.M. IN THE CITY COURT BUILDING.

Thank you,

Willie Davis – City of Pass Christian Harbor Master

R-1
11-15-16

Dawn Sanders

From: Bret Bentz [bbentz@ci.pass-christian.ms.us]
Sent: Tuesday, November 08, 2016 10:07 AM
To: 'Dawn Sanders'
Subject: Inventory

Hey Mrs. Dawn, good morning. This is a list of items to be listed before the board for inventory at the next agenda meeting. Thanks so much. Any questions call me. Hopefully I did this correctly!

Asset Id: 0803 2007 Field Line Marker
Tag # 330
Description: Trashed

Asset Id: 0805 2 Wheel Dry Line Marker (Baseball)
Tag # 1724
Description: Broken

Asset Id: 0811 144 Football Helmets
Tag # 1604-1708
Description: Re-Condition

Asset Id: 0814 15 Football Pants out of 25 (Keep extra for hardship applicants if wearable)
Tag # (Not Given)
Description: Surplus

Asset Id: 1350 8 Cheerleading Uniforms
Tag# 3510
Description: Surplus

BEAUTIFICATION DEPARTMENT ASSET REMOVAL LIST FOR BOA APPROVAL

1. Asset ID: 000000070; Tag Number 1381; WEED EATER; Action Required Remove from Inventory No Longer in service; Purchased 7/21/2011.
2. Asset ID: 000000071; Tag Number: 1382; WEED EATER; Action Required Remove from Inventory No Longer in service; Purchased 7/21/2011.
3. Asset ID: 000000423; Tag Number: 264; Remove from Inventory sent to Auction.
4. Asset ID: 000000447; Tag Number: 1503; SOUTHERN LINC MOBIL RADIO; Action Required Remove from Inventory replaced with newer model.
5. Asset ID: 000000452; Tag Number: 232; Serial # 05016915 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
6. Asset ID: 000000453; Tag Number: 234; Serial # 05016936 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
7. Asset ID: 000000463; Tag Number: 231; Serial # 05016930 Chain Saw; Action Required Remove from Inventory was approved for disposal last year's agenda.
8. Asset ID: 000000506; Tag Number: 38; Serial # 272117042; Edger; Action Required Remove from Inventory not found; Purchased 7/21/2011.
9. Asset ID: 000000507; Tag Number: 40; Serial # 273831309; Blower-Black; Action Required Remove from Inventory not found; Purchased 12/05/2007.
10. Asset ID: 000000508; Tag Number: 39; Serial # 273831320; Blower-Black; Action Required Remove from Inventory not found; Purchased 12/05/2007.
11. Asset ID: 000000509; Tag Number: 41; Serial # 272873391; Weed Eater; Action Required Remove from Inventory not found; Purchased 12/05/2007.
12. Asset ID: 000000510; Tag Number: 42; Serial # 272873382; Weed Eater; Action Required Remove from Inventory not found; Purchased 12/05/2007.
13. Asset ID: 000000521; Tag Number: 847; Serial # 1A270027168; Troy Bilt Weed Eater; Action Required Remove from Inventory already surplus; Purchased 4/13/2010.
14. Asset ID: 000000574; Tag Number: 1430; Serial # 287674404; Weed Eater; Action Required Remove from Inventory not found; Purchased 5/31/2006.
15. Asset ID: 000000577; Tag Number: 1544; Serial # 111312M002651; Murray Lawn Mower; Action Required Remove from Inventory Disposed of Motor had Bent Shaft; Purchased 5/14/2013.
16. Asset ID: 000000580; Tag Number: 192; Serial # 575712004329; Echo Handheld Edger; Action Required Remove from Inventory not worth repairing needs to be trashed; Purchased 1/16/2008.
17. Asset ID: 000000582; Tag Number: 1546; Serial # 11A-546B729253-862; Push Lawnmower; Action Required Remove from Inventory already Disposed of; Purchased 5/14/2013.
18. Asset ID: 000000596; Tag Number: 1548; Serial # 364PPJ01L9; Cell Phone; Action Required Remove from Inventory replaced with Smart Phone; Purchased 10/1/2013.
19. Asset ID: 000000597; Tag Number: 1549; Serial # 364PPJ0D2D; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 11/15/2013.
20. Asset ID: 000000598; Tag Number: 1551; Serial # 364PPJ0DSN; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 10/1/2013.

BEAUTIFICATION DEPARTMENT ASSET REMOVAL LIST CONTINUED FOR BOA APPROVAL

21. Asset ID: 000000599; Tag Number: 1550; Serial # 364PPJ0JPS; Walkie Talkie; Action Required Remove from Inventory upgraded to Newer Model; Purchased 10/1/2013.
22. Asset ID: 000000908; Tag Number: 243; Serial # 6 Units Other Equipment; 550 Gallon Fuel Tanks Located at 401 Espy Avenue; Action Required Remove from Inventory would like to Sell as Surplus or Transfer to Public Works; Purchased 5/16/2006.
23. Asset ID: 000000910; Tag Number: 1788; Serial # 000; VHF 3 DB Antenna Located at 401 Espy Avenue; Action Required Remove from Inventory would like to Sell as Surplus or Transfer to Public Works; Purchased 2/28/2008.
24. Asset ID: 000001105; Tag Number: 01830; Serial # N/A; Motorola Cell Phone Loaner; Action Required Remove from Inventory already surplus; Purchased 4/1/2015.
25. Asset ID: 000001230; Tag Number: 1858; Serial # 6-Other Equipment; Air Hose; Action Required Remove from Inventory this Item Burst and has been Replace with New; Purchased 7/1/2009.
26. Asset ID: 000001238; Tag Number: 1852; Serial # 1C156141228; Push Mower 6.75 MTD; Action Required Remove from Inventory this Item has been Disposed of; Purchased 7/1/2009.
27. Asset ID: 000001248; Tag Number: 1842; Serial # 371058; Makita Drill; Action Required Remove from Inventory this Item is not Repairable needs to be Trashed; Purchased 7/1/2009.

REAL WORLD TRAINING SERIES

CA-1
11-15-16

O'Reilly FIRST CALL

DEDICATED TO THE PROFESSIONAL

DEDICATED TO THE PROFESSIONAL SINCE 1957



**100% SATISFACTION GUARANTEED
FIX MORE CARS IN LESS TIME**

INCREASE YOUR KNOWLEDGE • LEARN NEW TECHNIQUES • SHARPEN YOUR SKILLS • EXPAND YOUR PROFITS

Whole Vehicle Diagnostics – Diagnosing the Rest of the Vehicle

In order to serve their customers well, today's technicians need to be ready to deal with any problem that comes to the shop. The customer only knows that the vehicle doesn't feel right, drive right, or there is a light on. It is up to the technician to identify which system is causing the fault and affect a repair. It could be a transmission shift concern, an ABS fault, or a simple misfire. Technicians need to be ready and have a diagnostic plan. We will explore each topic as we work through real world case studies from the field.

Attend this class to learn to diagnose:

- ABS, traction, or stability control faults
- Drivability concerns
- HVAC control mode issues
- Transmission issues
- Electric Power Steering
- TPMS issues

CLASS INFORMATION:

INSTRUCTOR:
Wayne Bishop

DATE:
Tuesday, November 15, 2016
6:00 pm – 10:00 pm

(Meal served at 5:30 pm)

LOCATION:
Dickey's BBQ
11240 US 49
Gulfport, MS 395037

CONTACT:
TSM236 Bryan Sample
@ 228-861-1939

LINE CODE:
TEC

PART #:
GULFPORTE

Cost is \$94.95 per tech

WWW.FIRSTCALLONLINE.COM

CA-2
11-15-16

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF PASS CHRISTIAN

OATH OF OFFICE

I, Kimbro Estes III, do solemnly swear (or affirm) that I will faithfully support and true allegiance bear the Constitution of the United States and the Constitution of the State of Mississippi and obey the laws thereof; that I am not disqualified from holding the office/position of Police Officer; by the Constitution of the United States, and the State of Mississippi; that I will support and obey the laws, ordinances and resolutions of the City of Pass Christian, and that I will faithfully discharge the duties of the office upon which I am about to enter, So help me God.

[Signature]
Signature

Sworn and subscribed before me, Barry Smith, Notary Public, on this the 3rd day of November, 2016

[Signature]
Notary Public



CA-3
11-15-16

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF PASS CHRISTIAN

OATH OF OFFICE

I, Kandice Clayton, do solemnly swear (or affirm) that I will faithfully support and true allegiance bear the Constitution of the United States and the Constitution of the State of Mississippi and obey the laws thereof; that I am not disqualified from holding the office/position of Police Officer; by the Constitution of the United States, and the State of Mississippi; that I will support and obey the laws, ordinances and resolutions of the City of Pass Christian, and that I will faithfully discharge the duties of the office upon which I am about to enter, So help me God.

Kandice Clayton
Signature

Sworn and subscribed before me, Michael Burkett, Notary Public, on this the 7 day of November, 2016.

[Signature]
Notary Public



CA 4
11-15-16



BASIC LAW ENFORCEMENT CLASS

Tuition: \$3,600

Application deadline is 30 days prior to the start of class. If an officer is planning on taking one of the pre-entrance PT tests, we **must have the entire ORIGINAL APPLICATION (pages 1-8), to include the signed physical with EKG**, prior to the PT test.

All correspondence should be sent to: *Jan 6th 2017 / Mar 24th*

Harrison County Law Enforcement Training Academy
1400 Leggett Dr.
Biloxi, MS 39530

All application packets should include:

- ORIGINAL** application and one copy
- Copy of High School Education (Diploma/GED) or College Diploma
- Copy of Criminal History/NCIC printout
- Verify physician information on page five is complete - questions 11-14 should be "No" and question 15 should be "Yes"
- Copy of EKG results of **must be included on page four**
- Recent photograph of officer, Front facing photo. **MUST BE ORIGINAL PHOTO, NO photo copies**
- Proof of medical insurance (worker's comp and major medical)
- Current First Aid/CPR card (copy of card)

If you have any questions, need further information or assistance, please call the academy at -

Office: (228)435-3165

Email: academy@harrisoncountysheriff.com

Harrison County Law Enforcement Training Academy

Basic Law Enforcement Training Class

General Information

- Payment by check, money order, or agency purchase order is due one week prior to the beginning of class. The tuition of \$3,600 will be refunded in a prorated amount should an officer not complete the entire course (failure will not result in a refund).
- Payment should be made payable to: Mississippi Gulf Coast Community College, please note in memo line "Academy Tuition"
- Please make sure the application is completed in full; signatures are required in several places. Verify the physician, officer/student and the agency head have signed in each space as indicated. Unless there is a completed physical assessment and approval by a physician, the applicant will not be admitted to the academy and cannot participate in any physical fitness pre-test.
- Applicants have two opportunities to participate in a physical fitness pre-test on dates and times to be announced. This pre-test is not mandatory; however an applicant who does not participate in a pre-test must successfully pass a physical fitness assessment immediately upon reporting to the academy. This leaves no room for error – an officer who cannot meet the required State Board of Minimum Standards of 50% for physical fitness, will be not be admitted and sent back to their agency/home.
- The State Board of Minimum Standards does not require Taser certification during the training academy class; however any agency that would like their cadet certified on the *TASER X-26* Electronic Control Device, the Harrison County Law Enforcement Training Academy can provide this certification. The cadet's agency *must provide* the taser cartridges needed for each cadet being certified. The cadet will bring the cartridges with them when they report on the first day to the academy. The cartridges will be labeled with the cadets' name and secured by an academy staff member until the taser certification is conducted. If you have any questions on taser certifications please contact the Academy.
If you want your cadets certified please provide the following taser cartridges:
 - 3 cartridges per cadet – *TASER X-26*, minimum 15' length
- Please respond to the Academy with the following information:
 - Caliber of sidearm (Academy will provide ammunition for firearms training)

CA-5
11-15-16

APPLICATION FOR PAYMENT NO. 3 (Final)

TO: City of Pass Christian (OWNER)
 Contract for: Sewer Point Repair - 572 West Royal Oak Drive Dated: 8/29/2016

OWNER'S Project No.: _____ ENGINEER'S Project No.: 794
 For work accomplished through the date of: 9/15/2016
 CURRENT CONTRACT AMOUNT: \$18,217.65

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$18,217.65
STORED MATERIALS					\$0.00
TOTAL	\$18,217.65				\$18,217.65
(Orig. Contract)	\$28,508.06				
CO 1	(\$10,290.41)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 18,217.65
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 18,217.65
_____	LESS PREVIOUS PAYMENTS	\$ 17,306.77
_____	AMOUNT DUE THIS APPLICATION	\$ 910.88

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 3 (Final) inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 10/28, 2016

DNA Underground, LLC.
 136 Asnard St.
 Pass Christian, MS 39571

 CONTRACTOR

By: Michelle D. Selman

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 11-7, 2016

A. GARNER RUSSELL & ASSOCIATES, INC.

ENGINEER

By: Robert A. Gisher

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
5-A	Provide, install, operate, monitor and remove a bypass sewage pumping system adequate to prevent sewer	1 LB	\$6,225.00	\$6,225.00	100%	\$6,225.00		\$0.00	100%	\$6,225.00
5-B	Provide, install, operate and remove a well point system to dewater the excavation area	1 LB	\$6,225.00	\$6,225.00	100%	\$6,225.00		\$0.00	100%	\$6,225.00
5-C	Excavate and repair the existing 8" gravity sewer with SDR 26 PVC sewer pipe of the same size (Includes replacing up to 30 ft of pipe, if necessary)	1 LB	\$3,112.50	\$3,112.50	100.00%	\$3,112.50		\$0.00	100%	\$3,112.50
5-D	Replace additional 6" gravity sewer in excess of 30 ft	0 LF	\$93.36	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00
20-A	Pipe Foundation Material (Compacted and Tested) - Plan Measure	12 CY	\$30.00	\$360.00	12.00	\$360.00		\$0.00	12.00	\$360.00
20-B	Select Sandy Backfill (Compacted and Tested) - Plan Measure	0 CY	\$22.41	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00
22-A	Place 6" compacted limestone road base (includes compaction and testing to 95% modified Proctor density)	8 SY	\$24.90	\$199.20	8.00	\$199.20		\$0.00	8.00	\$199.20
22-B	Remove and replace 4.0" compacted asphalt base course (10.0 mm mix) placed in two lifts - Field Measure	0 SY	\$62.25	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00
22-C	Remove and replace 2.0" compacted asphalt surface course (9.5 mm mix) - Field Measure	0 SY	\$82.25	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00
22-D	Remove and replace concrete rollover curb - Field	45 LF	\$31.91	\$1,408.95	45.00	\$1,408.95		\$0.00	45.00	\$1,408.95
22-E	Remove and replace concrete driveway - Field Measure	0 SY	\$49.90	\$0.00	0.00	\$0.00		\$0.00	0.00	\$0.00
22-F	Grind Sod (Compacted or St. Augustine) - Field Measure	150 SY	\$4.98	\$747.00	150.00	\$747.00		\$0.00	150.00	\$747.00
Total Bid				\$18,217.65			\$18,217.65	\$0.00		\$18,217.65

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner)

City of Pass Christian
PO Box 368
Pass Christian, MS 39571

ENGINEER'S PROJECT NO. _____

CONTRACT FOR: Entire Project

CONTRACT DATE: 8/29/2016

PROJECT: Sewer Point Repair 572 West Royal Oak Drive

State of: Mississippi

County of: Harrison

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory to Owner for each exception.)

None

CONTRACTOR: DNA Underground, LLC

(Address) 136 Asnard Street

Pass Christian, MS 39571

Michele Steubam

Subscribed and sworn to before me this 28 day of October, 2016.



Lisa Marie Brouillette
May 21, 2019

CA-6
11-15-16

Dawn Sanders

From: Sue Young [syoun@ci.pass-christian.ms.us]
Sent: Wednesday, November 09, 2016 2:40 PM
To: 'Dawn Sanders'
Subject: Backup on Training



Apply for Training

If your application is accepted you will receive a confirmation email.



**U.S. Department of Justice
United States Attorney
Southern District of Mississippi**

FREE TRAINING

Sponsored by Biloxi Police Department, Harrison County Sheriff's Department, Gulfport Police Department & D'Iberville

Radicalization, Ideology & Terrorism in the Middle East

Thursday, November 17, 2016

Sign-in: 7:30 a.m. - 8:00 a.m. - Training: 8:00 a.m. - 1:00 p.m.
Biloxi, MS

Radicalization, Ideology & Terrorism in the Middle East

Presented by: Ghada Wahdan

Ms. Wahdan is a Counterterrorism Intelligence Analyst for the Colorado Information Analysis Center (CIAC), and a subject matter expert on International Terrorism.

APPLICANT *

First Name *
Last Name *
Business/Title/Phone *

AGENCY / ORGANIZATION

Agency/Organization Name *
AGENCY / ORGANIZATION TYPE *
 Federal State Local Other
Address *



FREE TRAINING

RADICALIZATION, IDEOLOGYY & TERRORISM IN THE MIDDLE EAST

NOVEMBER 17 2016

BILOXIS CIVIC CENTER

578 HOWARD AVE BILOXI, MS.

This training is being hosted by the Biloxi, Gulfport, D'Iberville Police Department and the Harrison County Sheriff's Office. Questions should be directed to Sgt. Carl Shot or Chris Keckler, Biloxi PD, [228-702-3185](tel:228-702-3185).

If you are interested in attending, go to the link listed below for registration information. Once received, you will be sent a confirmation to attend.

<https://usaomsstraining.org/TerrorismRadicalization11172016>

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