

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 16, 2012, 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 16, 2012, at 6:00 p.m. Mayor Pro Tem Abston called the meeting to order with the following officials present:

Mayor Robert H. Maxwell  
Mayor Pro Tem 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 Pro Tem Abston welcomed everyone to the meeting and gave the invocation. The pledge of allegiance was recited before the commencing of business.

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Mayor Maxwell then recognized Sergeant Dale Gordon with the Pascagoula Police Department for his heroic efforts in saving the life of a young girl earlier this year after receiving an emergency call. Mayor Maxwell read and presented a proclamation and "*Life Saving Medal*" to Sergeant Gordon. The proclamation is spread on the minutes as follows:

***PROCLAMATION***

***WHEREAS***, Dale Gordon is a lifelong resident of Pascagoula and graduated from Pascagoula High School in 1979; and

***WHEREAS***, Dale Gordon became employed with the Pascagoula Police Department in 1988 and has advanced to the rank of Sergeant; and

***WHEREAS***, Sergeant Gordon has attended numerous training courses and is an exemplary officer in our Police Department; and

***WHEREAS***, on or about April 28, 2012, Pascagoula Police dispatchers received an emergency call that a three year old child had drowned near the area known as "The Point" in Pascagoula; and

**WHEREAS**, Sergeant Gordon was the first to respond and upon arrival noted that the child, who was lying at her mother's feet, was not responsive, had no pulse and was turning blue; and

**WHEREAS**, Sergeant Gordon began CPR on the little girl and detected a pulse and faint signs of breathing; and

**WHEREAS**, due to the heroic efforts of Sergeant Gordon and his immediate response to the scene, the young girl is alive and well and reunited with her family after a brief stay in the hospital.

**NOW, THEREFORE, I**, Robert H. Maxwell, Mayor of the City of Pascagoula do hereby proclaim this day, October 16, 2012, as

***“Sergeant Dale Gordon Day”***

in the City of Pascagoula and with great pleasure bestow upon Sergeant Gordon the *“Life Saving Medal”* as a token of our appreciation for his exemplary conduct on April 28, 2012. Be it known that his actions on that date reflect proudly upon the Pascagoula Police Department and upon Sergeant Dale Gordon whose immediate actions saved the life of the young girl involved.

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Robert H. Maxwell  
Mayor

Sergeant Gordon received a standing ovation from everyone in attendance for this heroic deed. The Council congratulated him on a job well done.

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Linda Lang Ishee, owner of Canvas and Cocktails, LLC, addressed the Council regarding the renewal of her alcohol permit application for another year. The renewal period will begin October 18, 2012, and end on October 18, 2013. Ms. Ishee advised that no alcohol will be sold or provided by Canvas and Cocktails, LLC, at the painting classes which will be held at the Arts on the Avenue building on Delmas Avenue. Classes are held on the third Thursday of each month between the hours of 6:30 p.m. and 8:30 p.m.

Councilman Stallworth made a motion to approve the request of Linda Lang Ishee, owner of Canvas and Cocktails, LLC, for the renewal of an alcohol permit for her painting classes at the Arts on the Avenue building for the period from October 18, 2012, through October 18, 2013, with the following conditions:

*The provisions contained in Rules 6, 8, 9, and 11 are waived to the extent that they are inconsistent with the applicants' intended use of the premises as presented to the City Council on October 16, 2012.*

*Rules 3 and 4 are also waived with respect to the 30 day notice and application process to the City Council.*

The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "NAY", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

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Frankie Godfrey, member of the Pascagoula Dugout Club, addressed the Council regarding an alcohol permit application at the Pascagoula Senior Center on Live Oak Avenue on November 1, 2012, between the hours of 7:00 p.m. and 9:00 p.m. Mr. Godfrey advised this is the kickoff meeting for the Pascagoula Dugout Club clay shoot fundraising event.

Councilman Stallworth made a motion to approve an alcohol permit application as requested by the Pascagoula Dugout Club for use of the Pascagoula Senior Center on Live Oak Avenue on November 1, 2012, between the hours of 7:00 p.m. and 9:00 p.m. with the following conditions:

*Rule 14 is waived as to any additional deposit for this permit since a deposit is required for rental of the facility.*

*With respect to Rule 8, they are required to have two (2) security officers present at all times during the event.*

*Rules 3 and 4 are also waived with respect to the 30 day notice and application process to the City Council.*

The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "NAY", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

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At this time, Councilman Stallworth introduced Myra Howard, Manager of Chocolates & More, and advised this is a new business that has opened on Delmas Avenue. Ms. Howard stated her business has provided coffee and pastries in the kitchen tonight and invited the Council to

sample them. She also presented a complimentary basket of assorted items to the Main Street Department. Councilman Corder and others thanked her for attending the meeting and welcomed Chocolates & More to the downtown area.

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

The first item for consideration was the minutes of the regular Council meeting of October 2, 2012, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to adopt and approve the minutes of the regular Council meeting of October 2, 2012, as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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Minutes of the Strategic Plan Steering Committee meeting on September 27, 2012, were acknowledged by the Council.

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The next item for consideration was the Arts on the Avenue Consignment Agreement as recommended by Jen Dearman, Community and Economic Development Director.

The agreement is spread on the minutes as follows:

***CONSIGNMENT AGREEMENT***

I, \_\_\_\_\_, hereinafter “Artist”, enter into this Consignment Agreement with the City of Pascagoula, hereinafter “City”, for the placement of my artwork for sale at Arts on the Avenue located at 618 Delmas Avenue subject to the following terms and conditions:

1. Artist hereby consigns to City for sale at City’s Arts on the Avenue, the artwork listed on Exhibit A. City accepts this consignment subject to the prices listed by Artist and will exert its best efforts to display Artist’s works of art for sale at the listed prices. Both City and Artist agree that Artist may submit additional pieces of work which will be added to the attached exhibit as the same become available. All artwork now listed on the attached exhibit, and which may subsequently be listed thereon, shall be subject to the terms and conditions of this consignment agreement.
2. Artist agrees to pay to City a sum equal to twenty-five (25) percent of the gross sales price of any of Artist’s works of art while the same are on display at Arts on the Avenue. Artist agrees to execute any and all documents necessary for Artist to receive payment

- for works of art sold pursuant to this agreement. Artist shall bear responsibility for the payment of any and all sales taxes that may be due from the sale of Artist's works of Art.
3. Artist assumes all responsibility and risk of loss for works of art placed at Arts on the Avenue by Artist and agrees to hold the City harmless from any liability due to partial or complete destruction of these works of art, theft, or vandalism, while the same are on display at Arts on the Avenue.
  4. Artist acknowledges that there is limited space at Arts on the Avenue for the display of artwork and that space is allocated on a "first come – first serve" basis. Placement of Artist's artwork at Arts on the Avenue shall be at the discretion of the City. Artist acknowledges that the City reserves the right to refuse consignment and that all artwork must be approved by the City prior to the same being displayed at Arts on the Avenue.
  5. Artist shall furnish City with all contact information including post office box, street and residence addresses, as well as email addresses and phone numbers so that City may contact Artist at any time during business hours to discuss the disposition of Artist's work at Arts on the Avenue, or for any other matters relating to this consignment agreement. Artist shall also furnish City with contact information for a third party of Artist's choosing should City not be able to get in touch with Artist.
  6. Artist acknowledges that artwork will be held on consignment for a period not to exceed six (6) months from the day the same is brought to the City for display at Arts on the Avenue. After the artwork has been on display for a period of six (6) months, the City may, in its discretion, remove the artwork from display, contact the Artist and require that the same be retrieved.
  7. The City agrees that it will maintain open hours at its Arts on the Avenue from 10:00 A.M. to 1:00 P.M. and 2:00 P.M. to 4:00 P.M., Monday through Friday, and that the general public will have sufficient access to view Artist's work and to purchase same. The City reserves the right, however, to change the hours of operation and, should it become necessary to do so, the City shall notify Artist at the address provided herein of such changes of business hours.
  8. The City agrees to collect all funds for the purchase of Artist's work. The City will not, under any circumstances, negotiate sales prices. The price listed by the Artist on the attached exhibit shall be the price that the City seeks to obtain. Artist shall be notified of sales and the City shall remit the sale proceeds to the Artist, minus the consignment fee, as soon as may conveniently be done after the sale is effected. Artist acknowledges that all disbursements from the City treasury must be approved by the City Council and that the City shall have at least forty-five (45) days from the date of sale within which to remit the sale proceeds to the Artist

9. Artist acknowledges that, due to space limitations, not all of Artist's work may be on display at any one time. The City will exert its best efforts to display as many of the Artist's works as possible. Artist agrees that City may use its discretion to rotate displays of Artist's works as time and space permit.
10. A waiver by City of any of the provisions set forth in this agreement shall not be deemed by Artist to be a permanent waiver of such provisions, and that a waiver of a certain condition by the City, shall not necessarily be a continuing waiver of that condition throughout the duration of this agreement. Should any of the terms and conditions set forth in this agreement be found to be invalid by a court of competent jurisdiction, then such invalidity of a term or condition shall not invalidate the remaining terms and conditions of this agreement and the same shall remain in full force and effect.
11. Both Artist and the City reserve the right to terminate this agreement at any time, with or without cause. Should the agreement be terminated at a time when Artist is due money from the sales of Artist's work, then the City shall remit the same to the Artist within forty-five (45) days after the termination of the agreement less any amounts due City. Upon termination of this agreement by either party, Artist shall have a period of ten (10) days from the date of termination within which to remove Artist's work from the Arts on the Avenue. Any artwork left by Artist beyond that period of time, shall be removed from display and stored at Artist's expense by City.
12. Artist agrees and understands that whenever the term "City" is used in this agreement, the same shall mean the City of Pascagoula, the City Manager, or the City Manager's designee.

Witness the signatures of the parties on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Artist

City of Pascagoula

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A to the agreement is as follows:

***EXHIBIT A***

Artist Name: \_\_\_\_\_

No.	Artwork Description	Price	Date In	Date Out
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Artist Signature: \_\_\_\_\_

Councilman Stallworth made a motion to approve the Arts on the Avenue Consignment Agreement and authorize the City Manager's designee to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 letter of assurance to HUD asserting that all future Consolidated Annual Performance and Evaluation Reports (CAPERs) will be submitted in accordance with regulation criteria as recommended by Jen Dearman, Community and Economic Development Director. The proposed letter is as follows:

October 16, 2012

Linda F. Tynes  
U. S. Department of HUD  
Jackson Field Office  
100 W. Capitol Street, Suite 910  
Jackson, MS 39269

RE: City of Pascagoula's CAPER

Dear Ms. Tynes,

Please accept this letter as assurance that the City of Pascagoula will submit all future Consolidated Annual Performance and Evaluation Reports (CAPERs) to HUD in accordance with the deadlines as stated in 24 CFR 85.40(b)(1), 24 CFR 91.520(a), and 91.105(d)&(e). Should you require additional information or if I can be of service in any manner, please do not hesitate to contact me.

Respectfully,

Robbie Maxwell  
Mayor

Councilman Stallworth made a motion to approve a letter of assurance to HUD asserting that all future Consolidated Annual Performance and Evaluation Reports (CAPERs) will be submitted in accordance with regulation criteria as recommended and authorize the Mayor to execute the letter. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder

“AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.  
(Approved 10-16-12)

(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 Revised Jolly McCarty Historic Depot (Facility) Agreement as recommended by Jen Dearman, Community and Economic Development Director.

The proposed agreement is spread on the minutes as follows:

### **REVISED FACILITY USE AGREEMENT**

This Agreement sets forth the terms and conditions associated with the use of the City of Pascagoula Main Street facilities. The terms of this Agreement are not subject to alteration unless agreed to in writing signed by both parties. This agreement must be reviewed annually by both the Singing River Art Association (SRAA) and the City of Pascagoula (City). The Main Street Director (MSD) shall be the City’s representative in this Agreement. This revised agreement replaces and supersedes all prior agreements.

**Facility Requested:** Jolly McCarty Historic Depot (Facility)

**Agreement Period:** October 16, 2012 through October 15, 2013

**Association Making Request:** Singing River Art Association

#### **SRAA Responsibilities/Guidelines:**

1. The SRAA shall notify MSD of all event dates and times at least one month prior to the start of the event. An annual event schedule shall be provided to MSD. Any changes made to the schedule must be provided in writing to MSD no later than 30 days prior to an event.
2. The SRAA shall report any maintenance problems to MSD no later than the morning after the problem is first noted by the SRAA. MSD will then place a work order for the problem to be corrected as soon as possible.
3. All changes or improvements made to the Facility must be requested in writing and approved by the MSD prior to any action being taken by the SRAA.
4. The SRAA will report all accidents or injuries requiring medical assistance to the MSD in writing within 48 hours of the incident.
5. All signs to be placed on fences or buildings must be approved by the City Council.
6. Any classes that will be held at the Facility will be scheduled according to the instructor agreement in consultation with the SRAA and MSD.
7. For any classes held at the Facility, the City will receive a percentage of instructor fees which will be determined by the MSD and SRAA.

8. Any artwork sold at the Facility will be subjected to a 10% consignment fee to be collected by the SRAA and remitted to the City.
9. Each artist must sign an agreement with the SRAA before any artwork can be brought to the Depot for sale. The standard artist agreement must be approved by the MSD. If and when any changes are made to this standard agreement, the SRAA is to notify MSD for approval.
10. The City will not be responsible for items left at the Facility for sale. The artists are responsible for picking up their items at least 72 hours before landfall of any named storm system that endangers the Mississippi Gulf Coast area.

**City Responsibilities:**

1. The City will provide a safe and clean Facility for the SRAA meetings and events.
2. The City will allow the SRAA to use the Facility for meetings and registration at no cost as long as the meetings are held within business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. MSD shall be notified one month in advance of any event that will take place after business hours.
3. If the Facility is used after regular business hours of operation, it must be cleaned by the SRAA.
4. The MSD will serve as a liaison on the SRAA Board of Directors.
5. The City will empty trash barrels at the Facility on Mondays and Fridays. Special events and other functions requiring extra trash removal must be approved by the MSD.
6. The City will pay all utilities for the Facility.
7. The City may charge the SRAA a fee for repair of damages to the Facility caused by the negligence of the SRAA or its invitees. The SRAA may also be charged for items lost or damaged such as locks or equipment.

MSD is here to assist the SRAA in any way to make the use of the Facility a success. SRAA must keep the MSD informed of any other needs the SRAA may have in connection with the use of the Facility.

The City reserves the right to terminate this Agreement at any time with a 30-day written notice to the SRAA.

**Singing River Art Association**

By: \_\_\_\_\_  
 President/Chairperson

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Mailing Address

\_\_\_\_\_  
 Phone Number

**City of Pascagoula**

By: \_\_\_\_\_

Main Street Director

\_\_\_\_\_

Date

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

Phone Number

Councilman Stallworth made a motion to approve the revised Facility Use Agreement and authorize the Main Street Director to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

(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 CDBG Citizen Participation Plan as recommended by Jen Dearman, Community and Economic Development Director.

The plan is spread on the minutes as follows:

**CITIZEN PARTICIPATION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CITY OF PASCAGOULA**

Purpose of the Plan

The purpose of this Citizen Participation Plan is to develop an effective citizens’ participation process which affords maximum opportunity for the following persons or groups to participate in the planning, development, and implementation of the City of Pascagoula’s Consolidated Strategy and Plan, Action Plan, Substantial Amendments, and Consolidated Annual Performance Evaluation Report (CAPER) for Community Development: all citizens of Pascagoula including minorities, non-English speaking persons, persons with mobility, visual or hearing impairments, persons with HIV/AIDS and their families, and homeless persons; residents of public housing and other assisted housing; public and private agencies that provide assisted housing, health services, and social services; other public agencies; non-profit organizations; and other interested persons or groups.

This plan is prepared and adopted to satisfy the requirements of the rules governing the Consolidated Strategy and Plan promulgated by the U.S. Department of Housing and Urban Development as stated in 24 CFR 91.105. The Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan and the Performance Report.

Finally, this Plan replaces and supersedes the Citizen Participation Plan adopted by the City

Council of the City of Pascagoula on December 8, 2005, and any other Citizen Participation Plans heretofore adopted by the City of Pascagoula.

### The Consolidated Strategy and Plan

The Consolidated Strategy and Plan combines the planning, application and reporting requirements for the following programs:

- Community Development Block Grant (CDBG)
- Home Investment Partnerships (HOME)
- Housing Opportunities for People with AIDS (HOPWA)
- Emergency Shelter Grants (ESG)

It is important to note that Pascagoula is an "entitlement" city under the terms of the Community Development Block Grant Program. Pascagoula is not a "formula entitlement" city under the terms of the HOME, ESG, and HOPWA formula programs and, therefore, does not receive annual allocations of funding for these programs. Other agencies must apply for ESG funding on a competitive basis. They must compete for funding with agencies throughout the State of Mississippi. HOPWA funds are provided to the State under a formula entitlement. The State will provide direct assistance to persons with HIV/AIDS; therefore, local agencies and jurisdictions will not be able to apply for HOPWA funding.

Among the purposes of the Consolidated Plan are the following:

- To enable communities to view HUD programs, not as isolated tools to solve narrow functional problems, but rather as an invitation to embrace a comprehensive vision of housing and community development.
- To include in a comprehensive plan or vision of affordable housing, adequate infrastructure, fair housing, protection of the environment, enhancement of civic design, and vigorous economic growth coordinated with human development.
- To enable communities to apply this comprehensive approach to helping the homeless in a continuum of care by promoting a comprehensive system for moving individuals and families from homelessness to permanent housing.
- To reduce the amount of unnecessary paperwork and enable HUD to work creatively with local governments to provide a forum for planning an integrated approach.
- To improve program accountability and support results-oriented management by establishing clear priority needs and goals; providing more timely and readable information on needs, goals, and proposed projects to citizens; providing measurable indicators of progress; and reporting on progress against these measures.
- To facilitate "bottom up" planning by creating a planning process which renews commitment and generates new citizen involvement.
- To ensure that the needs and resources of public housing authorities are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low income residents locally.
- To make integrated efforts to identify and take measures to overcome impediments to fair housing as an integral part of their comprehensive planning efforts.

### Participation

The Citizen Participation Plan will provide for and encourage citizens' participation by providing individual citizens, groups, public agencies, non-profit entities, and other interested parties open and free access to all aspects of the planning, development and implementation process.

### *Interagency Notification*

In an effort to encourage participation and feedback, during each program year cycle, the City will send written notification to all known social service agencies, non-profits and other community organizations of the development of the Consolidated Plan, Action Plan, any substantial amendments to the Consolidated Plan and the Performance Report.

### *Public Hearings*

During each program year cycle, at least two (2) public hearings will be conducted: one during the Citizen Participation planning process and the second on the performance (CAPER) at the end of the year to obtain the views of citizens and to respond to proposals and questions. These hearings address housing and community development needs, development of proposed activities, and review of program performance. These hearings will be conducted to obtain the views of citizens, public agencies and other interested parties on non-housing community development, housing, and supportive needs of the community. Additionally, the hearings will be used to assist in identifying priority needs and may include a Performance Report on the current program year and related community development activities.

The City will hold a public hearing during the planning and development stages of the Consolidated Plan. This hearing will be held at least thirty (30) days prior to the publication of the Consolidated Plan to allow for an adequate comment period. *A sample Notice of Public Hearing is included at the end of this appendix.*

### Rules Governing Public Hearings

The following rules will be adhered to in the public hearing process:

- Citizens will be given timely notice so that they will be encouraged to attend public hearings. Public hearings will be conducted at City Hall or the Department of Community and Economic Development which are both handicap accessible, centrally located and conveniently accessible to all citizens.
- The City will publish a "Notice of Public Hearing" in a non-legal section of a newspaper having general circulation in the City, at least fourteen (14) days prior to the hearing.
- Hearings will be conducted on weekdays after normal working hours in order to afford maximum opportunity for attendance.
- Public hearing notices will emphasize and encourage the need for participation by the low, very low, and extremely low income residents where housing and community development funds will be spent.
- The City will post notices of the public hearings at the Public Library, the Department of Community Development and City Hall.
- Citizens will be given an opportunity to comment orally or in writing, and the City will respond to proposals and comments at the hearing and at all stages of the Consolidated Plan development process.

- The public hearing for the Consolidated and Action Plans will be held at least thirty (30) days prior to the publication of Plans to allow for an adequate comment period.
- Because the City of Pascagoula has a very small non-English speaking population (4.0% according to 2010 census), Pascagoula has yet to have an issue where there are or have been a significant number of non-English speaking residents in attendance. Should this issue arise, the City will make every effort to print public notices in alternate languages and provide a translator for the meeting to ensure all residents' needs are addressed.

### *City Council Meeting*

A second opportunity for public comment will occur during the implementation stages of the program as part of a regularly scheduled City Council meeting. In order to review and assess performance and progress in the implementation of the Consolidated Plan and specifically, the CDBG program activities, prior to final approval by the Mayor and Council and submission to HUD, citizens will be given an opportunity to comment on the Draft Plan, Amendments and/or Performance Reports during the public comment portion of the meeting. Council meetings are open to the public.

### Access to Information

This Citizen Participation Plan is designed to encourage full and open access to information relative to the Consolidated Strategy and Plan during the planning, development, and implementation process. This plan encourages participation by low and moderate income persons, particularly those living in slum and blighted areas, and by residents of low and moderate income areas.

The following are requirements of the Citizen Participation Plan which are focused toward ensuring that citizens have access to information:

- In accordance with HUD requirements, citizens will be given an opportunity to review and comment on the original Citizen Participation Plan and on substantial amendments to the Plan prior to its adoption and implementation. The City will publish a Notice of Availability of Draft of the Citizen Participation Plan and will allow for a 30 day comment period and provide locations of where the Plan is available to the public. *A sample Notice of Availability of Draft is included at the end of this appendix.*
- This Citizen Participation Plan requires that before the City adopts the Consolidated Strategy and Plan, the City will make available to citizens, public agencies and other interested parties, information that includes the amount of assistance the City expects to receive and the range of activities that may be undertaken including the estimated amount that will benefit persons of low and moderate income. This information will be a Consolidated Strategy and Plan Fact Sheet that will be provided at public hearings and will be posted at City Hall, the Public Library, and the Department of Community Development.
- Citizens will be given an opportunity to review and submit comments, during the public comment period as stated in the Notice of Availability and at public hearings and meetings, on any proposed submission (to HUD) concerning the amount of funds available, including the amount to benefit low, very low, and extremely low income residents.

- This Citizen Participation Plan requires that the City of Pascagoula publish the Consolidated Plan in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine its contents and to submit comments. In an effort to comply, a Public Notice will be published to inform all citizens and other parties of the availability of the Consolidated Plan, Action Plan, Substantial Amendments, and CAPERs for public review and comment at least thirty (30) days prior to HUD submission. The notice will be a summary of the Consolidated Plan that will be published in the non-legal section of the local newspaper. Notices and copies of the Consolidated Plan, Action Plan, Substantial Amendments, or CAPERs will be posted in the offices of Community Development, City Hall, and the Public Library for public review and comment at least thirty (30) days prior to HUD submission. These locations will be included in the notice as well. *A sample Notice of Availability of Information Relative to the City of Pascagoula's 2012 One-Year Action Plan is included at the end of this appendix.*
- Citizens and other interested parties will have access to records relative to the planning, development, and implementation of the Consolidated Strategy and Plan for at least five years.
- The City will post notices of the public hearings and copies of the relevant document at the Public Library, the Department of Community Development and City Hall.
- Citizens will be given access to the City's plans for minimizing displacement and its plans to assist those displaced as a result of activities. A copy of the City's adopted Residential Antidisplacement and Relocation Assistance Plan sets out the City's plans for minimizing displacement and its plans to assist those displaced. The amount of dislocation assistance to be provided is included. This plan will be available for public review at the City of Pascagoula's office of Community Development on Delmas Avenue between the hours of 9:00AM and 4:00PM, Monday through Friday, except for official holidays.
- In accordance with HUD requirements, the City of Pascagoula will notify the City of Gautier, the City of Moss Point, and Jackson County when Pascagoula is preparing a description of priority non-housing community development needs. Pascagoula will consult with these adjacent local governments relative to problems and solutions that go beyond the single jurisdiction.
- The City of Pascagoula will submit its non-housing community development plan to the State of Mississippi and to Jackson County.
- Finally, in an effort to ensure access to information, those who attended hearings, planning meetings and submitted written comments shall be provided copies of HUDs responses to submissions.
- The Consolidated Plan as adopted, Substantial Amendments, and Performance Reports shall be made available to the public. See attached notice.

#### Consideration of Views and Comments

In the preparation and development stages of the Consolidated Plan, the City shall give consideration to the views of the citizens, public agencies and others.

- The Consolidated Plan shall include a summary of citizens' comments and a written explanation of the comments not accepted and the reasons why the comments were not accepted.

### Amendments

The rules governing the development of the Consolidated Plan require that the City of Pascagoula identify in its Citizen Participation Plan the criteria it will use in determining what constitutes a substantial amendment to the Consolidated Plan. These substantial amendments shall be subject to the Citizen Participation requirements set out in this Citizen Participation Plan.

For the purposes of this Citizen Participation Plan, a substantial amendment shall exist, and the approved Consolidated Plan shall be amended, whenever the City of Pascagoula makes one of the following decisions:

1. any reallocation of the CDBG budget that changes the budget by increasing or decreasing the total annual amount allocated to the subrecipient by 51%, or
2. to make a change in its allocation priorities or a change in the method of distributing funds;
3. to carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
4. to change the purpose, scope, location or beneficiaries of an activity.

### Process for Substantial Amendments

The City of Pascagoula's process for making substantial amendments shall include at least one public hearing at which time the City shall explain the proposed amendment and provide citizens an opportunity to comment orally or in writing. Notice of the hearing shall be in accordance with the requirements of this Plan.

The City shall make the amendment public by publishing and posting a Notice of Amendment of the Consolidated Plan and giving citizens at least thirty (30) days to comment on the amendment. The Notice of Amendment shall explain the reason for the amendment. Amendments will be posted in the offices of Community Development, City Hall, and the Public Library for public review and comment for at least thirty (30) days.

Citizens; comments received at the public hearing and during the 30-day comment period shall be considered by the City of Pascagoula in preparing the amendment to the Consolidated Plan. A summary of these comments or views and a summary of any comments or views not accepted and the reasons therefor, shall be attached to the substantial amendment of the Consolidated Plan.

### Performance Reports

Citizens shall be given reasonable notice and an opportunity to comment on Performance Reports. The City of Pascagoula will publish a notice of Availability of Performance Report in a local newspaper and will post the notice in the Public Library and the Department of Community Development. A sample Notice of Availability of Performance Report is included at the end of this appendix.

Citizens will be given at least fifteen (15) days to comment, orally or in writing, prior to submission of the Performance Report to HUD. The City of Pascagoula will consider any comments or views of citizens received in writing or orally at public hearings. A summary of the comments shall be attached to the Performance Report.

#### Technical Assistance

If requested by low, very low, and extremely low income groups, technical assistance will be provided in developing proposals under the consolidated submission. No funds will be provided to groups seeking technical assistance.

The City will provide general information, specific information, or technical assistance regarding its consolidated submission to any citizen, citizen group, or organization requesting such information or assistance for the purpose of participating in the development, implementation, or evaluation of the Program. Formal requests for such information or technical assistance should be in writing and addressed to the Community Development Director, City of Pascagoula, 630 Delmas Avenue, Pascagoula, MS 39568.

The written requests for technical assistance shall include (1) the name, mailing address, and telephone number of the citizen or representative of a citizen group; (2) an explanation of the information or assistance needed; and (3) a convenient time and date for a meeting between the Community Development staff and that citizen or group.

#### Complaints

The City will provide a substantive written response to written complaints concerning the Consolidated Plan, Substantial Amendments thereto, and Performance Reports within fifteen (15) working days of receipt of complaints. Written complaints shall be addressed to the Community Development Director, City of Pascagoula, 630 Delmas Avenue, Pascagoula, MS 39568.

### **NOTICE OF AVAILABILITY OF THE CITY OF PASCAGOULA AMENDED CITIZEN PARTICIPATION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has amended its Citizen Participation Plan for the Community Development Block Grant (CDBG) program. The Citizen Participation Plan aims to provide for and encourage citizens to participate in the development of the City of Pascagoula's Consolidated Plan, Action Plan, Substantial Amendments, and Consolidated Annual Performance Evaluation Report (CAPER). This plan amends and supersedes the City's existing Citizen Participation Plan, adopted in compliance with the requirements of 24 CFR 91.105.

The amended Citizen Participation Plan is available for public review at the following locations:

-City of Pascagoula, Department of Community and Economic Development

- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and can be submitted until 4:30PM on *(insert date)* to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39567.

For additional information pertaining to the amended Citizen Participation Plan, contact the Community and Economic Development Department at (228) 938-6639.

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**To be Published One (1) Time, Non-Legal, on *(insert date)* in the *Mississippi Press*.**

**NOTICE OF PUBLIC HEARING  
CITY OF PASCAGOULA  
*(Insert fiscal year)* ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to provide input and participate in the planning, development and implementation of the *(insert fiscal year)* One-Year Action Plan.

The One-Year Action Plan, a component of the City of Pascagoula's Five-Year Consolidated Plan, is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Mississippi Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, is a required document of the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines the requirements of the following four HUD Community Planning and Development formula grants:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)
- Emergency Shelter Grants
- Housing Opportunities for Persons with AIDS (HOPWA)

**The hearing will be held on *(insert date)*, in the City Council Chambers located at 603 Watts Avenue in Pascagoula.**

All interested parties are urged to attend, particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

For questions, please contact the Community and Economic Development Department at (228) 938-6639.

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**To be Published: *(insert date)*, Non-legal, in the *Mississippi Press***

**NOTICE OF AVAILABILITY OF DRAFT  
CITY OF PASCAGOULA  
(Insert fiscal year) ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has prepared a draft of its *(insert fiscal year)* One-Year Action Plan for its Community Development Block Grant (CDBG) and HOME Programs. Pascagoula is an entitlement city under the CDBG Program and, therefore, expects to receive an allocation of about *(insert funding amount)* from HUD in *(insert fiscal year)*.

The *(insert fiscal year)* One-Year Action Plan is a component of the City of Pascagoula's *(insert fiscal year period)* Five-Year Consolidated Plan. It is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Region VIII Housing Authority, social service agencies, private groups, non-profit organizations, and citizens interested in identifying the housing and community development needs of the low and moderate income persons of Pascagoula and developing a strategy and plan for meeting those needs. The *(insert fiscal year)* Action Plan sets forth activities to be carried out with CDBG funds during the period between *(insert activity(s) period)*. The *(insert fiscal year)* One-Year Action Plan is available for public review at the following locations:

- City of Pascagoula, Department of Community Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and can be submitted until 4:30PM on *(insert date)* to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39567.

For additional information pertaining to the *(insert fiscal year)* Action Plan, contact the Community and Economic Development Department at (228) 938-6639.

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**To be Published One (1) Time, Non-Legal, on *(insert date)* in the *Mississippi Press*.**

**NOTICE OF AVAILABILITY OF INFORMATION RELATIVE TO  
THE CITY OF PASCAGOULA'S  
(Insert fiscal year) ONE-YEAR ACTION PLAN**

Notice is hereby given that information relative to the planning, development and implementation of Pascagoula's *(insert fiscal year)* One-Year Action Plan Component of the Consolidated Plan for Housing and Community Development required by the US Department of Housing and Urban Development is available for review.

Information and documents available include but are not limited to the following:

- CDBG General Program Rules and Regulations;
- Citizen Participation Plan for the Consolidated Plan; and
- A Residential Anti-displacement and Relocation Assistance Plan for the City of Pascagoula.

Information listed above and other records relative to the One-Year Action Plan, are available at the Department of Community Development of the City of Pascagoula located at 630 Delmas Avenue between the hours of 9:00AM and 4:30PM, Monday-Friday. Information relative to the planning of the Consolidated Plan and the Action Plan is available for a period of at least five (5) years. Please contact the Community and Economic Development Department at (228) 938-6639 for further information.

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**To be published one (1) time, (*insert date*), in the *Mississippi Press*, Non-legal**

**NOTICE OF PUBLIC HEARING  
CITY OF PASCAGOULA  
(*Insert fiscal year*) CONSOLIDATED ANNUAL PERFORMANCE  
AND EVALUATION REPORT (CAPER)**

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to allow for participation in the development and implementation of the (*insert fiscal year*) CAPER.

**The hearing will be held on (*insert date*), at 5:30PM, in the City Council Chambers located at 603 Watts Avenue in Pascagoula.**

All interested parties are urged to attend including other local governments, the Mississippi Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, and particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

The CAPER will be received by HUD no later than (*insert date*). Please contact the Community and Economic Development Department at (228) 938-6639 for further information, or if you would like to receive a copy or make comment on the Performance Report.

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**To be Published: (*Insert date*), Non-legal, in the *Mississippi Press***

**NOTICE OF AVAILABILITY OF PERFORMANCE REPORT  
CITY OF PASCAGOULA**

(insert fiscal year) **CAPER REPORT**

Notice is hereby given that the Community and Economic Development Department of the City of Pascagoula, Mississippi has prepared the Consolidated Annual Performance and Evaluation Report (CAPER) for (insert evaluation period) for the Community Development Block Grant (CDBG) program. This Report, prepared for the Department of Housing and Urban Development (HUD), includes a summary of activities that received CDBG funding during the (insert fiscal year) grant period. The purpose of the CDBG program is to meet community and economic development, public service, and housing needs in the City of Pascagoula. The City of Pascagoula's CAPER is available for public review at the following locations:

- City of Pascagoula, Department of Community Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least fifteen (15) business days from the date of publication of this notice and can be submitted until 4:30PM on (insert fiscal year) to the Pascagoula Community and Economic Development Department at 630 Delmas Avenue, Pascagoula, MS 39567.

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**To be Published One (1) Time, Non-Legal, on Thursday, (insert fiscal year) in the Mississippi Press.**

Councilman Stallworth made a motion to adopt the CDBG Citizen Participation Plan as presented and as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 Order for the public inspection of the 2012-2013 Motor Vehicle Assessment Schedule as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

**ORDER**

**WHEREAS**, pursuant to the provisions of the Motor Vehicle Ad Valorem Tax Law of 1958 (Section 27-51-1 et seq., Mississippi Code of 1972) the State Tax Commission has

prepared a Motor Vehicle Assessment Schedule for the 2012-2013 fiscal year, which has been made available to the City; and

**WHEREAS**, said schedule is acceptable to the City Council;

**NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:**

1. That said schedule is available for inspection by any interested taxpayer.
2. That on Tuesday, November 6, 2012, at 6:00 P. M. this City Council shall hold a meeting in the City Hall located at 603 Watts Avenue, Pascagoula, Mississippi, to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction of any portion or portions of said assessment schedule affecting the complainant directly.

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Milstead, and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor Pro Tem then declared the Order adopted on the 16<sup>th</sup> day of October, 2012.

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The next item for consideration was a Resolution terminating the LaPointe-Krebs Interlocal Governmental Agreement between the City and Jackson County as recommended by Eddie Williams, City Attorney.

The Resolution is spread on the minutes as follows:

**RESOLUTION OF THE CITY COUNCIL OF PASCAGOULA,  
MISSISSIPPI, TERMINATING THE INTERLOCAL  
GOVERNMENTAL AGREEMENT BETWEEN  
JACKSON COUNTY, MISSISSIPPI, AND THE CITY OF  
PASCAGOULA, MISSISSIPPI, FOR THE RESTORATION,  
PRESERVATION, MANAGEMENT, AND  
MAINTENANCE OF THE OLD SPANISH FORT**

**WHEREAS**, on or about May 7, 2007, the Pascagoula City Council entered into an Interlocal Governmental Agreement with Jackson County, Mississippi, for the Restoration,

Preservation, Management, and Maintenance of the Old Spanish Fort (also known as the LaPointe-Krebs House); and

**WHEREAS**, said Interlocal Governmental Agreement provided that Jackson County shall budget Fifty Thousand Dollars (\$50,000.00) annually for the restoration, preservation, maintenance, and management of the LaPointe-Krebs House; and

**WHEREAS**, since 2007, Jackson County has been providing said funding to the City of Pascagoula, and the City of Pascagoula has been charged with restoring, preserving, maintaining, and managing the LaPointe-Krebs House; and

**WHEREAS**, subsequently in 2011, the Mississippi Legislature by House Bill Number 1549 (Regular Session 2011), authorized the creation of the LaPointe-Krebs Foundation, Inc.; and

**WHEREAS**, the LaPointe-Krebs Foundation, Inc., has been duly incorporated as a non-profit organization and is now the entity responsible for preserving, maintaining, and operating the LaPointe-Krebs House; as such, the Foundation shall receive the County's annually allocated funds for that purpose; and

**WHEREAS**, the City of Pascagoula is no longer the entity responsible for restoring, preserving, managing, and maintaining the LaPointe-Krebs House; and as such, the City shall no longer receive the County's annually allocated funds for that purpose:

**NOW, THEREFORE IT IS HEREBY RESOLVED**, that the City Council of Pascagoula, Mississippi, hereby authorizes the termination of the Interlocal Agreement Between Jackson County, Mississippi, and the City of Pascagoula, Mississippi, for the Restoration, Preservation, Management, and Maintenance of the Old Spanish Fort (also known as the LaPointe-Krebs House).

**BE IT FURTHER RESOLVED**, that the Fifty Thousand Dollars (\$50,000.00) budgeted by Jackson County for fiscal year 2011-2012 and allocated to the City under the aforementioned Interlocal Agreement be transferred by the County to the LaPointe-Krebs Foundation, Inc.

The above Resolution was introduced by Councilman Stallworth, seconded for adoption by Councilman Milstead, and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor Pro Tem then declared the Resolution adopted on the 16<sup>th</sup> day of October, 2012.

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The next item for consideration was a request to advertise the resources of the City of Pascagoula by authorizing the Parks & Recreation Department to host Trunk 'r' Treat downtown on October 31, 2012, and providing 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place awards in the amount of \$48.50, as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Stallworth made a motion to approve advertising the resources of the City of Pascagoula by authorizing the Parks & Recreation Department to host Trunk 'r' Treat downtown on October 31, 2012, and providing 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> place awards in the amount of \$48.50 as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".  
(Approved 10-16-12)

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Next for consideration was a request to place Haunted House signs (political size) two weeks prior to the event at various intersections and public locations as recommended by Darcie Crew, Parks & Recreation Director. The Haunted House will be hosted by the Parks & Recreation Department and will be held on October 27, 28 & 31, 2012, 7:00 - 10:00 p.m.

Councilman Stallworth made a motion to approve the request to place Haunted House signs (political size) two weeks prior to the event at various intersections and public locations as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".  
(Approved 10-16-12)

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The next item for consideration was an extension of the Ball Field Maintenance Agreement with Turf Masters Lawn Care, Inc., Pascagoula, MS, for one year starting on November 6, 2012, and ending November 5, 2013. The amount of the current agreement is \$33,675.00 plus ball field lining at approximately \$20,325.00. There is no proposed increase for the extension.

Councilman Stallworth made a motion to approve an extension of the Ball Field Maintenance Agreement with Turf Masters Lawn Care, Inc., Pascagoula, MS, for one year starting on November 6, 2012, and ending November 5, 2013, at the same amount of \$33,675.00, plus ball field lining at approximately \$20,325.00, as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 request for payment of \$3,000.00 for postage funds for the direct debit/postage on call meter setting service with Neo-Post at City Hall as recommended by Brenda Reed, Asst. City Clerk. The postage payment is handled through an electronic funds transfer (EFT) instead of the docket of claims.

Councilman Stallworth made a motion to approve payment of \$3,000.00 for postage funds for the direct debit/postage on call meter setting service with Neo-Post at City Hall as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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The Municipal Compliance Questionnaire for the period from October 1, 2011, to September 30, 2012, was filed by Bobby Parker, City Clerk/Comptroller.

Councilman Stallworth made a motion to accept the Municipal Compliance Questionnaire for October 1, 2011, to September 30, 2012, as presented. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 Budget Amendment 12.55 in the General Fund and the D & R Fund to reallocate budget provisions as necessary as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the General Fund's or the D & R Fund's fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 12.55  
October 16, 2012**

	<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>General Administration:</u></b>			
- <b><u>Personal Services:</u></b>			
- <b>Salaries &amp; Wages</b>	86,602	100	86,702
-			
- <b><u>Fire Fighting:</u></b>			
- <b><u>Personal Services:</u></b>			
- <b>Salaries &amp; Wages</b>	2,147,201	71,500	2,218,701
-			
- <b><u>Field Services:</u></b>			
- <b><u>Personal Services:</u></b>			
- <b>Salaries &amp; Wages</b>	1,635,062	(71,600)	1,563,462
-			
<b>Total Expenditures</b>	<b>3,868,865</b>	<b>-</b>	<b>3,868,865</b>
-			
-			
<b><u>Disability &amp; Retirement Fund</u></b>			
-			
<b><u>Expenditures:</u></b>			
- <b><u>Disability &amp; Retirement Funding:</u></b>			
- <b><u>Other Services &amp; Charges:</u></b>			
- <b>MS Retirement System</b>	632,481	337,500	969,981
-			
<b>Total Expenditures</b>	<b>632,481</b>	<b>337,500</b>	<b>969,981</b>
-			
<b><u>Revenues:</u></b>			
- <b><u>Taxes:</u></b>			
- <b>Ad valorem taxes</b>	(510,933)	(337,500)	(848,433)
-			
<b>Total Revenues</b>	<b>(510,933)</b>	<b>(337,500)</b>	<b>(848,433)</b>
-			
<b>Net Change in Fund Balances</b>		<b>-</b>	

<b>To amend budget in order to reallocate budget provisions as needed.</b>		
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Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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The next item for consideration was Budget Amendment 13.01 in the Transfer Station Fund for the cleaning of the pit as recommended by Bobby Parker, City Clerk/Comptroller. This amendment results in a reduction of fund balance of the Transfer Station Fund. There is no effect on the General Fund’s fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 13.01  
October 16, 2012**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Transfer Station Fund</u></b>	-	-	-
<b><u>Expenditures:</u></b>	-		-
<b><u>Other Services &amp; Charges:</u></b>			
<b>Building Repair Services</b>	-	16,000	16,000
<b>Total Expenditures</b>	-	16,000	16,000
<b>Net Change in Fund Balance - Transfer Station Fund</b>		<u>(16,000)</u>	
<b>To amend budget to provide expenditure authority for cleaning &amp; sanitizing the collection pit at the Transfer</b>			

<b>Station building.</b>			
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Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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The next item for consideration was Budget Amendment 13.02 in the Special Tax (Recreation) Fund for the carryover of the unused portion of the original budget for Parks & Recreation Master Plan as recommended by Bobby Parker, City Clerk/Comptroller. This amendment results in a reduction of fund balance of the Special Tax (Recreation) Fund. There is no effect on the General Fund’s fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 13.02  
October 16, 2012**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Special Tax (Recreation) Fund</u></b>	-	-	-
-	-		-
<b><u>Expenditures:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Professional Services			
- Other	0	900	900
-			
<b>Total Expenditures</b>	<b>0</b>	<b>900</b>	<b>900</b>
<b>Net Change in Fund Balance - Special Tax (Recreation) Fund</b>		<b>(900)</b>	
<b>To amend budget to provide expenditure authority for the carryover of the unused portion</b>			

of the original 2012 budget for the P & R Master Plan.			
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Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.  
(Approved 10-16-12)

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The next item for consideration was Budget Amendment 13.03 in the Capital Projects Fund for the amendment to the MOU for the Historic Pathway project grant revenue and related expenses as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the Capital Projects Fund’s fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 13.03  
October 16, 2012**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Capital Projects Fund</u></b>	-	-	-
<b><u>Revenues:</u></b>	-		-
-	-		-
-	-		-
- <b><u>Grants:</u></b>	-		-
-     Historic Pathway	1,602,766	322,654	1,925,420
-     Historic Pathway-Match	400,692	64,531	465,223
-	-		-
<b>Total Revenues</b>	<b>2,003,458</b>	<b>387,185</b>	<b>2,390,643</b>
<b><u>Expenditures:</u></b>	-		-
-			
- <b><u>Capital Projects:</u></b>			
- <b><u>Capital Outlay:</u></b>			
-         Capital Projects	1,602,766	322,654	1,925,420
-         Capital Projects-Match	400,692	64,531	465,223
-			
<b>Total Expenditures</b>	<b>2,003,458</b>	<b>387,185</b>	<b>2,390,643</b>

<b>Net Change in Fund Balance</b>		-
<b>To amend budget to provide expenditure authority for the amended MOU for the Historic Pathway project as approved by Council on August 7, 2012.</b>		

Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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The next item for consideration was Budget Amendment No. 13.04 in the General Fund for the Planning, Inspections and Engineering Departments, as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 13.04  
October 16, 2012**

	<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>Planning, Inspections, Engring:</u></b>			
- <b><u>Capital Outlay:</u></b>			
- <b>Capital Maintenance</b>	<b>15,000</b>	<b>11,400</b>	<b>26,400</b>
- <b>Total Expenditures</b>	<b>15,000</b>	<b>11,400</b>	<b>26,400</b>

<b>Net Change in Fund Balance - General Fund</b>		<b>(11,400)</b>	
<b>To amend budget to provide expenditure authority for the carryover of the unused portion of the original 2012 budget for the renovations.</b>			

Councilman Stallworth made a motion to approve the budget amendment as presented and as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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The next item for consideration was a request to advertise for bids for the new Fire Department training/storage building as recommended by Robert O’Sullivan, Fire Chief.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for bids for the new Fire Department training/storage building as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-16-12)

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The next item for consideration was a contract proposal from Eco-Systems, Inc., Jackson, MS, in the amount not to exceed \$15,000.00 for assistance in the implementation of Storm Water Phase II for FY 2013 as recommended by Steve Mitchell, Operations Manager.

October 1, 2012

Mr. Steve Mitchell  
Operations Manager  
City of Pascagoula  
Post Office Drawer 908  
Pascagoula, Mississippi 39568-0908

Re: The City of Pascagoula's Phase II Stormwater Implementation for Fiscal Year  
2013

Dear Mr. Mitchell,

Eco-Systems, Inc. (Eco-Systems) is pleased to provide this proposal to you regarding the implementation of Pascagoula's Stormwater Management Program. As you may know, Eco-Systems has assisted the City of Pascagoula with the preparation of two stormwater management programs (2002 and 2008) as well as with the implementation of those programs over the past ten years. Eco-Systems would appreciate the opportunity to assist the City of Pascagoula with implementation of the City's Stormwater Management Program for the 2013 Fiscal Year.

#### **SCOPE OF WORK**

Eco-Systems proposes to assist the City of Pascagoula with the implementation of the stormwater management program during the 2013 fiscal year by providing logistical support for tasks associated with each of the six minimum measures listed below:

- Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Stormwater Management
- Post Construction Stormwater Management
- Pollution Prevention and Good Housekeeping

Specific elements of the scope of work are detailed in the existing Stormwater Management Plan and include but are not limited to the following: education of city employees, elected officials, and building contractors; conducting annual and semi-annual inspections of water quality within the city; facilitation of quarterly Task Force meetings, and assisting with other programmatic and administrative elements of the



program. Eco-Systems will also act as a liaison between the City of Pascagoula and the Mississippi Department of Environmental Quality (MDEQ) when necessary.

For fiscal year 2013 (October 2012-September 30, 2013), Eco-Systems will:

- Assist the City with the following Public Education measures
  - Provide Growth Readiness Training to municipal officials.
  - Provide educational information for community outreach efforts (water bill inserts).
- Assist the City with the following Public Involvement measures:
  - Facilitate stormwater task force meetings.
  - Provide logistical support for the Storm Drain Marking Program.
- Assist the City with the following Illicit Discharge Detection and Elimination measures:
  - Review current ordinances to ensure compliance with MDEQ recommendations.
  - Provide training to municipal employees on the identification of and elimination procedures for illicit discharges and illegal connections.
  - Update storm sewer mapping for the City of Pascagoula.
  - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
- Assist the City with the following Construction Stormwater measures:
  - Review current ordinances to ensure compliance with MDEQ recommendations.
  - Update developer/contractor training information for the Developer Erosion and Sediment Control Packet/CD.
  - Provide training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
- Assist the City with the following Post Construction Stormwater measures:
  - Review current ordinances to ensure compliance with MDEQ recommendations.
  - Update Post-Construction Database as new facilities are built.
  - Assist in the development of post-construction correspondence and educational materials.
  - Provide training to municipal employees on post-construction Best Management Practice inspection procedures.
- Assist the City with the following Pollution Prevention measures:
  - Update the Stormwater Pollution Prevention Plan as needed.



- Provide training to municipal employees based on the Stormwater Pollution Prevention Plan and spill prevention and response plans.
- Conduct inspections of municipal facilities identified in the Stormwater Pollution Prevention Plan.
- Complete and deliver the 2012 Annual Report to the MDEQ by January 28, 2013.

#### **PROJECT SCHEDULE**

Eco-Systems will initiate the implementation of the Stormwater Management Program for Fiscal Year 2013 upon client approval. The project objectives will be completed through September 30, 2013.

#### **COST ESTIMATE**

Eco-Systems will perform the proposed scope of work described on a time and materials basis for an estimated fee not to exceed \$15,000.00. The cost estimate provided includes all labor, materials and other associated costs necessary to perform the proposed scope of work. This cost is based on the assumption that Eco-Systems *will not perform current maintenance and routine inspection activities*, nor will Eco-Systems conduct construction and post-construction site inspections as part of this proposal. We do propose to assist in streamlining current activities and developing procedures, maps, forms, and schedules to assist in such activities.

#### **CLOSING**

Eco-Systems appreciates the opportunity to submit this proposal to you. Please give call us at (601) 936-4440 if you have any questions. We look forward to assisting you with this project.

Very truly yours,

Eco-Systems, Inc.

A handwritten signature in cursive script that reads "Courtney VanderSchaaf".

Courtney VanderSchaaf  
Staff Scientist II



**Authorization**

Please sign and date in the space provided below if this proposal is acceptable. The effective date of this project will be the authorization date below. Please return a signed copy to Eco-Systems upon authorization. You may fax the signed authorization back to (601) 936-4440.

Authorized by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Attest (if necessary): \_\_\_\_\_

Councilman Stallworth made a motion to approve a contract proposal from Eco-Systems, Inc. in the amount not to exceed \$15,000.00 for assistance in the implementation of Storm Water Phase II for FY 2013 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 a bid award to Hudson Contracting, Inc., Waynesboro, MS, for the Communy Street and Emerson Street Grinder Sewer Projects in the amount of \$227,965.00 as recommended by Steve Mitchell, Operations Manager, and Compton Engineering, Inc. The bid schedules are as follows:

Bid Schedule 1: Communy Street	\$103,675.00
Bid Schedule 2: Emerson Street	\$121,490.00
Bid Schedule 3: Spare Parts	<u>\$ 2,800.00</u>
TOTAL BID SCHEDULES 1, 2, & 3	\$227,965.00

Councilman Stallworth made a motion to approve a bid award to Hudson Contracting, Inc. for the Communy Street and Emerson Street Grinder Sewer Projects in the amount of \$227,965.00 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 were closeout documents for the MDA/CDBG R-109-290-04-KCR Grant as recommended by Jaci Turner, Program Manager. This is the grant for the Riverfront Development Project. The remaining payments for retainage and final work are being covered from the original Front Street/Riverfront Grant account.

Councilman Stallworth made a motion to approve the closeout documents for the MDA/CDBG R-109-290-04KCR Grant as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 Construction Engineering & Inspection (CE&I) Contract for the Beachfront Promenade Project with Brown, Mitchell & Alexander, Inc., Gulfport, MS, for work during the construction phase of the Beachfront Promenade Project, contingent upon MDOT approval, as recommended by Jaci Turner, Program Manager. The contract has been submitted to MDOT with the final plans, specifications, and estimate (PS&E) submittal.

The contract is spread on the minutes as follows:

**CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT**  
**City of Pascagoula Beachfront Promenade Project**  
**Project No. STP 8961-00(006)LPA/106061-711000**  
**Jackson County, MS**

THIS CONTRACT, is made and entered into by and between the City of Pascagoula, Mississippi, a body Corporate of the State of Mississippi (the "LPA"), and, Brown, Mitchell & Alexander, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 521 34th Street, Gulfport, MS 39507, effective as of the date of latest execution below.

**WITNESSETH:**

**WHEREAS**, the LPA proposes to perform the construction engineering services for *PASCAGOULA BEACHFRONT PROMENADE PROJECT PHASE I* (beginning near Pascagoula Beach Park from Project Sta 10+00 to Project Sta 39+00), hereinafter called the "PROJECT" (**STP 8961-00 (006) LPA/106061-711000, City of Pascagoula**); and,

**WHEREAS**, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

**WHEREAS**, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

**WHEREAS**, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

**WHEREAS**, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

**ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

### *BMA Project #10-3249C*

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

## **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

## **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

## **ARTICLE IV. TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

## **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

### **A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

### **B. Monthly Billing**

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter. The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

### **C. Record Retention**

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

### **D. Retainage**

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

## **ARTICLE VII. FINAL PAYMENT**

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

## **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting

from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

## **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

## **ARTICLE X. INSURANCE**

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT'S (owned, hired or non-owned) vehicles, assigned to or used in the performance of

services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

## **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall

not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLES XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder. Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed. Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes,

maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any

kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in **Jackson County**, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Jackson County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this

Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit.

The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be

affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

#### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

#### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **ARTICLE XXIV. STOP WORK ORDER**

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDO'T may notify the CONSULTANT, in writing, of MDO'T'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDO'T, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

**B. Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

**C. Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

**LPA:**

For Contractual Matters:

For Technical Matters:

**City of Pascagoula City of Pascagoula**

Honorable Robbie Maxwell  
Mayor  
603 Watts Avenue  
Pascagoula, MS 39567  
(228) 217-4446  
(228) 935-6725 Fax  
email: [rmaxwell@cityofpascagoula.com](mailto:rmaxwell@cityofpascagoula.com)

Jaclyn Turner  
Program Manager  
603 Watts Avenue  
Pascagoula, MS 39567  
(228) 938-6726  
(228) 935-6725 Fax  
email: [jturner@cityofpascagoula.com](mailto:jturner@cityofpascagoula.com)

**CONSULTANT:**

For Contractual Matters:

For Technical Matters:

Brown, Mitchell & Alexander, Inc.  
Dax Alexander, P.E.  
President  
521 34th Street  
Gulfport, MS 39507  
(228) 864-7612  
(228) 864-7676 Fax

Brown, Mitchell & Alexander, Inc.  
Chandra Nicholson, P.E.  
Project Engineer  
796 Vieux Marche 2nd Floor  
Biloxi, MS 39530  
(228) 436-7612  
(228) 436-7676 Fax

email: [dax@bmaengineers.com](mailto:dax@bmaengineers.com)  
Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers  
P.E. #14208

email: [chandra@bmaengineers.com](mailto:chandra@bmaengineers.com)  
Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers  
P.E. #15156

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PASCAGOULA, MISSISSIPPI

BY: \_\_\_\_\_  
Honorable Robbie Maxwell, Mayor

WITNESS this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

BROWN, MITCHELL & ALEXANDER, INC.

BY: \_\_\_\_\_  
Dax Alexander, P.E., President

ATTEST: \_\_\_\_\_

**Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".**

**LIST OF EXHIBITS:**

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

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

Councilman Stallworth made a motion to approve a Construction Engineering & Inspection (CE&I) Contract for the Beachfront Promenade Project with Brown, Mitchell & Alexander, Inc., Gulfport, MS, for work during the construction phase of the Beachfront Promenade Project, contingent upon MDOT approval, as recommended, and authorize the Mayor and City Manager to execute documents as appropriate after approval is received. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

\*\*\*\*\*

The next item for consideration was the CDBG FY 2012 Funding Agreement with HUD as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Stallworth made a motion to approve the CDBG FY 2012 Funding Agreement with HUD as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

\*\*\*\*\*

The next item for consideration was an agreement with the Mississippi Department of Archives and History, Historic Preservation Division, for the appointment of a Certified Local Government Coordinator as recommended by Jen Dearman, Community and Economic Development Director. The agreement is spread on the minutes as follows:

**STATE OF MISSISSIPPI**  
**CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT**

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Pascagoula (hereinafter called the Certified Local Government, or CLG) states that Jen Dearman shall be designated as the Certified Local Government Coordinator for the City of Pascagoula, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program*. These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administered by providing such records and reports as required by the Local Government Assistance Coordinator.

At such time as a new person may be designated to replace Jen Dearman as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.

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Chief Elected Official/CLG Date

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CLG Coordinator Date

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Local Government Assistance Coordinator Date  
Historic Preservation Division  
Mississippi Department of Archives and History  
State Historic Preservation Office

Councilman Stallworth made a motion to approve the agreement with the Mississippi Department of Archives and History, Historic Preservation Division, to appoint Jen Dearman as our Certified Local Government Coordinator. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverson "AYE". (Approved 10-16-12)

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

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Minutes of the Historic Preservation Commission meeting of August 22, 2012, were acknowledged by the Council.

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Minutes of the Strategic Plan Steering Committee meeting of July 19, 2012, were acknowledged by the Council.

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Minutes of the Strategic Plan Steering Committee meeting of August 16, 2012, were acknowledged by the Council.

\*\*\*\*\*

The next item for consideration was a request for wireless communication funds for the Police Department as recommended by Deputy Chief Matt Chapman. Information regarding this request is as follows:



# Pascagoula Police Department

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

*Kenny Johnson, Chief of Police*

To: Joe Huffman, City Manager  
From: Matt Chapman, Deputy Chief of Police  
Date: September 24, 2012  
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 cost 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/sjb

Enclosures (1)



*"To protect and serve."*

Councilman Stallworth made a motion to approve the request for wireless communication funds from the Mississippi Department of Public Safety and authorize the Mayor to execute the letter requesting \$30,000.00. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 one (1) year extension of the Trash Disposal Contract jointly to Applewhite Recycling Systems, LLC, Gautier, MS, and MacLand Ash Disposal, Inc., Moss Point, MS, at the current price of \$3.75 per cubic yard as recommended by Steve Mitchell, Operations Manager. Contract dates will be September 17, 2012, through September 16, 2013.

Councilman Stallworth made a motion to approve a one (1) year extension of the Trash Disposal Contract jointly to Applewhite Recycling Systems, LLC, Gautier, MS, and MacLand Ash Disposal, Inc., Moss Point, MS, at the current price of \$3.75 per cubic yard as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 a request to add the new 28 ft. Boston Challenger boat at the Police Department to the boat insurance policy with Markel Marine through Hancock Insurance Agency, Pascagoula, MS, as recommended by Jeane Bull, Assistant Comptroller. The boat was purchased with grant funds from the Department of Homeland Security. The premium cost is \$4,906.69 for period of September 28, 2012, to March 15, 2013.

Councilman Stallworth made a motion to approve the request to add the new 28 ft. Boston Challenger boat at the Police Department to the boat insurance policy with Markel Marine through Hancock Insurance Agency, Pascagoula, MS, as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 Council then considered an appointment to the Municipal Election Commission to fill the vacancy of Donna (Chris) Lee who recently resigned. Ms. Lee's term expires in July

2013. The City Manager noted that Nancy Coon and Michael Murphy have expressed an interest in this appointment.

After a brief discussion, Councilman Stallworth made a motion to appoint Nancy Coon to the Municipal Election Commission. The motion was seconded by Mayor Maxwell and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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Jen Dearman, Community and Economic Development Director, addressed the Council regarding the request of the Moss Point Active Committee for permission to hang a banner at the Pascagoula welcome sign to advertise "Christmas by the River" on December 1, 2012, in Moss Point. This banner would be placed to the side of the welcome sign. It was noted that "Downtown for the Holidays" will be December 7, 2012, and Pascagoula events will always be hung on top of the welcome sign. Councilman Tillman stated he still has a problem with the sign being placed at this location.

Councilman Corder made a motion to approve the request of the Moss Point Active Committee for permission to hang a banner at the Pascagoula welcome sign to advertise "Christmas by the River" on December 1, 2012. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "NAY", and Wolverton "AYE". (Approved 10-16-12)

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Next for consideration was a request from Darcie Crew, Parks & Recreation Director, and the Recreation Commission to adopt the Parks & Recreation Master Plan as presented to the Council on October 2, 2012.

Councilman Stallworth then made a motion to adopt the Parks & Recreation Master Plan as presented to the Council on October 2, 2012. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

\*\*\*\*\*

The next item for consideration was a H.U.M.A.N. (Helping Unite Man and Nutrition) Healthy Vending Machine Placement & Operations Agreement as recommended by Darcie Crew, Parks & Recreation Director. The machine would be located at the Parks & Recreation Center. There is no cost to the City for the machine or the service.

Councilman Corder made a motion to approve a H.U.M.A.N. Healthy Vending Machine Placement & Operations Agreement as recommended and authorize the Parks & Recreation Director to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE".

Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverson “AYE”. (Approved 10-16-12)

(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 agreement with Special Event Concession Services, LLC, Saucier, MS, as the concession vendor at Beach Park as recommended by Darcie Crew, Parks & Recreation Director. This was the only proposal we received for this service. 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 Special Event Concession Services, LLC, (d/b/a Dog-N-Burger Beach Park) 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, 2012 – May 1, 2013: As requested and weather permits; Saturday 10:00am – 6:00 pm, Sunday 12:00pm – 6:00pm.
  - b. May 2, 2013-August 11, 2013: Tuesday through Saturday, 10:00am-6:00pm and Sundays 12:00 pm until 6:00pm.
  - c. August 12, 2013-October 31, 2013: 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 keep the Facility open until at least 9:00 pm on those dates. The City shall notify vendor of any other special events in the park that require extra personnel, supplies or an extension of hours at least two weeks in advance.
  - 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 November 1, 2012, and continue through October 31, 2013, at which time, by mutual agreement between the Vendor and the City, the agreement may be renewed for an additional two-year term ending October 31, 2015. 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 \_\_\_\_\_, 2012.

SPECIAL EVENT CONCESSION SERVICES, LLC

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

ALFRED SEXTON, OWNER

CITY OF PASCAGOULA, MISSISSIPPI

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

JOSEPH R. HUFFMAN, CITY MANAGER

Councilman Corder made a motion to approve an agreement with Special Events Concession Services, LLC, as the concession vendor at Beach Park as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

(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 Resolution authorizing withdrawal from the Interlocal Governmental Agreement for the Narcotics Task Force as recommended by Police Chief Kenny Johnson. After comments, the Council considered the following Resolution:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PASCAGOULA, MISSISSIPPI, APPROVING WITHDRAWAL  
FROM THE INTERLOCAL GOVERNMENTAL AGREEMENT  
FOR THE NARCOTICS TASK FORCE**

**WHEREAS**, on February 22, 2000, the Board of Supervisors of Jackson County, Mississippi, approved an Interlocal Agreement with the cities of Gautier, Pascagoula, Moss Point, and Ocean Springs, to establish a Multi-Agency Narcotics Task Force, for a term ending December 31, 2001; and

**WHEREAS**, the City Council approved successive renewals of the Agreement with the most recent approval being on November 15, 2011, for a two-year period with the Agreement to expire on December 31, 2013; and

**WHEREAS**, the Chief of Police for the City of Pascagoula has recommended to the City Council that it would be in the best interest of the citizens of this community for the City to withdraw from the aforesaid Interlocal Agreement, a copy of which is attached hereto as an exhibit; and

**WHEREAS**, the City Council is of the opinion that the recommendation by the Chief of Police is well taken and should be acted upon immediately:

**NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:**

**SECTION 1.** The statements made in the foregoing preambles are found to be fact and are incorporated herein.

**SECTION 2.** The City of Pascagoula does hereby withdraw from the Revised Interlocal

Agreement previously approved by the Council on November 15, 2011, effective immediately.

**SECTION 3.** The City Manager, in conjunction with the Chief of Police and the City Attorney are directed by the Council to pursue an equitable distribution of the assets presently held by the Narcotics Task Force and which have accrued during the City's participation therein.

**SECTION 4.** A certified copy of this resolution shall be sent to all of the signatories to the Revised Interlocal Agreement previously approved by this Council on November 15, 2011.

The above Resolution was introduced by Mayor Maxwell, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor Pro Tem then declared the Resolution adopted on the 16th day of October, 2012.

\*\*\*\*\*

The next item for consideration was a revised scope of work to Delta Construction, Inc., Saucier, MS, for the Hurricane Katrina Emergency Repairs Citywide Building Mitigation Project as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. The new amount is \$122,213.61 for the Hurricane Katrina building mitigation work. The original contract and scope of work were considered by the Council on February 7, 2012, for three sites and were approved. The original bid amount was \$804,602.37. However, Ms. Turner advised that FEMA has determined that the proposed mitigation at the library site is not cost effective and will not reimburse the City for that work. As a result, the revised recommendation is to award the contract for the remaining two sites: City Hall and the Senior Center/Utility Billing/Community Development buildings. Work is 100% reimbursable through FEMA as Hurricane Katrina work.

Councilman Stallworth made a motion to award a revised scope of work contract for \$122,213.61 to Delta Construction, Inc. for the Hurricane Katrina Emergency Repairs Citywide Building Mitigation Project 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". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".  
(Approved 10-16-12)

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

\*\*\*\*\*

Next for consideration was a Resolution authorizing preliminary approval of a tax abatement request by Strunk Commons, LLC, as recommended by Jaci Turner, Program Manager. The Resolution is spread on the minutes as follows:

**RESOLUTION PROVIDING PRELIMINARY APPROVAL FOR  
TAX ABATEMENT REQUEST BY STRUNK COMMONS, LLC.**

**WHEREAS**, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

**WHEREAS**, the City Council, on or about January 18, 2011, established a policy for the granting of such exemptions; and

**WHEREAS**, Strunk Commons, LLC, has now made application to the City Council for preliminary approval of an abatement request for construction improvements on certain property in the Central Business District that are expected to equal or exceed \$700,000 in value; and

**WHEREAS**, Strunk Commons, LLC, has likewise applied for a building permit for the purpose of constructing a “Dairy Queen” restaurant (Dairy Queen Project) at the location on Highway 90 near its intersection with 14<sup>th</sup> Street in the Central Business District of the City of Pascagoula; and

**WHEREAS**, the application for the abatement is attached hereto as Exhibit A and the application for the construction permit is attached hereto as Exhibit B and the City Council has been advised that the construction permit has now been issued; and

**WHEREAS**, the Planning and Building Department of the City of Pascagoula, which is responsible for the oversight of the construction of this project, has recommended to the Council that a preliminary approval of the tax abatement request be granted:

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

**SECTION 1.** All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

**SECTION 2.** The request of Strunk Commons, LLC, for preliminary approval of a tax abatement on the “Dairy Queen Project” is hereby granted.

**SECTION 3.** This preliminary approval shall be for a tax abatement for a period of seven (7) years and 80% of the value of the improvements to the Applicant's property.

**SECTION 4.** Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning and Building Department of the City of Pascagoula and in strict conformance with the policy guidelines adopted by this Council on January 18, 2011.

**SECTION 5.** Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning and Building Department of the City of Pascagoula and a certificate of occupancy has been issued.

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 16<sup>th</sup> day of October, 2012.

\*\*\*\*\*

The next item for consideration was a bid award to Complete Environmental & Remediation Co., LLC, Purvis, MS, for cleaning and sanitizing the solid waste collection pit at the Transfer Station (Bid # 324) in the amount of \$3,200.00 per day (\$16,000.00 total – not to exceed five days), as recommended by Steve Mitchell, Operations Manager.

Councilman Stallworth made a motion to approve a bid award to Complete Environmental & Remediation Co., LLC, Purvis, MS, for cleaning and sanitizing the solid waste collection pit at the Transfer Station (Bid # 324) in the amount of \$3,200.00 per day (\$16,000.00 total – not to exceed five days), as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

\*\*\*\*\*

The next item for consideration was a quote from Fred's Janitorial, Lucedale, MS for janitorial service for certain City buildings and locations at the rate of \$8,977.00 per month as recommended by Brenda Reed, Asst. City Clerk, and the Janitorial Committee. The contract would be effective October 17, 2012. Bobby Parker, City Clerk/Comptroller, advised that two quotes were originally received; however, Tony Kimbrough Cleaning Services withdrew his quote (\$8,250.00 per month) from consideration this morning. A brief discussion followed.

The contract is spread on the minutes as follows:

**CONTRACT BETWEEN THE  
CITY OF PASCAGOULA, MISSISSIPPI  
AND**

---

THIS AGREEMENT is made and executed this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_, by and between the City of Pascagoula, Mississippi (the "City") and  
\_\_\_\_\_, (the "Contractor").

**WITNESSETH**

**WHEREAS**, the Contractor proposes to provide the City with janitorial service for the City Hall Building, Arts on the Avenue Building, Senior Citizens Center, Community Development/Purchasing/Utilities Accounting Building, Planning and Building Department, Public Works Department, Anchor Square, 12th Street Recreation Building, Scranton Nature Center, restrooms at MCC Park (corner of Orchard Road and Tillman Street), restrooms at Dixie Youth Baseball Complex (8th Street and Tucker Avenue), Soccer Complex (Tillman Street), Pascagoula Recreation Center, and Andrew Johnson Recreation Center floors; and

**WHEREAS**, the City wants the Contractor to provide this service;

**THEREFORE**, the parties agree and contract as follows:

**SECTION 1.** The Contractor will provide janitorial service for the City Hall Building, Arts on the Avenue Building, Senior Citizens Center, Community Development/Purchasing/Utilities Accounting Building, Planning and Building Department, Public Works Department, Anchor Square, 12th Street Recreation Building, Scranton Nature Center, restrooms at MCC Park (corner of Orchard Road and Tillman Street), restrooms at Dixie Youth Baseball Complex (8th Street and Tucker Avenue), Soccer Complex (Tillman Street),

Pascagoula Recreation Center, and Andrew Johnson Recreation Center floors in accordance with Exhibits "A-M" attached hereto.

**SECTION 2.** The Contractor will supply all necessary cleaning materials, cleaning machines, and janitorial equipment. Equipment must be of high quality in order to adequately maintain areas covered by this contract. Examples are (but not limited to): window cleaner, dust cleaner, floor soap, floor wax, carpet shampoo, vacuum cleaner, brooms, dustpans, mops, mop buckets, scrubbing machines and buffing machines. All floor wax must be a high quality non-skid wax. The City will furnish the following: paper towels, toilet tissue, air freshener, hand soap, and garbage bags.

**SECTION 3.** The janitorial services called for in this contract shall be performed after 5:00 p.m. unless otherwise determined by the department head as described in Exhibits "A-M" or any other section of this contract. The floors at the Andrew Johnson Recreation Center, Pascagoula Recreation Center, and 12<sup>th</sup> Street Building must be maintained on a weekly basis and work performed while the center is not open to the public.

**SECTION 4.** The Contractor agrees to perform the services called for herein in a good, professional, and workmanlike manner. Should such services be found by the City to be inadequate, it will inform the Contractor thereof, in writing. If the inadequacies of services are not corrected within three (3) days of being notified thereof, the City may, at its option, cancel this contract with no further liability to the Contractor. Further, the City, at its option, may deduct a percentage of the monthly service fee for services not performed as stated herein. Furthermore, either party may terminate this contract at any time by giving thirty (30) days' written notice.

**SECTION 5.** The Contractor shall maintain a current janitorial bond in the amount of \$25,000.00 for the duration of this contract. The Contractor shall maintain a current general liability insurance policy (combined single limit) with a limit of not less than \$300,000.00 per occurrence and \$600,000.00 aggregate for the duration of this contract. General liability insurance should include premises and operations and products and completed operations. The Contractor shall maintain Worker's Compensation Insurance, as required by law, for the duration of this contract. A copy of such bond, General Liability Insurance Certificate and Worker's Compensation Insurance shall be filed with the City Clerk immediately upon award of this contract. Any damages to City property by the Contractor or accidents causing bodily injury to the Contractor's employees shall be reported in writing to the City Clerk no later than the following morning after the incident.

**SECTION 6.** The Contractor shall provide a list of its employees and primary building assignments to the City Clerk and immediately inform the City Clerk of any changes to the list. The Contractor shall also provide a list of its employees who have been issued keys to certain City buildings.

**SECTION 7.** The Contractor shall complete service reports for each building indicating that the required work was completed and shall be verified by each department. These reports should be turned into the City Clerk's office at the end each month.

**SECTION 8.** The monthly janitorial fee of the Contractor shall be \$\_\_\_\_\_. The City shall pay the Contractor the monthly janitorial fee not later than the **25<sup>th</sup> day of each month** following the month in which service is rendered.

**SECTION 9.** The term of this contract shall be for one (1) year, beginning \_\_\_\_\_, 2012, and ending \_\_\_\_\_, 2013, with an option to renew for

one year at the request of either party at the same rate of compensation. Notice of intent to renew must be in writing and sent not later than 60 days prior to the expiration of the initial term hereof.

**SECTION 10.** Contractor acknowledges that this is an independent contract arrangement and that contractor shall be responsible for the payment of its employees, their benefits, and any and all taxes due, if any, for such employees. At no time during the term of this contract, or any renewal hereof, shall contractor be deemed an employee, or agent, of the City.

**DATED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF PASCAGOULA, MISSISSIPPI**

**COMPANY NAME**

**By:** \_\_\_\_\_  
**City Manager**

\_\_\_\_\_

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

**ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**PAGER:** \_\_\_\_\_

**CELL:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**NAMES AND ADDRESSES OF CITY BUILDINGS 2012-2013**

**City Hall**  
603 Watts Avenue  
Pascagoula, MS

(228) 938-6615

<b><u>Pascagoula Senior Center Building</u></b> 1912 Live Oak Avenue Pascagoula, MS	(228) 769-8329
<b><u>Utilities Accounting</u></b> 622 Delmas Avenue Pascagoula, MS	(228) 938-6633 or (228) 938-6722
<b><u>Community Dev./Purchasing Bldg.</u></b> 630 Delmas Avenue Pascagoula, MS	(228) 938-6639 or (228) 938-6722
<b><u>Andrew Johnson Recreation Center</u></b> 1402 Tucker Avenue Pascagoula, MS	(228) 938-2356
<b><u>12th Street Recreation Building</u></b> 2201 12th Street Pascagoula, MS	(228) 938-2356
<b><u>Public Works Department/Warehouse area</u></b> 4011 14th Street Pascagoula, MS	(228) 938-6623
<b><u>Planning and Building Department</u></b> 4015 14th Street Pascagoula, MS	(228) 938-6620
<b><u>Soccer Complex</u></b> 6001 North Tillman Street Pascagoula, MS	(228) 938-2356
<b><u>Anchor Square</u></b> 303 Delmas Avenue Pascagoula, MS	(228) 938-2352
<b><u>Restrooms at MCC Park</u></b> Corner of Orchard Road & Tillman Street Pascagoula, MS	(228) 938-2356
<b><u>Restrooms at Dixie Youth Baseball Complex</u></b> 8th Street and Tucker Avenue Pascagoula, MS	(228) 938-2356

**Parks & Recreation Center** (228) 938-2356  
2935 Pascagoula Street  
Pascagoula, MS

**Arts on the Avenue Building** (228) 938-6789  
612 Delmas Avenue  
Pascagoula, MS

**Operations Trailer and Property Maint. Bldg.** (228) 372-6835  
4015 – 14<sup>th</sup> Street  
Pascagoula, MS

**Scranton Nature Center** (228) 327-6877  
3928 Nathan Hale  
Pascagoula, MS

The exhibits are as follows:

**Exhibit A**

**BALLFIELDS AND SOCCER COMPLEX**

**(A) DAILY DUTIES - (Monday-Friday) - (During times indicated under Seasonal Duties)**

1. Sweep all floors.
2. Mop all floors.
3. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
5. Replace stand-alone air fresheners provided by the City in each restroom as needed.
6. Clean the drinking water fountains.

**(B) SEASONAL DUTIES: RECREATION RESTROOMS**

1. Restrooms at MCC Park (corner of Orchard Road and Tillman Street) - Clean February 1st through July 15th.
2. Restrooms at Dixie Youth Baseball Complex (corner of 8th Street and Tucker Avenue) - Clean March 1st through July 15th. (One set of restrooms here)
3. Restrooms at Soccer Complex on Tillman Street – Clean Friday and Sunday, from January 15th through April 30th and from September 1st through November 20th.

**Exhibit B**

**ANDREW JOHNSON RECREATION CENTER**  
**(1402 Tucker Avenue)**

**(A) WEEKLY DUTIES:**

1. High speed buff all tile floors.
2. Maintain floors at Andrew Johnson Recreation Center (including mop, spray, buff, and/or add wax to high traffic areas).

**(B) MONTHLY DUTIES:**

1. Clean baseboards, or as needed.

**(C) SEMI-ANNUAL DUTIES:**

1. Strip, seal, wax, and buff floors at Andrew Johnson Recreation Center.

**Exhibit C**

**ARTS ON THE AVENUE BUILDING**  
**(612 Delmas Avenue)**

**(A) THREE TIMES PER WEEK DUTIES:**

1. Sweep all floors.
2. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
3. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
4. Clean all door glass areas.

**(B) WEEKLY DUTIES:**

1. High speed buff all VCT tile floors.
2. Mop the floors.
3. Spot clean around door handles and door frames (inside and outside).
4. Sweep porches, steps, and handicapped ramps.
5. Spot clean all walls, or as needed.
6. Clean water fountain outside back door of Arts on the Avenue.
7. Vacuum all rugs.
8. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) MONTHLY DUTIES:**

1. Clean inside window ledges, or as needed.
2. Clean baseboards, or as needed.
3. Empty cigarette containers outside of all buildings.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Strip and refinish all tile floors (using a quality non-skid wax).

**Exhibit D**

**12TH STREET RECREATION CENTER**  
**(2201 – 12th Street)**

**(A) WEEKLY DUTIES: (March 1<sup>st</sup> - July 15<sup>th</sup>)**

1. Sweep all floors.
2. Clean the inside and outside restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
3. Spot clean around door handles and door frames (inside and outside).
4. Spot clean carpets, or as needed.
5. Spot clean all walls, or as needed.
6. Vacuum all carpets.
7. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
8. Clean the drinking water fountains.
9. Clean all door glass areas.
10. Mop the floors.
11. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(B) MONTHLY DUTIES:**

1. Clean inside window ledges, or as needed.
2. High speed buff all tile floors.
3. Clean baseboards, or as needed.

**(C) SEMI-ANNUAL DUTIES:**

1. Strip, seal, wax, and buff floors at 12<sup>th</sup> Street Recreation Center.
2. Clean all ceiling, HVAC, and exhaust vents.
3. Clean windows inside and outside, or as needed.
4. Clean all blinds.

**(D) ANNUAL DUTIES:**

1. Shampoo all carpets.

**Exhibit E**

**CITY HALL**  
**(603 Watts Avenue)**

**(A) THREE TIMES PER WEEK DUTIES:**

1. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
2. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
3. Clean all door glass areas.
4. Sweep all floors.

**(B) WEEKLY DUTIES:**

1. High speed buff all Terrazzo and tile floors.
2. Spot clean around door handles and door frames (inside and outside).
3. Spot clean carpets, or as needed.
4. Sweep porches, steps, and handicapped ramps.
5. Spot clean all walls, or as needed.
6. Clean chair rails.
7. Vacuum all carpets and rugs.
8. Clean the drinking water fountains.
9. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.
10. Mop all floors.

**(C) MONTHLY DUTIES:**

1. Clean inside window ledges, or as needed.
2. Clean baseboards, or as needed.

**(D) QUARTERLY DUTIES:**

1. Clean all light fixtures.
2. Clean all ceiling, HVAC, and exhaust vents.
3. Clean windows inside and outside, or as needed.
4. Clean all blinds.
5. Strip and refinish all Terrazzo and tile floors (using a quality non-skid wax), or as needed.

**(E) SEMI-ANNUAL DUTIES:**

1. Shampoo all carpets.

2. Clean grout in bathroom and kitchen tile floors.

**Exhibit F**

**COMMUNITY DEVELOPMENT/PURCHASING/UTILITIES ACCOUNTING**  
**(630 Delmas Avenue and 622 Delmas Avenue)**

**(A) THREE TIMES PER WEEK DUTIES:**

1. Vacuum all carpets and rugs.
2. Sweep all floors.
3. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
5. Clean all door glass areas.

**(B) WEEKLY DUTIES:**

1. Mop the floors.
2. Spot clean around door handles and door frames (inside and outside).
3. Spot clean carpets, or as needed.
4. Spot clean all walls, or as needed.
5. Clean chair rails.
6. Clean the drinking water fountains.
7. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) MONTHLY DUTIES:**

1. Clean baseboards, or as needed.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.

**(E) SEMI-ANNUAL DUTIES:**

1. Shampoo all carpets.
2. Clean grout in all tile floors.

**Exhibit G**

**PUBLIC WORKS DEPARTMENT**

**(includes warehouse area)**

**4011 14<sup>th</sup> Street**

**(A) DAILY DUTIES:**

1. Sweep and mop all floors, under desks and in crevices.
2. Vacuum all carpeted areas and rugs.
3. Clean front door and front glass area of fingerprints and smudges.
4. Clean the restrooms (toilet, sink, showers, mirrors, and vanity) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
5. Clean coffee pot area and countertops.
6. Empty trash, replace liners, and place all trash in dumpster outside building.

**(B) WEEKLY DUTIES:**

1. Spot clean around door handles and door frames (inside and outside).
2. Spot clean all walls, or as needed.
3. Spot clean carpeted areas and rugs, or as needed.
4. Dust all furniture (desks, file cabinets, tables, shelves, etc.)

**(C) MONTHLY DUTIES:**

1. Clean inside window ledges, or as needed.
2. Clean all windows (inside and outside).
3. Clean all baseboards, or as needed.
4. Empty cigarette containers outside of all buildings.
5. High speed buff all tile floors.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Strip and refinish all tile floors (using a quality nonskid wax).
3. Clean all blinds.
4. Shampoo all carpeted areas and rugs.
5. Clean all windows (inside and outside)

**Exhibit H**

**PLANNING AND BUILDING DEPARTMENT**

**(4015 – 14<sup>th</sup> Street)**

**(A) DAILY DUTIES:**

1. Clean the restrooms (toilets, sinks, and mirrors) and leave an adequate supply of daily toilet paper, paper towels, and soap in each one.
2. Sweep all floors.

3. Empty the wastebaskets, replace wastebaskets liners as needed, place all trash in the outside garbage bin provided by the City.

**(B) TWICE PER WEEK DUTIES:**

1. Clean all door glass areas.

**(C) WEEKLY DUTIES:**

1. Spot clean around door handles and door frames (inside and outside).
2. Spot clean carpets, or as needed.
3. Sweep porches, steps, and handicapped ramps.
4. Vacuum all carpets and rugs.
5. Mop the floors.
6. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) MONTHLY DUTIES:**

1. Clean inside window ledges, or as needed.
2. High speed buff all tile floors.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.
4. Strip and refinish all tile floors (using a quality non-skid wax), or as needed.

**(E) SEMI-ANNUAL DUTIES:**

1. Shampoo all carpets.

**Exhibit I**

**SCRANTON NATURE CENTER**  
**(3928 NATHAN HALE)**

**(A) SUMMER (May 1 – September 1)**

**a. THREE TIMES PER WEEK DUTIES (Monday-Wednesday-Friday)**

1. Sweep all floors and dust.
2. Clean the restrooms (toilets, sinks, and mirrors). Leave adequate supply of toilet paper, paper towels, and soap in each one.
3. Mop all floors once a week or more if needed.
4. Empty wastebaskets and replace wastebasket liners as needed. Place all garbage in the outside bin provided by the City.

**(B) WINTER (September 2 – April 30)**

**a. TWICE WEEKLY DUTIES**

1. Sweep all floors and dust.
2. Clean restrooms (toilets, sinks, mirrors). Leave adequate supply of toilet paper, paper towels, and soap in each one.
3. Mop all floors once a week or more if needed.
4. Empty wastebaskets and replace liners as needed. Place all outside garbage in the bin provided by the City.

**(D) TWICE YEARLY DUTIES (March 1 and September 1)**

- a. Strip and wax floors of museum (using quality non-skid wax) on days that facility is closed - (approximately March 1 and September 1).
- b. Clean windows and sills inside and out.

**Exhibit J**

**OPERATIONS TRAILER**

**(Office Trailer at 4015 14<sup>th</sup> Street – behind Code Enforcement Building**

**and Property Maintenance Building (beside Operations Trailer)**

**(A) THREE (3) TIMES PER WEEK DUTIES:**

1. Empty the wastebaskets and replace wastebasket liners as needed, place all garbage in the outside bin provided by the City.
2. Sweep all floors.
3. Mop the floors.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.

**(B) WEEKLY DUTIES:**

1. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) MONTHLY DUTIES:**

1. High speed buff all tile floors.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.

2. Clean windows inside and outside, or as needed.
3. Clean all blinds.
4. Clean inside window ledges, or as needed.
5. Clean baseboards, or as needed.
6. Strip, mop and wax all tile floors (using a quality non-skid wax), or as needed.

## **EXHIBIT K**

### **PARKS & RECREATION CENTER** **2935 PASCAGOULA STREET**

#### **(A) DAILY DUTIES**

1. Sweep and mop (back hallways, lobby and daycare area) all floors
2. Clean all restrooms (toilets, sinks, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
3. Clean kitchen area (floors and counters)
4. Empty trash cans, replace liners as needed, and place trash in an outside garbage bin provided by city.
5. Vacuum all carpet in hallways, lobby and daycare area.

#### **(B) THREE TIMES PER WEEK DUTIES**

1. Vacuum all carpet in offices, north and south corridors, activity spaces, upstairs and stairway.
2. Clean exercise room to include mirrors.
3. Clean upstairs office/classroom including mop floors and stairway
4. Clean front entrance area glass doors and glass above doors, or as needed.
5. Empty trash cans, replace liners as needed, and place trash in an outside garbage bin provided by city.
6. Dust all desks and other furniture in offices.
7. Clean all activity rooms (sweep, trash and mop)
8. Clean restroom on south hallway (toilets, sinks, mirror and floors)
9. Wipe down all doors, including restroom stall doors (front and back).

#### **(C) SEMI-ANNUAL DUTIES:**

1. Strip, mop, and wax all VCT tile floors.
2. Clean all blinds.
3. Clean HVAC and exhaust vents.

#### **(D) ANNUAL DUTIES:**

1. Shampoo all carpets.
2. Clean base boards.
3. Clean window seals.

**EXHIBIT L**

**PASCAGOULA SENIOR CENTER BUILDING**

**1912 Live Oak Avenue**

**(A) DAILY DUTIES:**

1. Sweep and mop all floors.
2. Clean all restrooms (toilets, sinks, showers, and mirrors).
3. Empty all trash, replace liners as needed, and place trash in an outside garbage bin provided by City.
4. Clean all activity rooms
5. Clean windows in lobby and entrance areas.

**(B) WEEKLY DUTIES:**

1. Sweep the porches, steps, and ramps.
2. Dust all offices, lobby, and gift shop furniture.

**(C) SEMI-ANNUAL DUTIES:**

1. Strip and wax VCT tile floors.

**(D) ANNUAL DUTIES:**

1. Clean the windows, blinds, and HVAC vents/returns.

**EXHIBIT M**

**ANCHOR SQUARE**

**303 Delmas Avenue**

**(A) THREE TIMES PER WEEK DUTIES (public restrooms)**

1. Clean public rest rooms (toilets, sinks, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.
2. Empty trash cans, replace liners as needed, and place trash in an outside garbage bin provided by City.
3. Sweep and mop all floors.

**(B) WEEKLY DUTIES (Unit G – office)**

1. Empty trash cans in Unit G (office), replace liners as needed, and place trash in an outside garbage bin provided by City.
2. Sweep and mop floors in Unit G (office).

Councilman Wolverton made a motion to approve the janitorial contract with Fred's Janitorial, Lucedale, MS, effective October 17, 2012, and authorize the City Manager to execute the related documents. The motion was seconded by Mayor Maxwell and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-16-12)

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

\*\*\*\*\*

The next item for consideration was Budget Amendment No. 13.05 in the General Fund due to an increase in the janitorial service account as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 13.05  
October 16, 2012**

	<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>General Gov't Bldg Maintenance:</u></b>			
<b><u>Other Charges:</u></b>			
Janitorial Contract	99,600	7,200	106,800
- <b>Total Expenditures</b>	<b>99,600</b>	<b>7,200</b>	<b>106,800</b>
<b>Net Change in Fund Balance - General Fund</b>		<b>(7,200)</b>	

<b>To amend budget to provide expenditure authority for the increased cost of the proposed new janitorial contract for City buildings.</b>			
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Councilman Corder made a motion to approve the budget amendment as presented and as recommended. The motion was seconded by Councilman Stallworth and received the following vote: : Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.  
(Approved 10-16-12)

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

\*\*\*\*\*

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

**ORDER**

**WHEREAS**, the attached docket of claims for the period of September 28,2012,, through October 12, 2012, has been presented to the City Council for allowance and approval; and

**WHEREAS**, the below claim numbers 09-14-01, 09-28-02, and 09-03 have also been presented to the City Council for allowance and approval:

<u>September 14, 2012</u>	<u>Claim # 09-14-01</u>
010          General Fund	\$ 443,354.62
400          Pascagoula Utilities	21,877.10
480          Solid Waste Mgmt.	333.53
565          Hurricane Isaac	<u>28,856.50</u>
Total	<u>\$ 494,421.75</u>

<u>September 28, 2012</u>	<u>Claim # 09-28-02</u>
010          General Fund	\$ 451,195.15
400          Pascagoula Utilities	22,402.10

480	Solid Waste Mgmt.	555.89
565	Hurricane Isaac	<u>1,480.64</u>
	Total	<u>\$ 475,633.78</u>

<u>Miscellaneous Claim</u>		<u>Claim # 09-03</u>
1000	City Share FICA	\$ 47,369.55
1100	City Share Medicare	11,078.24
7000	City Share PERS	<u>111,367.31</u>
	Total	\$ 169,815.10

**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 Corder, seconded for adoption by Councilman Milstead, and received the following vote: Mayor Maxwell "AYE". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor Pro Tem then declared the Order adopted on the 16th day of October, 2012.

\*\*\*\*\*

Councilman Milstead thanked the staff for the street lights which are now working on Beach Boulevard.

\*\*\*\*\*

Councilman Abston stated he was glad to see a lot of new things going on in the City of Pascagoula.

\*\*\*\*\*

Councilman Corder gave a brief report on the recent wheelchair basketball game fundraiser event. He reminded the Council of several events coming up soon.

\*\*\*\*\*

Councilman Tillman thanked Jaci Turner for getting the lots cut on Krebs Avenue and reminded everyone that October is Breast Cancer Awareness Month.

\*\*\*\*\*

Councilman Stallworth thanked Sergeant Dale Gordon for his good deed and also thanked Myra Howard for the food items tonight.

\*\*\*\*\*

The City Manager also thanked Sergeant Dale Gordon for a great job. He advised that the Zonta Arts and Crafts Festival had a very good attendance this year. He also stated that City employees will wear purple on Thursdays in support of domestic violence efforts.

\*\*\*\*\*

Nancy Coon reminded everyone of several events coming up and urged everyone to participate.

\*\*\*\*\*

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

The meeting ended at 6:55 p.m.

APPROVED:

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Robert H. Maxwell, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk