

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 18, 2011, AT 6:00 P. M.  
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, October 18, 2011, at 6:00 p.m. Mayor Maxwell called the meeting to order with the following officials present:

Mayor Robert H. Maxwell  
Councilman Joe Abston  
Councilman Frank Corder  
Councilman Jim Milstead  
Councilman Robert Stallworth, Sr.  
Councilman Harold Tillman, Jr.  
Councilman George L. Wolverton, Sr.

City Manager Joe Huffman  
City Attorney Eddie Williams  
Asst. City Clerk Brenda Reed  
City Clerk/Comptroller Robert J. Parker

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Mayor Maxwell welcomed everyone to the meeting. Councilman Corder then gave the invocation and the pledge of allegiance was recited before the commencing of business.

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Ronnie Flint addressed the Council on behalf of the Pascagoula High School Class of 1967. Mr. Flint requested approval of an alcohol permit application for the class reunion which will be held on May 26, 2012, at the Pascagoula Senior Center. Police Chief Kenny Johnson recommended having two security officers present at the event. Eddie Williams, City Attorney, recommended a waiver of Rule No. 7 regarding liability insurance coverage and Rule No. 14 regarding any additional deposit for the permit since a deposit is required for the rental of the facility.

Councilman Stallworth made a motion to approve the alcohol permit application for the Pascagoula High School Class of 1967 as requested by Ronnie Flint. The motion was seconded by Councilman Corder.

After further discussion, Councilman Stallworth amended his motion to approve the alcohol permit application request of Pascagoula High School Class of 1967 as presented by Ronnie Flint for the consumption of alcohol at the Pascagoula Senior Center for their class reunion which will be held on May 26, 2012; with respect to Rule No. 8 – enforce requirement to have two security officers present at all times during the event; and waive the following requirements of the Rules and Regulations for the Sale, Consumption or Possession of Alcohol on City Property:

Rule No. 7 – with respect to the requirement to have liability insurance.

Rule No. 14 – as to any additional deposit for this permit since a deposit is required for the rental of the facility.

The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “NAY”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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

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(Mayor Maxwell left the meeting at 6:05 p.m.)

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The minutes of the Planning Board meeting of October 12, 2011, are spread on the minutes as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD  
WEDNESDAY, OCTOBER 12, 2011, AT 6:00 PM  
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a Regular Meeting on Wednesday, October 12, 2011, at 6:00 P. M.

**The following official(s) were present:**

Wesley Smith (Chairman)  
Joseph Odom  
Etienne Melcher  
Charles Busby  
Linda Tillman  
Mike Gilly

**Official(s) not present:**

Stephen “Matt” Parker (Vice Chairman)

**Other officials present:**

Eddie Williams, City Attorney  
Angelia Kimbrough, Administrative Assistant  
Jaci Turner, Program Manager  
Mark Savasta, Building Inspector

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**A. PUBLIC HEARINGS:**

**1. City of Pascagoula**

**2703 Denny Ave.** The property is zoned Regional Commercial. The request is for the Final Plat Plan Approval for Lafont Inn Subdivision.

Jaci Turner was present to make the request. The Staff's recommendation was to "**Approve**" the request subject to non-substantive editing to be completed prior to the Council meeting. After hearing the staff's recommendation, and there being no protest, a motion was made by Charles Busby to "APPROVE" the application subject to non-substantive changes to be made prior to the City Council meeting. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE", Mike Gilly "AYE", Wesley Smith "AYE", Charles Busby "AYE", Joseph Odom "AYE", Etienne Melcher "AYE", Stephen Parker "ABSENT".

The application will go to the City Council with the recommendation to "**APPROVE**".

There being no further discussion the meeting was adjourned at 6:04p.m.

**COUNCIL ACTION:**

Councilman Corder made a motion to "APPROVE" the request for the final plat plan for the Lafont Inn Subdivision as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "ABSENT". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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(Mayor Maxwell returned to the meeting at 6:07 p.m.)

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**The consent agenda was considered at this time.**

The first items for consideration were minutes of the regular Council meeting of October 4, 2011, and the recessed meeting of October 17, 2011, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to approve and adopt the minutes of the regular Council meeting of October 4, 2011, and the recessed meeting of October 17, 2011, as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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Minutes of the Recreation Commission meeting of October 5, 2011, were acknowledged by the Council.

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Minutes of the Main Street Board meeting and Joint Committees meeting of August 29, 2011, were acknowledged by the Council.

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Minutes of the Pascagoula Redevelopment Authority meetings of September 8 and 13, 2011, were acknowledged by the Council.

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The next item for consideration was advertising the resources of the City through the Gulf Coast Council of Garden Clubs for the 60<sup>th</sup> Annual Spring Pilgrimage 2012 “Diamond Jubilee” for \$250.00 as recommended by Eddie Williams, City Attorney.

Councilman Stallworth made a motion to approve advertising the resources of the City through the Gulf Coast Council of Garden Clubs for the 60<sup>th</sup> Annual Spring Pilgrimage 2012 “Diamond Jubilee” for \$250.00 as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a request for permission to place an 18” by 54” horizontal banner stating “13 Mississippians Die Every Day from Smoking” and 13 fake tombstones (for visual effects) on the corner of Highway 90 and Pascagoula Street as recommended by Rebecca Davis, Main Street Director. They will be displayed for one day, November 17, 2011, to promote the Great American Smokeout.

Councilman Stallworth made a motion to approve the request to place an 18” by 54” horizontal banner stating “13 Mississippians Die Every Day from Smoking” and 13 fake tombstones (for visual effects) on the corner of Highway 90 and Pascagoula Street as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise the Christmas parade on December 3, 2011, at 6:00 p.m. as recommended by Rebecca Davis, Main Street Director.

Councilman Stallworth made a motion to approve the request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise the Christmas parade on December 3, 2011, at 6:00 p.m. as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder

“AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.  
(Approved 10-18-11)

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The next item for consideration was a request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise Downtown for the Holidays to be held on Friday, December 2, 2011, from 5:00 p.m. to 9:00 p.m. as recommended by Rebecca Davis, Main Street Director.

Councilman Stallworth made a motion to approve the request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise Downtown for the Holidays to be held on Friday, December 2, 2011, from 5:00 p.m. to 9:00 p.m. as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise the Krebs Cemetery tour on October 27, 2011, from 5:30 p.m. to 8:00 p.m. at Krebs Cemetery on Hickory Street as recommended by Rebecca Davis, Main Street Director.

Councilman Stallworth made a motion to approve the request to hang a banner at the corner of Highway 90 and Pascagoula Street to advertise the Krebs Cemetery tour on October 27, 2011, from 5:30 p.m. to 8:00 p.m. at Krebs Cemetery on Hickory Street as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a request to hang a banner advertising Toys for Tots during the annual Downtown for the Holidays event to be placed at the corner of Highway 90 and Pascagoula Street beside the welcome sign as recommended by Rebecca Davis, Main Street Director. The event will be held on Friday, December 2, 2011, from 5:00 p.m. – 9:00 p.m. The annual drop off location will be at the law office of Heidelberg, Steinberger, Colmer & Burrow.

Councilman Stallworth made a motion to approve the request to hang a banner at the corner of Highway 90 and Pascagoula Street beside the welcome sign to advertise Toys for Tots during the annual Downtown for the Holidays event as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a request to place Haunted House signs (political size) two weeks prior to the event at several locations in Pascagoula as recommended by Rebecca Davis, Main Street Director. The locations are corners of Market Street and Highway 90, Pascagoula Street and Highway 90, Ingalls Avenue & Belair Street, the Pascagoula Recreation Center, and Walmart. The Haunted House event will be from October 28-31, 2011, from 6:00 – 10:00 p.m.

Councilman Stallworth made a motion to approve placing Haunted House signs (political size) two weeks prior to the event at several locations in Pascagoula as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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Next for consideration was a request for a contract extension of the Services Agreement for Miscellaneous Utility Repairs with Graham Construction Co., Inc., Escatawpa, MS, as recommended by Steve Mitchell, Operations Manager. The contract would be effective December 17, 2011, through December 16, 2012.

Councilman Stallworth made a motion to approve the contract extension of the Services Agreement for Miscellaneous Utility Repairs with Graham Construction Co., Inc. as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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

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The next item for consideration was the purchase of a new solid waste grapple for the Transfer Station from Mack Manufacturing, Inc., Theodore, AL, for \$42,049.00 as recommended by David Groves, Environmental Compliance Officer. This company was the lowest and best quote we received for the equipment.

Councilman Stallworth made a motion to approve the purchase of a new solid waste grapple for the Transfer Station from Mack Manufacturing, Inc. for \$42,049.00 as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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

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The next item for consideration was approval of the Municipal Compliance Questionnaire for the period beginning October 1, 2010, and ending September 30, 2011, as recommended by Bobby Parker, City Clerk/Comptroller.

Councilman Stallworth made a motion to approve the Municipal Compliance Questionnaire for fiscal year ending September 30, 2011, as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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The next item for consideration was the renewal of the C Spire Wireless Contract (State of Mississippi Wireless Contract # 3489) as recommended by Stephen Newell, MIS Director. There is no significant change in pricing. This is a two-year agreement. The supplemental agreement is spread on the minutes as follows:

**GOVERNING AUTHORITY  
SUPPLEMENT TO  
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT  
AGREEMENT  
BETWEEN  
CELLULAR SOUTH, INC.  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157, the provider of C Spire Wireless service (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211-6381 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of City of Pascagoula having its principal place of business at 603 Watts Avenue, Pascagoula, Mississippi 39567 (hereinafter referred to as "Governing Authority").

**WHEREAS**, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

**WHEREAS**, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

**WHEREAS**, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

**WHEREAS**, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will terminate. Contractor will cease providing Governing Authority with Services and Products unless the parties agree to and execute a new agreement for the provision of Services and Products.
- 2) Governing Authority acknowledges and agrees that Governing Authority has been provided a special rate on the purchase of wireless Products and Services under this Supplement. Therefore, Governing Authority agrees that failure to maintain Service with Contractor for the Supplement Term shall result in an Early Termination Charge in addition to any other contractual damages caused by such termination. There are two (2) types of Early Termination Charges: (a) one for terminating data Services prior to the end of the Supplement Term; and (b) one for deactivating a wireless device/Product or Services prior to the end of the Supplement Term. Each Early Termination Charge is equal to One Hundred and Eighty Dollars (\$180.00). By way of example only, if Governing Authority purchases a wireless device with data Services (i.e. a Blackberry), then both Early Termination Charges apply and the maximum total Early Termination Charge is Three Hundred and Sixty Dollars (\$360.00) for that device/data Service. If Governing Authority purchases a wireless device with voice Services but no data Services, then the maximum total Early Termination Charge is One Hundred and Eighty Dollars (\$180.00). The Early Termination Charge allows Contractor to recover a portion of the losses it incurs by providing Governing Authority with a special discounted rate on the Products and Services. There shall be no Early Termination Charge in the event Customer terminates Service within thirty (30) days of executing this Supplement or activation of a new wireless device. The Early Termination Charge will be prorated over a period of twenty-four (24) months from the date of activation of the wireless Product and/or data Service. For example, if an employee of Governing Authority activates a new wireless Product along with data Service on January 1 and then terminates both use of the

Product and the Service after eighteen (18) months, then the Early Termination Charge would be \$360 multiplied by a fraction with the numerator being the number of months remaining in the twenty-four (24) month term, six (6), and the denominator being the term of twenty-four (24) months, to yield an Early Termination Charge of Ninety Dollars (\$90).

- 3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Contractor's website for the State of Mississippi at <http://www.cspire.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 359-1395.
  
- 4) Any correspondence between the parties required under this Supplement shall be addressed as follows:

If to Contractor:

Name: Cellular South, Inc. dba C Spire Wireless  
Address: 1018 Highland Colony Parkway  
Suite 520  
Ridgeland, MS 39157  
Attn: Janice Fitzgerald

If to Governing Authority:

Name: City of Pascagoula  
Address: P.O. Box 908  
Pascagoula, MS 39567

If to ITS:

Name: Paula Conn  
Address: 3771 Eastwood Drive  
Jackson, MS 39211-6381  
Attn: Paula Conn

5) All other provisions in the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed by their authorized undersigned representatives.

**Governing Authority:**  
**City of Pascagoula**

**Contractor:**  
**Cellular South, Inc. dba C Spire Wireless**

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Joe Huffman  
Title: City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Sherry Stegall  
Title: Senior Vice President

Date: \_\_\_\_\_

*Supplement Term Dates:*  
*October 20, 2011 – October 19, 2013*

Councilman Stallworth made a motion to approve the C Spire wireless contract renewal as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE", Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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The next item for consideration was Modification No. 10 to the MDA Code Enforcement Grant (Contract No. R-101-06-012-I) as recommended by Harry Schmidt, Community and Economic Development Director. Mr. Schmidt advised the grant deadline has been extended to December 31, 2011, and there are no changes in the funds.

Councilman Stallworth made a motion to approve Modification No. 10 to the MDA Code Enforcement Grant (Contract No. R-101-06-012-I) as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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Next for consideration was Budget Amendment No. 12.01 in the Community Development Fund for the ODP Port Security Grant as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula**  
**Budget Amendment # 12.01**

October 18, 2011

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Community Development Fund</u></b>	-	-	-
-	-		-
<b><u>Revenues:</u></b>			
- <b><u>Grants:</u></b>			
ODP - Port Security Grant	-	331,892	331,892
<b>Total Revenues</b>	-	331,892	331,892
<b><u>Expenditures:</u></b>			
<b><u>Community Development:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Program Outlay & Expense	-	331,892	331,892
<b>Total Expenditures</b>	-	331,892	331,892
<b>Net Change in Fund Balance</b>		-	
<p>To amend budget to provide expenditure authority for the Office of Domestic Preparedness Grant for Port Security and the related grant revenue as approved by Council. This represents a carry-over from FY 2011 of the unused balance of the amounts authorized by the Council on September 6, 2011.</p>			

Councilman Stallworth made a motion to approve the budget amendment as recommended and presented above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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Next for consideration was Budget Amendment No. 12.02 in the Utility Fund for the Live Oak water line carry-over as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 12.02  
October 18, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Utility Fund</u></b>	-	-	-
- <b><u>Expenditures:</u></b>	-		-
- <b><u>Water Operation &amp; Maintenance:</u></b>			
- <b><u>Capital Outlay:</u></b>			
Water System Impr. - Live Oak	-	56,570	56,570
<b>Total Expenditures</b>	-	56,570	56,570
<b>Net Change in Fund Balance</b>		<b>(56,570)</b>	
<p><b>To amend budget to provide expenditure authority for the cost of upgrading the water line on Live Oak to a 12" line as per discussion at the 5/17/11 Council meeting. This represents a carry-over from FY 2011 of the unused balance of the amounts authorized by the Council on</b></p>			

<b>June 7, 2011.</b>			
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Councilman Stallworth made a motion to approve the budget amendment as recommended and presented above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was Budget Amendment No. 12.03 in the General Fund for the Delmas Estates drainage carry-over in the Street Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 12.03  
October 18, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>	-	-	-
<b><u>Expenditures:</u></b>	-		-
- <b><u>Streets:</u></b>			
- <b><u>Other Services &amp; Charges:</u></b>			
- <b>Drainage Improvements</b>	-	<b>200,000</b>	<b>200,000</b>
-			
-			
<b>Total Expenditures</b>	-	<b>200,000</b>	<b>200,000</b>
 <b>Net Change in Fund Balance</b>		<b>(200,000)</b>	
<b>To amend budget to provide additional expenditure authority for the drainage project in Delmas Estates as approved by the Council on June 21, 2011. This represents a carry-over from</b>			

<b>FY 2011 of the unused balance of the amount authorized by the Council on September 6, 2011.</b>		
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Councilman Stallworth made a motion to approve the budget amendment as recommended and presented above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was Budget Amendment No. 12.04 in the General Fund for Arts on the Avenue in the Economic Development Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows

**City of Pascagoula  
Budget Amendment # 12.04  
October 18, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>	-	-	-
<b><u>Revenues:</u></b>	-		-
-	-		-
- <b><u>Charges for Governmental Services</u></b>	-		-
- <b>Arts Avenue Programs</b>	<b>4,000</b>	<b>27,500</b>	<b>31,500</b>
-	-		-
- <b>Arts Avenue Sales</b>	-	<b>3,100</b>	<b>3,100</b>
- <b>Total Revenues</b>	<b>4,000</b>	<b>30,600</b>	<b>34,600</b>
<b><u>Expenditures:</u></b>	-		-
-	-		-
- <b><u>Economic Development:</u></b>			
- <b><u>Supplies:</u></b>			
- <b>Arts Avenue Supplies</b>	-	<b>9,700</b>	<b>9,700</b>
-			
- <b><u>Other Services &amp; Charges:</u></b>			

-	<b>Art Instructor Contract</b>	-	<b>20,900</b>	<b>20,900</b>
-				
	<b>Total Expenditures</b>	-	<b>30,600</b>	<b>30,600</b>
	<b>Net Change in Fund Balance</b>		-	
	<b>To amend budget to provide expenditure authority for the Arts on the Avenue instructors and supplies and the related revenues.</b>			

Councilman Stallworth made a motion to approve the budget amendment as recommended and presented above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was an Order for property cleanup at 1308 School and a vacant lot on Live Oak Avenue as recommended by Eddie Williams, City Attorney. The Order is spread on the minutes as follows:

**ORDER**

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

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

**THEREFORE, IT IS ORDERED** that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of

1972, that a hearing shall be held by the City Council on November 15, 2011, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanness as to be a menace to the public health and safety of this community.

#### **EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41410620.000 1308 School	William Howard Patton 3801 Melton, Apt 35A Pascagoula, MS 39581	Deed Book 1121, Page 58
41703564.000 Vacant Lot on Live Oak	McLeod Enterprise, Inc. 2406 Pintail Lane Moss Point, MS 39563 <b>(Footnote 1)</b>	Deed Book 925, Page 555

#### **PARTIES WITH INTEREST**

**Footnote 1:** -Small Business Administration, 2120 River Front Drive, Suite 100, Little Rock, Arkansas 72202  
-Peoples Bank, P.O. Box 487, Biloxi, MS 39533

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 18<sup>th</sup> day of October, 2011.

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The next item for consideration was a request to authorize the Mayor to submit a letter to the Mississippi Department of Public Safety requesting funds to maintain the wireless communication system connectivity fees as recommended by Matt Chapman, Deputy Chief of Police. Information regarding this request is spread on the minutes as follows:

To: Joe Huffman, City Manager  
From: Matt Chapman, Deputy Chief of Police  
Date: October 11<sup>th</sup>, 2011

Subject: Wireless Communication Funds

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Attached please find a draft letter to the Mississippi Department of Public Safety requesting funds, \$30,000.00, contributed to the "Wireless Communication Program," to assist with the costs of the connectivity fees for the wireless cards for the mobile computers. There is a monthly fee for this connectivity service with the wireless communications cards. The funds in the Wireless Communication Program in Jackson accumulate from the surcharge on 63 Violations, traffic tickets, we write. As each year we are faced with this service charge, and the funds continue to grow in the Wireless Communication Program, our yearly goal is to utilize the monies to fund the connectivity fee.

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

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

Sincerely Submitted,

Matt Chapman  
HMC/gdt  
Enclosures (1)

The draft letter is as follows:

October 19, 2011

Ms. Ann Robertson  
Mississippi Department of Public Safety  
P.O. Box 958  
Jackson, MS 39205

RE: Wireless Communication Fund

Dear Ms. Robertson:

The City of Pascagoula is requesting \$30,000.00 from the available funds that we have contributed to the "Wireless Radio Communication Program." The funds will provide the necessary funding for the connectivity fees associated with the wireless communication card

service through Cellular South. This connectivity fee is imperative for the wireless mobile computers to communicate with the Police Department's server and with NCIC. This wireless card service for the mobile computers is billed to the Police Department on a monthly basis. The amount requested will enable the Police Department to provide additional mobile computers and service as expansion becomes necessary and any overage costs for the wireless communications.

Respectfully,

Robert Maxwell  
Mayor  
City of Pascagoula

Councilman Stallworth made a motion to approve the request to authorize the Mayor to submit the above letter to the Mississippi Department of Public Safety requesting funds to maintain the wireless communication system connectivity fees as recommended. The motion as seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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The next item for discussion was the professional services selection for the Hazard Mitigation Plan update as presented by Jaci Turner, Program Manager. The evaluators recommended AMEC as the provider based on evaluation criteria set forth in the Request for Proposals and the results of staff evaluation. They recommended the City Manager be authorized to negotiate a contract with AMEC to complete the services and a contract would be presented to the Council for approval upon completion of the negotiations.

Councilman Stallworth made a motion to approve the selection of AMEC as the professional services provider for the Hazard Mitigation Plan update and authorize the City Manager to negotiate a contract with AMEC to complete the services. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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The next item for consideration was a contract award for the EECBG for the HVAC and electrical upgrades to the Community Development/Utility Office/Art Education Facility to Herman Cronier & Sons, Inc., Escatawpa, MS, as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. Two bids were received as follows:

<u>VENDOR</u>	<u>TOTAL BASE BID</u>
Herman Cronier & Sons, Inc.	\$77,942.25
Comfort Engineers, Inc.	\$93,338.75

Councilman Stallworth made a motion to approve the bid award for EECBG for HVAC and electrical upgrades to the Community Development/Utility Office/Art Education Facility to Herman Cronier & Sons, Inc. for \$77,942.25 and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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The City Manager requested that the Council consider restoring funding to the FY 2010 appropriation for the Jackson County Small Business Incubator. Mr. Huffman advised that staff members have reviewed this matter further and felt the original request of \$10,000.00 was merited. This would increase funding for FY 2012 from \$2,500.00 to \$10,000.00. Councilman Corder recommended quarterly disbursements be made and reports provided to the Council. Councilman Milstead requested this matter be monitored closely in the future.

After discussion, Councilman Corder made a motion to approve increasing funding for FY 2012 from \$2,500.00 to \$10,000.00 for the Jackson County Small Business Incubator as recommended, with the stipulation that quarterly disbursements and reports be made regarding this matter. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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The next item for consideration was Budget Amendment No. 12.05 in the General Fund for the Jackson County Small Business Incubator Project in the City Council's budget as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 12.05  
October 18, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>	-	-	-
- <b><u>Expenditures:</u></b>	-		-
- <b><u>City Council:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
<b>Business Incubator Project</b>	<b>2,500</b>	<b>7,500</b>	<b>10,000</b>
-			
<b>Total Expenditures</b>	<b>2,500</b>	<b>7,500</b>	<b>10,000</b>
<b>Net Change in Fund Balance</b>		<b>(7,500)</b>	
<b>To amend budget to provide expenditure authority for the payment of support for the Business Incubator Project at the previous funding level.</b>			

Councilman Corder made a motion to approve the budget amendment as recommended and presented above. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was an appointment to the Board of Directors of the Gulf Regional Planning Commission to replace Brian Nelson as recommended by the City Manager. The term would be effective October 26, 2011, and end on September 15, 2012. It was recommended that William Dunnam, Building Inspector, be appointed to replace Mr. Nelson since he has a background in planning and would be a good appointee to represent the City of Pascagoula.

Councilman Corder made a motion to appoint William Dunnam to the Board of Directors of the Gulf Regional Planning Commission to replace Brian Nelson with an effective date of

October 26, 2011, and ending on September 15, 2012. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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The next item for consideration was a Resolution authorizing the filing of a joint petition with the City of Moss Point to the Public Service Commission for transfer of a portion of the Certificate of Public Convenience and Necessity as to authorize the City of Moss Point to furnish natural gas in the Escatawpa area as recommended by Eddie Williams, City Attorney. The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING CITY ATTORNEY TO SIGN A JOINT PETITION ON BEHALF OF THE CITY OF PASCAGOULA IN CONJUNCTION WITH THE CITY OF MOSS POINT TO EFFECT THE TRANSFER OF A PORTION OF THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AUTHORIZING THE CITY OF MOSS POINT TO CONSTRUCT, OPERATE AND MAINTAIN A GAS SYSTEM IN A SPECIFIED AREA IN JACKSON COUNTY, MISSISSIPPI**

**WHEREAS**, on or about October 1, 1966, the City of Pascagoula (City), Jackson County, Mississippi (County), the Escatawpa Utility District (EUD) and the Bayou Cassotte Utility District (BCUD) entered into an agreement whereby the City was authorized to assume liability of the County for bonds issued for the construction of the water and sewer systems in the EUD and BCUD; and

**WHEREAS**, pursuant to the aforesaid agreement, the County agreed to sell to BCUD and the EUD agreed to consent thereto and the City agreed to buy subject to the conditions set forth in the agreement, the combined water and sewer system of the County constructed within the aforesaid utility districts from the proceeds of \$5,000,000 in combined water and sewer revenue bonds; and

**WHEREAS**, the County, City and the EUD jointly agreed that the EUD would issue its separate revenue bonds as soon as economically feasible and the County and City agreed to sell and the EUD agreed to purchase the combined water and sewer system of the County within and north of the territorial limits of the EUD and the City gas utility system within such district north of the territorial limits of such district between the Escatawpa and Pascagoula Rivers and to the George County line including all franchises, real and personal property of the County and City systems within such area; and

**WHEREAS**, on or about February 1, 1973, the County and the City agreed to the transfer by the City to the County of the City's rights in the Escatawpa water and sewer system in Escatawpa, and the gas system in Escatawpa then owned by the City of Pascagoula, and the County agreed to transfer to the City of Pascagoula its interest in the Bayou Cassotte water and sewer system; and

**WHEREAS**, the County paid the City \$360,089.45 for the purchase of the gas system owned by the City in the Escatawpa area and further accepted the sum of \$695,963.60 for reimbursement by the County of funds advanced by the City on bonds being called; and

**WHEREAS**, on October 18, 1973, the City sold, transferred and conveyed a portion of its natural gas system in the Escatawpa area to the County for the sum of \$360,089.45; and

**WHEREAS**, this sale included the property "situated just east of the Pascagoula River and north of the Escatawpa River and the city limits of the City of Moss Point, Mississippi" and all pipe lines, pumps, equipment, attachments and appurtenances thereto, including all rights of way and easements and pumping stations situated in the Escatawpa area; and

**WHEREAS**, the City also transferred to the County all of its right, title and interest in and to Franchise No. U-153, issued by the Public Service Commission of the State of Mississippi to the City for a natural gas system in the area known as the "Escatawpa Area", which area in Jackson County is described as bounded on the west by the Pascagoula River, on the south by the Escatawpa River and the north corporate boundaries of the City of Moss Point and on the east by the Escatawpa River and the Mississippi - Alabama State Line and on the north by the County Line between George and Jackson County, Mississippi; and

**WHEREAS**, it appears that this agreement had an effective date of November 1, 1973, and an instrument titled "Transfer of Natural Gas System and Franchise Rights in the Escatawpa Area" is recorded in the Land Deed Records of the Chancery Clerk's office in Book 480 at Pages 173-175 wherein the agreement of the parties is memorialized; and

**WHEREAS**, the City never in fact transferred to the County its gas certificate to the area sold to the County and the aforesaid contract clearly sets forth that the City was conveying all rights under Franchise No. U-153, but the paperwork was never done to complete this transaction; and

**WHEREAS**, the County, having purchased the EUD from the City on October 18, 1973, entered into an agreement with the EUD and the City of Moss Point whereby the City of Moss

Point, the County and the EUD agree that in consideration of the City of Moss Point assuming the then current obligations of the EUD and assuming the balance of the indebtedness of the County and District in the amount of \$4,855,000 connected with the District's utility operation, the County and the District agreed to convey to the City of Moss Point all of the water, sewer, gas and fire protection systems and properties operated and associated with the aforesaid EUD, together with all franchise rights; and

**WHEREAS**, this contract, bearing date of May 7, 1990, further provides that the County and District shall convey and deliver to the City of Moss Point all property, whether real, personal or mixed, of the water, sewer and gas utility systems and fire protection operations of the EUD, together with all franchise rights owned by the District together with all utility rights and natural gas systems, lines, properties and franchise located in that area in the County also known as the Escatawpa Area and also known as the Escatawpa Utility District; and

**WHEREAS**, inasmuch as the City of Pascagoula failed to transfer to the County its gas certificate to the area that was sold to the County, which area is now known as the EUD and/or the Escatawpa Area, and in order for the City of Moss Point to fully protect its title thereto, the City of Moss Point has requested that the City of Pascagoula file a joint petition with the Mississippi Public Service Commission to have the certificated area described in the October 18, 1973, contract for sale to the County and then sold by the County to the City of Moss Point on May 7, 1990, corrected with the Public Service Commission so that the City of Moss Point can hold the gas certificate for the area that it is actually serving; and

**WHEREAS**, the City does not own any interest in the aforesaid EUD or the utilities located in the Escatawpa area and does not service any clients in that area; and

**WHEREAS**, the City, in October of 1973, received full and complete consideration for the transfer of its rights in the area to the County and thereby divested itself of any interest whatsoever therein:

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** All of the statements in the foregoing preambles are hereby found as fact.

**SECTION 2.** The City Council finds affirmatively that the City of Pascagoula has no interest in the area described in the aforesaid preambles and that the City of Pascagoula did in fact divest itself of any interest therein pursuant to its agreement with the County bearing date of October 18, 1973.

**SECTION 3.** The City Attorney is authorized, for and on behalf of the City of Pascagoula, to file with the City of Moss Point a joint petition before the Public Service Commission to transfer a portion of the certificate of public convenience and necessity held by the City of Pascagoula at the time of the conveyance to Jackson County on October 18, 1973, to the City of Moss Point so as to assist the City of Moss Point in clearing its right, title and interest thereto for the provision of utility services in the area in question. A true and correct copy of the proposed joint petition, which the City Attorney is authorized to sign on behalf of the City of Pascagoula, is attached hereto and incorporated herein by reference as Exhibit A to this resolution.

**SECTION 4.** Certified copies of this resolution shall be forwarded to the City of Moss Point and to the Public Service Commission and shall be attached to the joint petition to be filed in this matter as set forth hereinabove.

The above Resolution was introduced by Councilman Stallworth, seconded by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 18<sup>th</sup> day of October, 2011.

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

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The next item for consideration was an amended annexation Ordinance as presented by Eddie Williams, City Attorney. The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 6-2011**

**AN AMENDED ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PASCAGOULA, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI:**

**SECTION 1.** It is hereby found and determined that the public convenience and necessity requires that the corporate boundaries of the City of Pascagoula, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Jackson County, Mississippi, hereinafter described.

**SECTION 2.** The unincorporated land and territory which is added to and included in the corporate limits of the City of Pascagoula, Mississippi, is situated in Jackson County, Mississippi, and is more particularly described as follows:

**CITY OF PASCAGOULA, MISSISSIPPI  
PROPOSED ANNEXATION AREA**

All land situated in Jackson County, Mississippi and described to wit:

Beginning at a point where a Northern projection of the Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) intersects the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad) said point lying on the existing corporate limits of the City of Pascagoula in the Northeast quarter of Section 32, Township 7 South, Range 5 West and being the POINT OF BEGINNING;

Thence following the existing corporate limits of the City of Pascagoula, run Southerly along said Northern projection and Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) and continue on a Southern projection of said Eastern right-of-way line to the Southern boundary of Section 5, Township 8 South, Range 5 West;

Thence leaving the existing corporate limits of the City of Pascagoula, run Easterly along the Southern boundary of said Section 5, and continue easterly along the Southern boundary of Section 4, Township 8 South, Range 5 West to the Southeast corner of said Section 4;

Thence run Northerly along the Eastern boundary of said Section 4 to the Southwest corner of Section 34, Township 7 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 34 to the Southeast corner of the West half of said Section 34;

Thence run Northerly along the Eastern boundary of the West half of said Section 34 to the Southwest corner of the Northeast quarter of said Section 34;

Thence run Easterly along the Southern boundary of the Northeast quarter of said Section 34 to the Western boundary of Section 35, Township 7 South, Range 5 West;

Thence run Northerly along the Western boundary of said Section 35 a distance of 225 feet, more or less, to the Southwest corner of the property described in Deed Book 968, Page 863 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 3,980 feet, more or less, to the Southwest corner of the property described in Deed Book 1304, Page 858, Dated May 22, 2003 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 345 feet, more or less, to the Southwest corner of the property described in Deed Book 963, Page 151 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 847 feet, more or less, to the Western boundary of Section 36, Township 7 South, Range 5 West;

Thence run Southerly along the Western boundary of said Section 36 to the Southwest corner of the North half of the Southwest quarter of said Section 36;

Thence run Easterly along the Southern boundary of the North half of the Southwest quarter of said Section 36 to the Eastern boundary of the West half of said Section 36;

Thence run Northerly along the Eastern boundary of the West half of said Section 36 to the Northeast corner of the West half of said Section 36;

Thence run Westerly along the Southern boundary of Section 25, Township 7 South, Range 5 West a distance of 770 feet, more or less, to the center thread of a branch of Bayou Cumbest;

Thence following the meanderings of the center thread of said branch of Bayou Cumbest, run Northerly through said Section 25 and Section 24, Township 7 South, Range 5 West to the Southern boundary of the North half of the Northeast quarter of said Section 24;

Thence run Easterly along the Southern boundary of the North half of the Northeast quarter of said Section 24, and continue along the Southern boundary of the North half of the North half of Section 19, Township 7 South, Range 4 West to the Eastern boundary of said Section 19;

Thence run Northerly along the Eastern boundary of said Section 19 to the Southwest corner of Section 17, Township 7 South, Range 4 West;

Thence run Easterly along the Southern boundary of said Section 17 to its intersection with the line dividing Jackson County, Mississippi and Mobile County, Alabama (The Mississippi/Alabama State Line);

Thence following The Mississippi/Alabama State Line, run Northerly to its intersection with the center thread of Franklin Creek;

Thence following the meanderings of the center thread of Franklin Creek, run generally Westerly through Sections 32 and 31, Township 6 South, Range 4 West, and Section 36, Township 6 South, Range 5 West to its intersection with the center thread of the Escatawpa River;

Thence following the meanderings of the center thread of the Escatawpa River, run generally Southerly and Westerly through said Section 36, and through Sections 1, 2, 11, 14, and 15, Township 7 South, Range 5 West to the Western boundary of said Section 15, said point lying along the existing corporate limits of the City of Moss Point;

Thence following the existing corporate limits of the City of Moss Point, run Southerly along the Western boundary of said Section 15, and continue along the Western boundary of Sections 22 and 27, Township 7 South, Range 5 West to the Northern right-of-way line of United States Highway 90;

Thence continuing along the existing corporate limits of the City of Moss Point, run Southwesterly along the Northern right-of-way line of United States Highway 90 through Sections 28, 33, and 32, Township 7 South, Range 5 West to a point where the Southern boundary of the City of Moss Point intersects the Northern right-of-way line of US Highway 90 said point also lying along the existing corporate limits of the City of Pascagoula;

Thence leaving the existing corporate limits of the City of Moss Point, run Easterly along the existing corporate limits of the City of Pascagoula to a point where an Eastern extension of the Southern boundary of the corporate limits of the City of Moss Point intersects the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad);

Thence run Northeasterly along the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad) to a point where a Northern projection of the Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) intersects the Southern right-of-way line of said railroad, said point being the POINT OF BEGINNING.

**SECTION 3.** After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Pascagoula, Mississippi, shall be and are described as follows:

**CITY OF PASCAGOULA, MISSISSIPPI  
RESULTANT ENLARGED CITY**

Commencing at the point of intersection of the line dividing Township 7 South and Township 8 South with the line dividing Range 5 West and Range 6 West, Jackson County, Mississippi, run Thence North 0 degrees 06 minutes West along said line dividing said Range 5 West and Range 6 West a distance of 1,320.00 feet, more or less, to the Point of Beginning;

Thence run North 0 degrees 06 minutes West along said line dividing said Range 5 West and said Range 6 West, a distance of 672.5 feet, more or less, to the South boundary of Jefferson Street as said street now runs;

Thence run South 89 degrees 54 minutes West along the South margin of Jefferson Street and the Western extension of said South margin a distance of 1,483.5 feet, more or less, to a point on the Western right-of-way line of Mississippi Highway #613;

Thence North 0 degrees 06 minutes West, on said Western right-of-way line of Mississippi Highway #613 a distance of 24.4 feet, more or less;

Thence South 88 degrees 56 minutes West, along the South margin of said Jefferson Street, 2,856 feet, more or less, to the intersection of the South margin of said Jefferson Street with the East margin of River (Griffin) Road as said River (Griffin) Road now runs;

Thence due West a distance of 18,700 feet, more or less, to a point on the East bank of Bayou Chemeau;

Thence continue due West approximately 1,250 feet, more or less, to the center thread of the West Pascagoula River;

Thence Southerly following the center thread of the West Pascagoula River 4,500 feet, more or less, to the point where said center thread intersects the South margin of the CSX Railroad right-of-way;

Thence due South 21,500 feet, more or less;

Thence due East approximately 18,500 feet, more or less, to a point lying on a line which is a Southern extension of the centerline of Market Street;

Thence Northerly along said Southern extension of the centerline of Market Street approximately 8,000 feet, more or less, to the corporate limits of the City;

Thence Easterly on a line parallel with and South 1,250 feet, more or less, distant from the shore line (or Concrete seawall marking Beach Boulevard) along Mississippi Sound, a distance of approximately 7,000 feet, more or less, to a point which is 1,569 feet, more or less, East of the Range Line separating Ranges 5 and 6 West, which point is in line with a projection of the remains of a metal fence that formerly marked the Eastern boundary of the Longfellow House and Gardens property in the City of Pascagoula;

Thence South-Eastward on a line parallel to the Shore Line and 1,250 feet, more or less, south distant therefrom, a distance of 4,850 feet, more or less, to a point 1,250 feet, more or less, South of the shore line and in line with a southern projection of the Harbor Line as established by the Jackson County Port Authority on the West Bank of Bayou Casotte,

Thence North 13 degrees 12 minutes 50 seconds East along the Harbor Line on the West Bank of Bayou Casotte and its southern projection, as established by the Jackson County Port Authority, a distance of 5,650 feet, more or less;

Thence North 58 degrees 12 minutes 50 seconds East along the Harbor Line, as previously established by the Jackson County Port Authority, a distance of 353.55 feet, more or less, (corrected distance);

Thence North 13 degrees 12 minutes 50 seconds East along the Harbor Line (or its projection) on the West Bank of the dredged channel, as established by the Jackson County Port Authority, a distance of 4,310 feet, more or less, (corrected distance) to a point, which is 1,320 feet, more or less, North of the Section Line between Sections 8 and 17 of Township 8 South, Range 5 West;

Thence East from said point and parallel to said Section Line separating Sections 8 and 17, a distance of 1,700 feet, more or less, to a point in line with a projection of the East right-of-way line of the Bayou Casotte Industrial Highway (Miss. State Route #611);

Thence North along the Southern projection of the East right-of-way line of the Bayou Casotte Industrial Highway (Mississippi State Route #611) to the Southern boundary of Section 5, Township 8 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 5, and continue Easterly along the Southern boundary of Section 4, Township 8 South, Range 5 West to the Southeast corner of said Section 4;

Thence run Northerly along the Eastern boundary of Section 4 to the Southwest corner of Section 34, Township 7 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 34 to the Southeast corner of the West half of said Section 34;

Thence run Northerly along the Eastern boundary of the West half of said Section 34 to the Southwest corner of the Northeast quarter of said Section 34;

Thence run Easterly along the Southern boundary of the Northeast quarter of said Section 34 to the Western boundary of Section 35, Township 7 South, Range 5 West;

Thence run Northerly along the Western boundary of said Section 35 a distance of 225 feet, more or less, to the Southwest corner of the property described in Deed Book 968, Page 863 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 3,980 feet, more or less, to the Southwest corner of the property described in Deed Book 1304, Page 858, Dated May 22, 2003 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 345 feet, more or less, to the Southwest corner of the property described in Deed Book 963, Page 151 in the Land Records of Jackson County, Mississippi;

Thence run Easterly along the Southern boundary of said property a distance of 847 feet, more or less, to the Western boundary of Section 36, Township 7 South, Range 5 West;

Thence run Southerly along the Western boundary of said Section 36 to the Southwest corner of the North half of the Southwest quarter of said Section 36;

Thence run Easterly along the Southern boundary of the North half of the Southwest quarter of said Section 36 to the Eastern boundary of the West half of said Section 36;

Thence run Northerly along the Eastern boundary of the West half of said Section 36 to the Northeast corner of the West half of said Section 36;

Thence run Westerly along the Southern boundary of Section 25, Township 7 South, Range 5 West a distance of 770 feet, more or less, to the center thread of a branch of Bayou Cumbest;

Thence following the meanderings of the center thread of said branch of Bayou Cumbest, run Northerly through said Section 25 and Section 24, Township 7 South, Range 5 West to the Southern boundary of the North half of the Northeast quarter of said Section 24;

Thence run Easterly along the Southern boundary of the North half of the Northeast quarter of said Section 24, and continue along the Southern boundary of the North half of the North half of Section 19, Township 7 South, Range 4 West to the Eastern boundary of said Section 19;

Thence run Northerly along the Eastern boundary of said Section 19 to the Southwest corner of Section 17, Township 7 South, Range 4 West;

Thence run Easterly along the Southern boundary of said Section 17 to its intersection with the line dividing Jackson County, Mississippi and Mobile County, Alabama (The Mississippi/Alabama State Line);

Thence following The Mississippi/Alabama State Line, run Northerly to its intersection with the center thread of Franklin Creek;

Thence following the meanderings of the center thread of Franklin Creek, run generally Westerly through Sections 32 and 31, Township 6 South, Range 4 West, and Section 36, Township 6 South, Range 5 West to its intersection with the center thread of the Escatawpa River;

Thence following the meanderings of the center thread of the Escatawpa River, run generally Southerly and Westerly through said Section 36, and through Sections 1, 2, 11, 14, and 15, Township 7 South, Range 5 West to the Western boundary of said Section 15, said point lying along the existing corporate limits of the City of Moss Point;

Thence following the existing corporate limits of the City of Moss Point, run Southerly along the Western boundary of said Section 15, and continue along the Western boundary of Sections 22 and 27, Township 7 South, Range 5 West to the Northern right-of-way line of United States Highway 90;

Thence continuing along the existing corporate limits of the City of Moss Point, run Southwesterly along the Northern right-of-way line of United States Highway 90 through Sections 28, 33, and 32, Township 7 South, Range 5 West to a point where the Southern boundary of the City of Moss Point intersects the Northern right-of-way line of US Highway 90;

Thence run Westerly and along the South boundary of the City of Moss Point a distance of 3,117 feet, more or less, to the point where the South margin of said Jefferson Street intersects the West margin of Second Street;

Thence South 89 degrees 54 minutes West, along the South margin of said Jefferson Street, 2,267 feet, more or less, to the East boundary of Belfair Subdivision as per plat thereof recorded in the office of the Clerk of the Chancery Court of Jackson County, Mississippi, in Plat Book 6, Page 23;

Thence South 0 degrees 06 minutes East along the said East boundary of said Belfair Subdivision a distance of 680.6 feet, more or less;

Thence Westerly along the South boundary of Belfair Subdivision 1,291 feet, more or less, to the point of beginning, all in Jackson County, Mississippi.

**SECTION 4.** The City of Pascagoula, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Amended Ordinance, unless delayed by war or military preparedness:

- (a) Maintain streets to be annexed as warranted by their age, condition and ability to accommodate traffic demands;
- (b) Develop such new major streets as required by increased traffic demands to City standards in conformance with the City's Comprehensive Plan;
- (c) Make intersection improvements, improve surface water drainage, install traffic control and safety devices, and install street signs, lighting and other related improvements to municipal standards where needed;
- (d) Construct and equip such additional public safety facilities as warranted by concentration of population and non-residential activities, proximity requirements and the operational realities of delivering public safety services;
- (e) Develop additional parks, recreation and public assembly facilities based on an assessment of needs for such improvements and in conformance with the Comprehensive Plan and established City-wide standards for such improvements; and
- (f) Acquire, upgrade and interconnect public water and sewer utility lines and extend new municipal utility services into developed areas annexed as necessary, where legally

permissible and financially feasible. Provide adequate water pressure and volume for fire fighting purposes in areas developed at sufficient density to be required consistent with standards established by the Mississippi State Rating Bureau. Municipal investment in new water and sewer infrastructure is to be determined through the feasibility of such development on a case by case basis. The extent of municipal financial commitment to utility system development is to be limited to securing of available Federal and State grants and loans for new facilities, organizing special improvement districts to fund private components of such infrastructures, and use of capital improvement reserves and revenue bond issues for system-wide improvements which will enhance the utility system's financial viability.

**SECTION 5.** The City of Pascagoula, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Amended Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;

- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Pascagoula, Mississippi.

**SECTION 6.** The City of Pascagoula, Mississippi shall undertake the following redistricting, planning and zoning activities following the effective date of the Amended Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Amended Ordinance, the City of Pascagoula will prepare and the City Council will adopt a Redistricting Plan for the City Council so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended, and shall be submitted for pre-clearance as required. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Pascagoula shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Pascagoula shall prepare and adopt an Official Zoning Map and such Zoning Ordinance text amendments, as are warranted to implement an adopted Comprehensive Plan. All territory annexed shall be included on the City's Official Zoning Map and shall be classified thereon in conformance with the City's adopted Comprehensive Plan. Adoption of Zoning Ordinance text amendments to the City's official Zoning Map by the City Council shall occur after proper notice and public hearing(s).

**SECTION 7.** This Amended Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Jackson County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Pascagoula, Mississippi as established by this Amended Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Amended Ordinance are hereby repealed.

**SECTION 8.** The City of Pascagoula, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Jackson County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Pascagoula, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Amended Ordinance and a plat showing the boundaries of the said City of Pascagoula, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Amended Ordinance; and that the attorneys for the City of Pascagoula, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Jackson County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

The above Ordinance was introduced in writing by Councilman Corder, seconded for adoption by Councilman Wolverton, and received the following vote:

Mayor Maxwell voted:	<u>          "AYE"          </u>
Councilman Abston voted:	<u>          "AYE"          </u>
Councilman Corder voted:	<u>          "AYE"          </u>
Councilman Milstead voted:	<u>          "NAY"          </u>
Councilman Stallworth voted:	<u>          "AYE"          </u>
Councilman Tillman voted:	<u>          "AYE"          </u>
Councilman Wolverton voted:	<u>          "AYE"          </u>

The Mayor then declared the Ordinance adopted on this the 18th day of October, 2011.

CITY OF PASCAGOULA, MISSISSIPPI

BY: \_\_\_\_\_  
Robert H. Maxwell, Mayor

ATTEST:

WITNESS my signature and official seal of office on this, the 18th day of October, 2011.

\_\_\_\_\_  
Pascagoula City Clerk/Comptroller

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The City Attorney requested that the Council consider an Amendment to the Agreement for Public Works between Utility Partners, LLC, and the City of Pascagoula. The amendment is spread on the minutes as follows:

**AMENDMENT TO AGREEMENT FOR PUBLIC WORKS**

**WHEREAS**, the City of Pascagoula, Mississippi, (City), entered into a contract bearing date of November 17, 2009, with Utility Partners, LLC. (Operator) for the operation of the City's Public Works Department; and

**WHEREAS**, the aforesaid contract does not expire until November 30, 2012; and

**WHEREAS**, by mutual agreement, the parties have agreed to amend certain articles of the contract to provide for additional insurance coverage and language more clearly defining the responsibility of Operator for any claims arising from the operation of the City's Public Works Department, more particularly, the operation of the City's vehicles and equipment:

**NOW, THEREFORE, THE PARTIES COVENANT, CONTRACT AND AGREE TO THE FOLLOWING AMENDMENTS TO THE AGREEMENT FOR PUBLIC WORKS ENTERED ON THE 17<sup>TH</sup> DAY OF NOVEMBER, 2009:**

**SECTION 1: ARTICLE 8. INDEMNITY, LIABILITY AND INSURANCE**

8.1 Operator shall hold City harmless from any liability or damages including compensatory and punitive damages, which may arise from Operator's negligence, carelessness of the Operator's staff or the Operator's failure to perform responsibly under the terms of this Agreement. Operator shall name the City as an additional insured on all policies of insurance held by Operator on City's vehicles and equipment used by Operator in the performance of this Agreement. Operator's liability with respect to Operator's use of vehicles and equipment is limited to vehicles and/or equipment that has been designated or scheduled for the specific departments referenced in this contract.

8.4 Operator shall obtain insurance coverage of a type and in the amounts described in Appendix B and shall obtain from its insurer waivers of any subrogation rights that the insurer might seek to assert against the City. An endorsement to that effect shall be obtained by the Operator from its insurers. Nothing herein shall be construed as a waiver of immunity available to the City by virtue of Mississippi or Federal Law.

All terms and conditions of the original agreement dated November 17, 2009, not specifically modified herein, shall remain in full force and effect.

Witness the signatures of the parties by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF PASCAGOULA

BY: \_\_\_\_\_  
Mayor

UTILITY PARTNERS, LLC

BY: \_\_\_\_\_

Appendix B is spread on the minutes as follows:

**APPENDIX B**  
**INSURANCE COVERAGE**

Operator shall maintain:

1. Statutory worker's compensation for all of Operator's employees at the project as required by the State of Mississippi.
2. Comprehensive general liability insurance in an amount not less than \$5,000,000 combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance with a limit of not less than \$1,000,000.
4. With respect to items 2 and 3, Operator shall cause the City to be named as an additional insured on the insurance policies and shall likewise require the insurers to endorse the aforesaid policies with waivers of subrogation as to the City of Pascagoula.

City shall be responsible for repairing or replacing all property owned by City and operated by Operator under this Agreement unless the damage is the result of negligence of Operator's staff and is not otherwise covered by Operator's policies of insurance.

Councilman Corder made a motion to approve the Amendment for Public Works between Utility Partners, LLC, and the City of Pascagoula as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".  
(Approved 10-18-11)

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

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Next for consideration was approval of the 2012 voluntary insurance providers as recommended by the City of Pascagoula Insurance Committee. Brenda Germany, Human Resources Generalist, advised that only the dental and vision insurance providers will change. Proposals were received for dental and vision insurance that increased benefits and lowered premiums. Minutes of the Insurance Committee meeting of October 7, 2011, are as follows:

CITY OF PASCAGOULA

Insurance Committee Minutes

Stated Meeting

October 7, 2011

Members Present: Jeane Bull, Tim Cook, Darcie Crew, Brent Gager, David Groves, Robert O'Sullivan, and Brenda Reed.

Also Present: Jaci Turner, Bobby Parker and Brenda Germany.

Members Absent: Doug Adams and Pat Russell.

The meeting was called to order at 9:35 a.m. in the City Hall Council Chamber for the purpose of reviewing proposals received in response to the 2012 Voluntary Insurance Program Request for Proposals. The RFP period was advertised in the Mississippi Press on August 29, 2011, and was held August 28, 2011, through September 30, 2011.

The Committee reviewed the September 2011 Group Health Insurance Fund report prepared by Jeane Bull, Assistant Comptroller. The fund balance at September 30, 2011, was \$197,870.67 which will be returned to the General Fund to allow the Insurance Fund to begin the new fiscal year with a zero balance. Reinsurance rebates in the amount of \$44,413.96 were received in September.

Seven companies submitted proposals for the 2012 Voluntary Insurance Program. The proposals received were:

AFLAC – Accident, Cancer, Critical Illness, Hospital Indemnity and S/T Disability Insurance.

Allstate – Accident, Cancer, Critical Illness, Group Indemnity, S/T Disability, and Universal Life Insurance.

American Fidelity Assurance Company – Accident, Cancer, Critical Illness, Dental,

Hospital Indemnity, Long Term Care, S/T Disability, and Universal Life Insurance.

Colonial Life – Accident, Cancer, Critical Illness, Hospital Indemnity, S/T Disability, Term Life, and Universal Life Insurance (Long Term Care Rider).

Lockard & Williams – Dental Insurance.

Nichols & Associates – Long Term Care Insurance.

Nick Floyd & Associates – Accident and Vision Insurance.

Earlier in the week, Committee members were given information packets detailing the proposals received for each category of insurance. Following the review and discussion of the proposals submitted, the Committee made the following provider recommendations and motions:

Accident – *Colonial Life and Nick Floyd & Associates*: David Groves made the motion, Brent Gager seconded; the motion carried.

Cancer – *Colonial Life*: David Groves made the motion, Jeane Bull seconded; the motion carried.

Critical Illness – *AFLAC*: Robert O’Sullivan made the motion, David Groves seconded; the motion carried.

Dental – *American Fidelity Assurance*: Darcie Crew made the motion, Robert O’Sullivan seconded; the motion carried.

Hospital Indemnity – *Colonial Life*: Darcie Crew made the motion, Brent Gager seconded; the motion carried.

Long Term Care – *Colonial Life - Universal Life Long Term Care Rider*: Jeane Bull made the motion, Tim Cook seconded; the motion carried.

S/T Disability – *Colonial Life*: Darcie Crew made the motion, David Groves seconded; the motion carried.

Term Life – *Lockard & Williams*: No proposal was requested as Mutual of Omaha extended the current rates through 2012.

Universal Life – *Colonial Life*: David Groves made the motion, Jeane Bull seconded; the motion carried.

Vision – *American Fidelity Assurance*: David Groves made the motion, Brent Gager seconded; the motion carried.

The Committee requested that their recommendations for the 2012 Voluntary Insurance Program be presented to the City Council for approval at the next Council meeting on October 18, 2011.

The 2012 Open Enrollment & Benefits Fair schedule of November 14 – 18, 2011 was announced. The location will be the Pascagoula Senior Center on Live Oak Avenue.

As there was no further business to address, the meeting was adjourned at 10:20 a. m.

Councilman Stallworth made a motion to approve the recommendations of the Insurance Committee for the 2012 Employees' Voluntary Insurance Program as stated above. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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The next item for consideration was the general liability insurance provider and policy renewal for the period January 1, 2012, through December 31, 2012, with the Mississippi Municipal Service Company as recommended by Brenda Germany, Human Resources Generalist. This was the only proposal we received. The annual premium will be \$151,509.00. This premium includes (1) general liability, (2) auto liability, (3) law enforcement, (4) public official's liability, and (5) Redevelopment Authority liability.

Councilman Stallworth made a motion to approve the general liability insurance provider and policy renewal for the period January 1, 2012, through December 31, 2012, with the Mississippi Municipal Service Company as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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The next item for consideration was a revised job description for the Grants Administrator position as recommended by Jaci Turner, Program Manager. There is a pay grade increase from 105 to 109. The job description is spread on the minutes as follows:

**Grants Administrator**

<b>DEPARTMENT:</b>	Community Development	<b>LABOR GRADE:</b>	109
<b>EXEMPT(Y/N):</b>	No	<b>POSITION CODE:</b>	
<b>REPORTS TO:</b>	Community and Economic Development Director		

**MEETING PERFORMANCE EXPECTATIONS**

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

#### **SUMMARY:**

**This position is responsible for preparation of grant applications, supporting documentation, and administration of funded projects. The Grants Administrator will provide support services to the Community Development Department in accordance with all applicable laws and City of Pascagoula policies and procedures.**

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:**

- Researches and identifies potential grant opportunities. Maintains database of all active grants and applications and calendar of all reporting dates and grant deadlines.
- Prepare well-researched and well-written grant proposals.
- Ensures requirements of funding agencies are met, and provides regular reports to funding agencies.
- Prepares and proofreads letters, memos, reports, accounting and financial statements, vouchers, requisitions, and other documents.
- Sorts, indexes, and files materials according to established filing system.
- Maintains a variety of records and reports; receives, distributes, and sends documents specific to area of assignment.
- Maintains, at least monthly, grant filing system regarding legal, grant, and auditing requirements, reporting any items of note to the Grants Accounting Specialist and the Community and Economic Development Director. Follow up on any discrepancies and their resolution.
- Opens, sorts, and distributes departmental mail.
- Schedules and coordinates various departmental activities.
- Any other duties assigned by the Community and Economic Development Director.

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

#### **QUALIFICATION REQUIREMENTS:**

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

#### **SUPERVISORY REQUIREMENT:**

This position does not supervise any employees.

#### **EDUCATION and/or EXPERIENCE:**

A four year college degree or its equivalent, or any combination of education and experience that results in the required knowledge, skills, and abilities is required.

**SPECIAL QUALIFICATIONS:**

Computer proficiency in MS Word, MS Excel, and Outlook is required; previous experience with MUNIS software is preferred. Knowledge of office machines, terminology and procedures is essential. Some knowledge of fundamental bookkeeping is desired.

**LANGUAGE AND REASONING SKILLS:**

Ability to understand written or oral instructions; read, analyze and interpret documents, instruction manuals, policies and procedures is essential. Strong interpersonal skills are essential to maintain effective working relationships with others. The ability to work effectively and efficiently to ensure deadlines are met is essential. Ability to convey information in a concise, well-written, timely manner is essential. Ability to apply logical reasoning application to carry-out instructions furnished in written, oral or diagram form is critical.

**PHYSICAL DEMANDS:**

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

While performing the duties of this job, the employee is regularly required to talk, see or hear; to stand; walk; sit; and use hands to finger, handle or feel objects, tools or controls.

**WORKING ENVIRONMENT:**

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

The noise level in the work environment is usually low and work is performed in a well-lit, adequately ventilated, climate controlled office.

After discussion, Councilman Wolverton made a motion to approve the revised job description for the Grants Administrator as recommended with a new pay grade of 109. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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Darcie Crew, Parks & Recreation Director, advised the Pascagoula Recreation Commission has recommended that the Council approve spending up to \$120,000.00 of the Hotel Tax Fund on the installation of Control Link (satellite scheduling type systems) to reduce electrical costs to the City at the various ballfields and tennis courts. This was noted in the minutes of the Recreation Commission meeting of September 7, 2011. Councilman Corder stated that proposals for a new master plan for the Parks & Recreation Department will soon be

received and funding for this project was discussed. After comments, he requested this matter be tabled and a recommendation be made to the Council.

Councilman Corder made a motion to “TABLE” the request of the Pascagoula Recreation Commission to use funding from the Hotel Tax Fund on the installation of Control Link. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 10-18-11)

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The next item for consideration was an appointment to the Recreation Commission to replace Brice Wiggins who recently resigned. It was noted that Jay Spradlin has submitted his resume and is interested in serving on the Recreation Commission. The Council recommended this matter be tabled tonight to consider other individuals that may be interested in serving.

Councilman Tillman made a motion to accept the resignation of Brice Wiggins on the Recreation Commission. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-18-11)

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The next item for consideration was a renewal of the Professional Services for Concession Operation and Sales with D’Vine Soul Food as recommended by Darcie Crew, Parks & Recreation Director. The agreement is spread on the minutes as follows:

**PROFESSIONAL SERVICES FOR CONCESSION OPERATION AND SALES  
CITY OF PASCAGOULA  
PARKS AND RECREATION DEPARTMENT  
PASCAGOULA, MISSISSIPPI**

The City of Pascagoula, hereinafter “City”, and D’Vine Soul Food, hereinafter “Vendor”, hereby enter into a professional service agreement for concession operations and sales at the City’s Beach Park Concession Facility, hereinafter “Facility”. The respective duties and obligations of the parties are set forth hereinbelow.

**I. VENDOR OBLIGATIONS**

1. Vendor shall be responsible for operating the Facility located at 600 City Park Street. Vendor shall provide professional staff for the operation of the Facility and the sale of food therein.
2. Vendor shall be responsible for providing any and all equipment necessary to the operation including but not limited to the following: sno-cone machine, upright freezer, upright refrigerator, hot dog warmer, nacho cheese warmer, nacho warmer, popcorn popper, microwave, under counter ice maker as necessary and any and all other materials and supplies needed by Vendor for the operation the Facility.

3. Vendor shall be responsible for all labor involved in operation of the Facility and shall be responsible for all related employee expenses, including any benefits that Vendor chooses to offer for the employees and the requisite Worker's Compensation Insurance.
4. Vendor shall be responsible for reporting all sales taxes generated by sales at the Facility and shall make available to City monthly reports of sales and sales tax remittances.
5. Vendor shall acquire all business licensing and MS Health Department permits. All licensing documents and Health Department permits shall be prominently displayed at the Facility and shall remain in place throughout the use of the Facility by the Vendor. Failure of the Vendor to obtain the proper licensing and Health Department permits shall result in the immediate termination of this contract.
6. Vendor agrees to provide a variety of food items to include, but not be limited to, sno-cones, nachos, hot dogs, chips, drinks and pre-packaged ice cream. Vendor agrees that it will charge commercially reasonable prices for all items sold at the Facility subject to review and approval by the City.
7. The hours of operation for the Facility shall be as follows:
  - a. November 1, 2011 – May 1, 2012: As weather permits; Saturday 10:00am – 6:00 pm, Sunday 12:00pm – 6:00pm.
  - b. May 2, 2012-September 2, 2012: Tuesday through Saturday, 10:00am-6:00pm and Sundays 12:00 pm until 6:00pm.
  - c. September 3, 2012-October 31, 2012: weekends only with hours being on Saturday from 10:00 am until 6:00 pm and on Sunday 12:00 pm until 6:00 pm.
  - d. During special events such as the Sounds by the Sea Concert that is held annually on Sunday prior to the Memorial Day Holiday and July 4, the Vendor shall be allowed to keep the Facility open until 9:00 pm on those dates.
  - e. Should the Vendor desire additional hours of operation, then a written request for the same with reasons therefor shall be presented to the City Parks and Recreation Director for consideration and approval.
8. Vendor shall maintain liability insurance in an amount not less than \$500,000.00 and shall submit a Certificate of Liability Insurance that names the City as an additional insured on such policy. This policy shall remain in effect at all times that Vendor operates the Facility and until such time as this agreement is terminated.
9. Vendor shall maintain the Facility in a clean and orderly manner at all times. All garbage, trash, food remnants and solid waste of any kind shall be removed daily by Vendor and promptly disposed of in appropriate containers. Vendor shall sweep, mop and sanitize the Facility after each use and shall promptly store and secure any and all food items in a safe and sanitary manner. Vendor shall also be responsible for keeping the restrooms in the Facility clean on a daily basis and shall also clean the deck and the grounds immediately surrounding the Facility.
10. For the use of the Facility, Vendor shall pay over to the City a sum equal to 15% of Vendor's gross monthly sales. Vendor shall furnish the City with a monthly sales report and shall make available to the City, upon reasonable request, all books of account kept by the Vendor so that the City may determine compliance with this part of the agreement.

## **II. CITY OBLIGATIONS**

1. City shall be responsible for furnishing Vendor with access to the Park and to the Facility at all times necessary for Vendor's operations. To this end, Vendor shall be furnished with keys to the Park and to the Facility. These keys shall be for the sole and exclusive use of the Vendor and shall not be given to any third parties for any reason whatsoever.
2. The City shall be responsible for the maintenance, repair and upkeep of the Facility. Should any repairs to the structure be necessary, the Vendor shall immediately notify the City of same.
3. City shall retain a key to the Facility and shall, on a monthly basis, make an inspection thereof to determine compliance with this agreement. City shall notify Vendor immediately of any failure on the Vendor's part to adequately clean the Facility and the restrooms. Vendor, upon receipt of such notice, shall immediately undertake to correct the situation to the satisfaction of the City.
4. Prior to the commencement of this agreement, the City and the Vendor shall conduct an inventory and inspection of the Facility and shall note any and all defects, if any, therein. An inventory and inspection sheet shall be prepared by the City for this purpose and shall be signed by the Vendor upon completion of the inspection.
5. City shall provide water and electricity at no cost to Vendor.

### **III. MISCELLANEOUS**

1. The parties to the agreement acknowledge that this is an "independent contractor" arrangement and that the Vendor does not operate as an employee or agent for the City. Vendor remains fully responsible for the payment of its employees and for the operation of the Facility subject only to the terms of this agreement.
2. The initial term of this agreement shall commence May 28, 2010, and continue through October 31, 2010, at which time, by mutual agreement between the Vendor and the City, the agreement may be renewed for an additional one-year term ending October 31, 2011. Each year thereafter, and by mutual agreement of the parties, the agreement may be renewed for successive one-year terms each ending on the 31<sup>st</sup> day of October in each successive year. Either party to this agreement may terminate the same upon thirty (30) days written notice of such party's intent to terminate the agreement. Should termination occur prior to the end of any term of this agreement, then, in such event, Vendor shall be responsible to pay to the City a sum equal to 15% of the Vendor's gross sales through the date of the termination of the agreement.
3. Vendor agrees that upon termination of this contract, Vendor will immediately surrender the Facility to the City in as good condition as it was at the time of the commencement of the contract, normal wear and tear excepted. On termination of the agreement, Vendor shall surrender all keys to the City and shall promptly remove from the Facility any and all equipment and materials belonging to Vendor. If any equipment or materials remain in the Facility for more than ten (10) days after the date of termination, the City shall have the right to remove the same and to dispose of it as City shall see fit.
4. Vendor agrees to indemnify and hold the City harmless from any and all claims, causes of action, assessments or other matters that may arise from Vendor's use of the Facility and which may be attributable to the either deliberate acts, or negligence, of any of Vendor's employees during the operation of the Facility. This agreement to indemnify shall extend to all costs of litigation, if the same becomes necessary, including attorney

fees, court costs and any judgments that might be rendered against the City as a result of such litigation.

5. In the event that the City should place the Vendor on notice of a breach by the Vendor of any of the terms and conditions set forth in this contract, then in such event, the Vendor shall have ten (10) calendar days from date of such notice within which to cure the breach by the Vendor. Failure by the Vendor to cure the breach of the agreement within ten (10) calendar days after notice being given by the City, shall result in the immediate termination of this contract and the immediate relinquishment of possession of the Facility by the Vendor.
6. A waiver of any term or condition of this contract by either party shall not be deemed a waiver of any other terms and conditions and further shall not be deemed to be a waiver of such term or condition in the future. Should any term or condition of this contract be determined to be void or unenforceable, then such invalidity or unenforceability of such term or condition shall not operate to invalidate, or render unenforceable, any of the remaining terms and conditions of this agreement.
7. Vendor acknowledges that it is fully responsible for compliance with this contract and for the operation of the Facility as set forth herein. No sub-leasing or assignment of this contract by the Vendor will be allowed except upon approval by the City Council after a written request therefor being made by the Vendor. The City, for its part, covenants and agrees that it will not unreasonably withhold permission to sub-let or assign any portion of this agreement.
8. Vendor is prohibited from making any physical modifications to the Facility without first obtaining the written permission of the City to do so. Vendor shall not be allowed to post any signage on the exterior of the Facility with the exception of menus and pricing which must be removed at the close of business each day. The City agrees, however, that Vendor may display its logo on a removable sign attached to the exterior of the Facility. In this regard, Vendor shall comply with all of the sign ordinance regulations of the City and shall obtain a permit for such sign from the Code Enforcement Department.
9. The terms and conditions of this contract shall be construed in accordance with the laws of the State of Mississippi. The parties agree that venue for any litigation that might arise from any breach of this agreement shall be commenced in the Circuit Court of Jackson County, Mississippi.
10. No modifications or alterations of this agreement shall be allowed except in writing properly authorized and executed by the respective parties.

Witness the signatures of the parties by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

D'VINE SOUL FOOD

BY: \_\_\_\_\_

NORMA NELSON, OWNER

CITY OF PASCAGOULA, MISSISSIPPI

BY: \_\_\_\_\_

JOE HUFFMAN, CITY MANAGER

Councilman Stallworth made a motion to approve the renewal of the Professional Services for Concession Operation and Sales with D'Vine Soul Food as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

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

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Item KK regarding the MDA Retail Center Revitalization Grant was removed from the agenda tonight.

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

**ORDER**

**WHEREAS**, the attached docket of claims for the period of September 30, 2011, through October 14, 2011, has been presented to the City Council for allowance and approval; and

**WHEREAS**, the below claim numbers 09-02-01, 09-16-02, 09-30-03, and 09-04 have also been presented to the City Council for allowance and approval:

<u>September 2, 2011</u>		<u>Claim # 09-02-01</u>
010	General Fund	\$ 447,680.90
180	Code Enforcement Grant	4,052.36
400	Pascagoula Utilities	24,129.27
475	Transfer Station	11,158.69
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 487,577.11</u>

<u>September 16, 2011</u>		<u>Claim # 09-16-02</u>
010	General Fund	\$ 443,931.16

180	Code Enforcement Grant	3,376.93
400	Pascagoula Utilities	24,129.86
475	Transfer Station	11,162.99
480	Solid Waste Mgmt.	<u>500.29</u>
	Total	<u>\$ 483,101.23</u>

<u>September 30, 2011</u>		<u>Claim # 09-30-03</u>
010	General Fund	\$ 424,154.03
180	Code Enforcement Grant	4,052.36
400	Pascagoula Utilities	24,257.03
475	Transfer Station	11,205.81
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 464,225.12</u>

<u>Miscellaneous Claim</u>		<u>Claim # 09-04</u>
1000	City Share FICA	\$ 72,305.55
1100	City Share Medicare	16,910.13
7000	City Share PERS	<u>139,920.57</u>
	Total	\$ 229,136.25

**WHEREAS**, it appears that all of said claims are proper and should be allowed;

**NOW, THEREFORE, IT IS ORDERED** that all claims shown on said dockets are hereby allowed and approved for payment.

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 18<sup>th</sup> day of October, 2011.

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Councilman Stallworth made a motion to close the meeting to consider going into executive session. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

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(Mayor Maxwell left the meeting at 6:30 p.m.)

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Councilman Milstead made a motion to go into executive session to discuss litigation matters concerning a high volume gas customer (Pandle, Inc.); AT&T and the Shortcut Road project; and the Eubanks property on Ingalls Avenue. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". Mayor Pro Tem Abston then announced to the public and those in attendance that the Council had voted to go into executive session for the purpose stated above.

(Mayor Maxwell returned to the meeting at 6:33 p.m.)

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During executive session, the City Attorney provided an update on Pandle, Inc. and the litigation matter involving errors made in billing the gas account for this Plaintiff which resulted in significant under-charges over an extended period of time. The City Attorney advised that Pandle, Inc. has offered to pay \$150,000.00 on the past due amount which is approximately 18% of the amount due. The City Attorney also advised that Pandle, Inc. has requested the late fees, which are non-negotiable, be added to the amount offered for a total of \$177,513.70 to be paid over a period of 24 months. The monthly payments would be \$7,396.40.

After discussion, Councilman Wolverton made a motion to approve Pandle's offer of \$150,000 on the past due amount with the late fees of \$27,513.70 to be added to that amount for a total of \$177,513.70 to be paid in monthly installments of \$7,396.40. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-18-11)

Mr. Williams advised he will prepare a formal document on this matter for the Council to approve at the meeting on November 15, 2011.

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Councilman Abston then made a motion to end the executive session and return to open session. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The executive session ended at 6:45 p.m.

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There being no further business to come before the Council at this time, Councilman Abston made a motion to adjourn. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The meeting ended at 6:47 p.m.

**APPROVED:**

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Robert H. Maxwell, Mayor

**ATTEST:**

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Brenda J. Reed, Asst. City Clerk