

CITY OF PASS CHRISTIAN  
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
JULY 25, 2025 9:00 A.M.

1. Roll Call

*ADMINISTRATIVE*

1. Consider approving Consultant Agreement between the City of Pass Christian and Urban Development Toolbox, LLC. for professional service to re-apply for the Gulf Coast Restoration Grant for the downtown development area and adopt the Resolution by the City of Pass Christian regarding the Gulf Coast Restoration Program application, as requested by Mayor Kenny Torgeson. A-1.

*COMMUNITY DEVELOPMENT*

1. Consider hearing a report from Billy J. Dauphin, CCEO, Director of Community Development/Pass Christian Code Office, on the current status of the residence at 105 Palm Avenue, Ward 1 Pass Christian. The intent is to gather as much information as possible, and with that information, then provide the code office with any and all necessary/legal approvals for the City to move forward on the path for a resolution to this situation, as requested by Alderman Barry Dreyfus.

## Engagement Agreement for Professional Services

**THIS AGREEMENT** made and entered into this 16th day of January, 2025, by and between the City of Pass Christian, Mississippi (**hereinafter referred to as "the City"**), and Urban Development Toolbox, LLC, a Limited Liability Corporation in the State of Mississippi (**hereinafter referred to as "the Consultant"**), who agree and contract as follows:

### WITNESSETH THAT:

WHEREAS, the Mayor and Aldermen of the City of Pass Christian desire to improve and encourage the redevelopment of the City's main commercial areas, including but not limited to, the downtown commercial areas along Davis Avenue, Scenic Drive, East 2<sup>nd</sup> Street, and Henderson Avenue and the Pass Christian waterfront and harbor areas on Highway 90 in Pass Christian, Mississippi; and

WHEREAS, said redevelopment of areas will be accomplished in phases and will require acquisition of properties for development, and redevelopment in connection with private enterprise, demolition and removal of structures, removal of other blighting influences and infrastructure improvements, and acquisition of public and private funding all of which shall be accomplished for a public purpose and for the benefit of the public; and

WHEREAS, the City desires to engage Urban Development Toolbox, LLC (the Consultant) to render certain technical and professional services hereinafter described in connection with economic development within the City and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant. The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's redevelopment of the City's main commercial areas, including but not limited to, the downtown commercial areas along Davis Avenue, Scenic Drive, East 2<sup>nd</sup> Street, and Henderson Avenue and the Pass Christian waterfront and harbor areas on Highway 90 in Pass Christian, Mississippi.
2. Scope of Services. The Consultant agrees to satisfactory render and provide services hereinafter for such work as will later be mutually agree upon by the Consultant and the City.
3. Disposition of Work Materials. All contract documents and similar work materials prepared by the Consultant in implementing the scope of services shall be the property of the City.
4. Period of Performance. The services provided under this Agreement by the Consultant shall start upon execution of this agreement and shall be completed no later than December 31, 2025, unless the parties herein agree in writing to renew this agreement.

5. Personnel. The Consultant represents that he has, or will secure, at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.
6. Termination of Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished to the Consultant at least ten (10) days before the effective date of termination. In that event, all finished or unfinished documents and other materials, at the option of the City become its property. If the Consultant is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the date of termination.
7. Termination for Convenience of Consultant. The Consultant may terminate this Agreement at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished to the City at least ten (10) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the City. In the event of termination for convenience by Consultant, all payments, up to the date of termination, shall be forfeited to the City and any obligation by City to Consultant shall be terminated.
8. Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.
9. Changes. The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Agreement.
10. Compensation Due to Consultant. The City agrees to pay and the Consultant agrees to perform the services referred to in paragraph one for the amounts and at such times as outlined below:

The Consultant will perform the scope of work outlined above at the following rates:

Urban Renewal Consultant

\$200.00 per hour

The Consultant shall be paid expenses to be charged to the project which may include such items as meals, lodging, telephone, fax, and mapping and shall be charged at actual cost, which expenses will be approved in advance by the City's representative. In the event Consultant chooses to employ other subconsultants the City must approve same.

11. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age or disability. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age, or disability.
  - A. Section 504 Handicapped: The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.
12. Interest of Members of the City and Others. No officer, member, employee of the City, and no member of its governing body, the locality or localities in which the Project is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or execution of the Project, shall participate in any decision relating to this Agreement which affects his/her personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
13. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement, which the City requests to be kept confidential, shall not be made available to any individual or organization by the consultant without prior written approval of the City.
16. Officials Not to Benefit. No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise there from. The Consultant is advised that no member, officer, or employee of the local public body or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public officials of such locality or localities who exercises any functions or responsibilities with respect to the Project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the Project.
17. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof, will be decided by a court of competent jurisdiction within the State in which the City is located.
18. City's Responsibilities. The City shall provide full information to the Consultant as to his requirements for the Project; provide such legal, accounting, independent costs estimating and insurance counseling services as may be required.
19. Successors and Assigns. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other part to this Agreement and to the partners, successors, administrators, and assigns, or such party, in respect to all covenants of this Agreement, to the extent as allowed by law. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultants.
20. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi, and all obligations of the parties created hereunder are performable in the City. In case one or more of the provisions in respect, such invalidity, illegality, or non-enforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented-to in writing by both parties.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement  
this the \_\_\_\_\_ day of July, 2025.

Urban Development Toolbox, LLC

BY: \_\_\_\_\_  
Laurence E. Leyens, Member

City of Pass Christian, Mississippi

BY: \_\_\_\_\_  
Kenny Torgeson, Mayor

ATTEST:

\_\_\_\_\_  
Marian Governor, City Clerk

**A RESOLUTION BY THE  
CITY OF PASS CHRISTIAN  
REGARDING THE  
GULF COAST RESTORATION PROGRAM**

WHEREAS, the Mississippi Development Authority (MDA) is soliciting applications for Grants under the Gulf Coast Restoration Program for eligible projects for economic activities to be funded in the year 2026, and

WHEREAS, the City of Pass Christian desires to submit an application for various projects under the City's Downtown Urban Renewal Program; and

WHEREAS, the City of Pass Christian acknowledges that the City must provide a match of at least 20% of the total project costs with non-state funds and excluding In-Kind Services to receive such Grant Funding, and

NOW, THEREFORE, BE IT RESOLVED, that the City of Pass Christian authorizes Laurence Leyens of Urban Development Toolbox, to prepare and submit a timely application on behalf of the City of Pass Christian to the MDA for the Gulf Coast Restoration Program and the governing authorities of the City do commit to provide a match of at least 20% of the total project costs with Non-State funds and excluding In-Kind Services to receive such Grant Funding. That Laurence Leyens of Urban Development Toolbox and the Mayor and City Clerk are further authorized to execute such other Grant and/or related documents and to perform such other acts as shall be reasonable and necessary to accomplish these purposes.

SO ORDERED this the 25th day of July, 2025.

CITY OF PASS CHRISTIAN

By: \_\_\_\_\_  
Mayor Kenny Torgeson

Alderman \_\_\_\_\_ moved for the adoption of the Resolution and Alderman \_\_\_\_\_ seconded the motion to adopt the foregoing resolution and order, and the question being put to vote by the Mayor, the result was as follows:

ALDERMAN Dreyfus  
ALDERMAN Piernas  
ALDERMAN Kimball  
ALDERMAN Federico  
ALDERMAN Pickich

VOTED \_\_\_\_\_  
VOTED \_\_\_\_\_  
VOTED \_\_\_\_\_  
VOTED \_\_\_\_\_  
VOTED \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Kenny Torgeson, Mayor

ATTEST: \_\_\_\_\_  
Marian Governor, City Clerk