

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 20, 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, November 20, 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 Attorney Eddie Williams  
Asst. City Clerk Brenda Reed  
City Clerk/Comptroller Robert J. Parker

City Manager Joe Huffman was absent.

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

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Sherry Miller addressed the Council regarding an alcohol permit application for the Pascagoula Senior Center on Live Oak Avenue on Friday, December 14, 2012. Ms. Miller advised this is a birthday event for her husband. The original times requested were from 6:00 p.m. to 9:00 p.m.; however, Ms. Miller requested the times be changed from 6:00 p.m. until 12:00 a.m.

Councilman Stallworth made a motion to approve the alcohol permit application of Sherry Miller at the Pascagoula Senior Center on Friday, December 14, 2012, with the following waivers:

Rule 7 – waived with respect to the requirement to have liability insurance

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

With respect to Rule 8, requirement 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 11-20-12)

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

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Dr. Steven Demetropoulos addressed the Council as an advocate for smoke-free restaurants and bars in Pascagoula. He reported there are 62 smoke-free cities in Mississippi. Smokefree Mississippi has over 100 organizations that support these advocacy efforts. He advised that across the state, there are businesses, cities, and faith-based organizations that are standing up for the health of Mississippians asking lawmakers to make all workplaces smoke free. The health impacts of secondhand smoke are clear. There is no safe level of exposure to secondhand smoke. It is a public health problem. Everyone has the right to breathe smoke-free air where they work. They have received tremendous public support for Smokefree Mississippi.

In closing, Dr. Demetropoulos advised this is the one thing that can affect everyone. He has lived in Pascagoula for 26 years, and if there is anything that he can do to reduce heart attacks, strokes, etc., he wants to do it. He asked the Council to please consider making Pascagoula a smoke-free place.

Mayor Pro Tem Abston advised that at the last meeting the Council approved a Letter of Agreement with the Mississippi Tobacco Free Coalition of Jackson County to determine public opinion and the level of interest in having a smoke-free policy for Pascagoula, so hopefully, we are on the right track. He thanked Dr. Demetropoulos for attending the meeting tonight and offered assistance from the Council in these efforts if needed. Dr. Demetropoulos stated he would be happy to attend another meeting or address other groups if necessary.

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A public hearing was held regarding matters from the Planning Board meeting of November 14, 2012. The minutes are as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD  
WEDNESDAY, NOVEMBER 14, 2012, AT 6:00 PM  
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Wednesday, November 14, 2012, at 6:00 P. M.

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

Linda Tillman  
Wesley Smith (Chairman)

Etienne Melcher  
Stephen Parker (Vice-Chairman)  
Alan Wiley

**Official(s) not present:**

Joseph Odom  
Mike Gilly

**Other officials present:**

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

**A. PUBLIC HEARINGS:**

**1. Cellular South Real Estate, Inc.**

**2411 Ingalls Ave.** The property is zoned Neighborhood Commercial (NC). The request is for a Special Use Permit to place a 130' tall monopole wireless communication tower in a Neighborhood Commercial Zone, also a dimensional variance request for a 32.5' setback rather than the required 65' to the east property line.

David McGehee was present to explain the application. The Staff's recommendation was to "APPROVE" the Special Use Permit and Dimensional Variance as presented. After hearing Mr. McGehee's request, and there being no protest, Etienne Melcher voiced concerns regarding the tower when not in use. Mr. McGehee assured her that the tower would be removed from the site when no longer in use, as required by the lease. Stephen Parker also voiced concerns regarding existing towers, the distance from the tower to the surrounding neighborhood, and the appearance of the tower. Mr. McGehee assured him that the tower was at least 165 feet from the nearest house. Jaci Turner stated that Section 4.3.C.8.a.iv.(O) of the Unified Development Ordinance that if a wireless communications tower is not used for a period of six consecutive months, the City Manager may send the tower owner notice indicating that the tower must be removed within 90 days from the date of notice. City Attorney Eddie Williams noted for the record that under the Code of Federal Regulations that you can only deny a cell tower application if it presents a clear danger in the neighborhood or it interferes with any development.

After hearing Mr. McGehee's request, a motion was made by Alan Wiley to "APPROVE" the application. The motion was seconded by Wesley Smith, and the vote thereupon was as follows: Linda Tillman "NAY", Wesley Smith "AYE", Alan Wiley "AYE", Etienne Melcher "AYE", Stephen Parker "NAY".

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

**COUNCIL ACTION:**

Jaci Turner, Program Manager, gave brief comments regarding this item and then opened the public hearing. There was no opposition from the public on this matter. Councilman Corder stated he had received from calls from concerned neighbors near this proposed location about the tower and he would not support the special use permit.

Councilman Stallworth made a motion to “APPROVE” the application of Cellular South Real Estate, Inc. as recommended by the Planning Board. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “NAY”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 11-20-12)

(A transcript of the public hearing of the Planning Board is filed in the minute file of this meeting and incorporated herein by reference.)

**2. Haskell & Slaughter on behalf of Star Towers**

**3004 Old Mobile Hwy.** The property is zoned Community Commercial (CC). The request is for a Special Use Permit to place a 130’ monopole cell tower in a Community Commercial Zone, also a dimensional variance with a proposed west side yard setback of 24.0’ and a rear yard setback of 24.26’ rather than the required 65’.

Tom Buchanan was present to explain the application. The Staff’s recommendation was to “APPROVE” the Special Use Permit and Dimensional Variance as presented. After hearing Mr. Buchanan’s request, and there being no protest, a motion was made by Stephen Parker to “APPROVE” the application. The motion was seconded by Etienne Melcher and the vote thereupon was as follows: Linda Tillman “AYE”, Wesley Smith “AYE”, Alan Wiley “AYE”, Etienne Melcher “AYE”, Stephen Parker “AYE”.

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

**COUNCIL ACTION:**

Jaci Turner, Program Manager, gave brief comments regarding this item and then opened the public hearing. There was no opposition from the public on this matter.

Councilman Stallworth made a motion to “APPROVE” the application of Haskell & Slaughter on behalf of Star Towers as recommended by the Planning Board. 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 11-20-12)

(A transcript of the public hearing of the Planning Board is filed in the minute file of this meeting and incorporated herein by reference.)

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

The first items for consideration were the minutes of the regular Council meeting of November 6, 2012, and the special Council meeting of November 13, 2012, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Wolverton made a motion to adopt and approve minutes of the regular Council meeting of November 6, 2012, and the special Council meeting of November 13, 2012, as recommended. 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 11-20-12)

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Minutes of the Recreation Commission meeting of October 3, 2012, were acknowledged by the Council.

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Minutes of Strategic Plan Steering Committee meeting of October 18, 2012, were acknowledged by the Council.

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The next item for consideration was a request for a banner approval for advertising "Toys for Tots" during the annual Downtown for the Holidays event on Friday, December 7, 2012, from 5:00 – 9:00 p.m. as presented by Rebecca Davis, Main Street Director. The annual drop off will be at the law offices of Heidelberg, Steinberger, Colmer and Burrow, 711 Delmas Avenue. The banner will be placed at the welcome sign under the Downtown for the Holidays banner.

Councilman Wolverton made a motion to approve a banner request for advertising "Toys for Tots" during the annual Downtown for the Holidays event on Friday, December 7, 2012, from 5:00 p.m. – 9:00 p.m. as presented. 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 11-20-12)

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The next item for consideration was advertising the resources of the City through the 2013 Gulf Coast Legislative Reception for \$500.00 which will be held in Jackson, MS, on January 9, 2013, as presented by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Senate Bill 3238 approved by the Governor on April 2, 1999.

Councilman Wolverton made a motion to approve advertising the resources of the City through the 2013 Gulf Coast Legislative Reception for \$500.00 which will be held in Jackson, MS, on January 9, 2013, as recommended. 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 11-20-12)

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The next item for consideration was a request for a banner display announcing the 33<sup>rd</sup> Annual Christmas Tree Lighting at Beach Park on the south west corner of Highway 90 and Market Street two weeks before event as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Wolverton made a motion to approve a banner display request announcing the 33<sup>rd</sup> Annual Christmas Tree Lighting at Beach Park on the south west corner of Highway 90 and Market Street two weeks before event as recommended. 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 11-20-12)

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The next item for consideration was a request for advertising the resources of the City to allow the Parks & Recreation Department to host the 33<sup>rd</sup> Annual Christmas Tree Lighting on November 30, 2012, and for the City to provide candy canes to the children at a cost of up to \$50.00 as recommended by Darcie Crew, Parks & Recreation Director.

Councilman Wolverton made a motion to approve advertising the resources of the City to allow the Parks & Recreation Department to host the 33<sup>rd</sup> Annual Christmas Tree Lighting on November 30, 2012, and for the City to provide candy canes to the children at a cost of up to \$50.00 as recommended. 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 11-20-12)

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The next item for consideration was an Ordinance to amend Section 86-52 for an extension of a moratorium on permit fees for certain structures effective period until December 31, 2013, as recommended by Eddie Williams, City Attorney. The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 10-2012  
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 86-52 OF THE CODE OF  
ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO  
PROVIDE FOR AN EXTENSION OF THE EFFECTIVE PERIOD OF THE  
SECTION; AND FOR RELATED PURPOSES**

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

**SECTION 1.** Section 86-52 of the Code of Ordinances is hereby amended to provide as follows:

(a) The following definitions shall apply to this section:

- Fees: The term “fees” shall mean the service and connection charges set forth in Section 86-46 of the code, the service and connection charges set forth in Section 86-49 of the code and the costs and charges for extension of gas lines contained in Section 86-50 of the code. The term fee shall not include deposits for the connection of utility services.
- New Dwelling Construction: The exemptions hereinafter set forth shall apply only to new dwelling construction on vacant or unimproved lots with the same being single family dwellings to be owner occupied. The value of the structure shall not be less than \$150,000. The exemptions herein granted shall not apply to the remodeling of, or additions to, existing structures.

(b) There is hereby granted an exemption from the fees as defined hereinabove for all new owner occupied single family dwellings, commencing with the issuance of any permits therefor from and after January 1, 2013, and prior to midnight December 31, 2013.

(c) The exemptions granted herein shall not exceed the sum of \$5,000, which sum shall be calculated based upon all exemptions granted hereunder and any other exemptions granted pursuant to any other law adopted by the city council.

(d) The exemptions granted hereunder shall be forfeited upon the happening of any one of the following events:

- (1) The applicant for the exemption fails to begin construction of the dwelling within 90 days after the granting of a building permit, after which the permit may be revoked.
- (2) The applicant for the exemption fails to complete construction of the dwelling within 24 months after the building permit is granted, after which the permit may be revoked.

**SECTION 2.** This ordinance shall become effective January 1, 2013.

The above Ordinance was introduced by Councilman Wolverton, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell voted "AYE". Mayor Pro Tem Abston voted "AYE", Councilman Corder voted "AYE", Councilman Milstead voted "AYE", Councilman Stallworth voted "AYE", Councilman Tillman voted "AYE", and Councilman Wolverton voted "AYE".

Passed this the 20<sup>th</sup> day of November, 2012.

APPROVED:

/s/ Robert H. Maxwell  
Robert H. Maxwell, Mayor

ATTEST:

/s/ Brenda J. Reed  
Brenda J. Reed, Asst. City Clerk

(S E A L)

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The next item for consideration was a Resolution establishing the Hazard Mitigation Planning Steering Committee as recommended by Eddie Williams, City Attorney. The Resolution is spread on the minutes as follows:

**RESOLUTION ESTABLISHING  
HAZARD MITIGATION PLANNING STEERING COMMITTEE**

**WHEREAS**, The City of Pascagoula has exposure to numerous natural and manmade hazards, including flood hazards, that increase the vulnerability of life, property, environment and the City's economy; and

**WHEREAS**, The City desires to be a disaster-resistant community and the Federal Emergency Management Agency (FEMA) requires a community’s Multi-Hazard Mitigation Plan to be updated every 5 years; and

**WHEREAS**, The City participates in the National Flood Insurance Program’s (NFIP) Community Rating System (CRS) Program which through certain activities reduces flood hazards and therefore the cost of flood insurance to residents of the City; and

**WHEREAS**, The City is currently maintaining a CRS Classification Rating of “five” thereby saving residents within the 100-year FEMA-mapped floodplain twenty-five percent (25%) on the cost of flood insurance and those outside the mapped floodplain a total of ten percent (10%) on the cost of flood insurance; and

**WHEREAS**, the CRS Program also requires the City to adopt a Multi-Hazard Mitigation Plan with a Floodplain Management Plan component because of the number of repetitively flooded properties in the City; and

**WHEREAS**, FEMA and the CRS Program encourage public participation and involvement from citizens and other stakeholders throughout the planning process; and

**WHEREAS**, it is necessary to create a Hazard Mitigation Planning Steering Committee with the responsibility to meet and fulfill the obligations of FEMA and the CRS Program Floodplain Management requirements; and

**WHEREAS**, the City Council wishes to establish the Hazard Mitigation Planning Steering Committee for this purpose:

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA** that the Hazard Mitigation Planning Steering Committee is hereby created and shall be composed of the following members:

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|-------------------|---|
| Jen Dearman       | Community & Economic Development Director                         |
| Robert O’Sullivan | Fire Chief  |
| Darcy Crew        | Director of Parks & Recreation                                    |
| Jaci Turner       | Director of Planning and Building and Code Enforcement            |
| Steve Mitchell    | Director of Public Works  |
| Jim McIngvale     | Director, Government and Community Affairs,<br>Huntington Ingalls |
| Walker Foster     | Vice President of Government Contracts, V.T. Halter Marine        |

Jay Huffstatler            Director, Pascagoula Red Cross  
Charlie Green             Past-President, Jackson County Homebuilders Association  
Donald Langham          Director, Jackson County Emergency Management Agency

The above Resolution was introduced by Councilman Wolverton, seconded for adoption 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 Mayor Pro Tem then declared the Resolution adopted on the 20<sup>th</sup> day of November, 2012.

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The next item for consideration was Round Island Lighthouse Phase 2 Restoration-Reconstruction of Lantern Gallery closeout documents with Precision Products, Inc., Moss Point, MS, as recommended by Jen Dearman, Community and Economic Development Director, and Compton Engineering, Inc. This includes approval of Change Order No. 3 for time only and approval of final payment application to Precision Products, Inc.

Councilman Wolverton made a motion to approve the Round Island Lighthouse Phase 2 Restoration-Reconstruction of Lantern Gallery closeout documents with Precision Products, Inc., as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 11-20-12)

(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 extension of the Services Agreement for Miscellaneous Utility Repairs with Graham Construction Co., Inc., Escatawpa, MS, as recommended by Steve Mitchell, Operations Manager. All rates for manpower and equipment will remain the same. At the City’s request, Mr. Mitchell advised that Graham Construction will provide a horizontal directional drill for the unit price of fifty dollars (\$50.00) per hour.

Councilman Wolverton made a motion to approve an extension of the Services Agreement for Miscellaneous Utility Repairs with Graham Construction Co., Inc. as recommended and include a horizontal directional drill for the unit price of fifty dollars (\$50.00) per hour. 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 11-20-12)

(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 Mississippi Power Company “Wireless” Pole Attachment License Agreement as recommended by Eddie Williams, City Attorney. He advised the agreement is for Wi-Fi devices to be installed on power poles.

Councilman Wolverton made a motion to approve a Mississippi Power Company “Wireless” Pole Attachment License Agreement as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 11-20-12)

(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 from Jennifer French for permission for Singing River Health System to hang a banner to publicize the Run Run Rudolph 5K on December 8, 2012. The banner will be hung on the corner of Highway 90 and Pascagoula Street two weeks prior to the event.

Councilman Wolverton made a motion to approve the request from Jennifer French for permission for Singing River Health System to hang a banner to publicize the Run Run Rudolph 5K on December 8, 2012, on the corner of Highway 90 and Pascagoula Street two weeks prior to the event as presented. 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 11-20-12)

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The next item for consideration was an Anchor Square Lease Agreement for Unit D with Sharon Barlow, owner of Arabesque Boutique, as recommended by LaLinda Grace, Information Center Coordinator.

Councilman Wolverton made a motion to approve an Anchor Square Lease Agreement for Unit D with Sharon Barlow, owner of Arabesque Boutique, and authorize the Mayor to execute the related documents, as recommended. 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 11-20-12)

(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 Assignment of Anchor Square Lease Agreement for Unit F from Kaylee Russell, Assignor/Lessee, (The Carpenter's Daughter) to Danielle Gillan, Assignee, (Color Me Cute Bowtique), as recommended by LaLinda Grace, Information Center Coordinator.

Councilman Wolverton made a motion to approve an Assignment of Anchor Square Lease Agreement for Unit F from Kaylee Russell, Assignor/Lessee, (The Carpenter's Daughter) to Danielle Gillan, Assignee, (Color Me Cute Bowtique) as recommended. 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 11-20-12)

(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 approval of conference fees and travel expenses for the City Council to attend the Mississippi Municipal League (MML) 2013 Mid-Winter Legislative Conference in Jackson, MS, on January 29-31, 2013, as presented by Joe Huffman, City Manager.

Councilman Wolverton made a motion to approve conference fees and travel expenses for the City Council to attend the Mississippi Municipal League (MML) 2013 Mid-Winter Legislative Conference in Jackson, MS, on January 29-31, 2013, as presented. 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 11-20-12)

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The financial reports for October 2012 were filed by the City Clerk and acknowledged by the City Council.

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**The following new business items were considered at this time.**

The first item for discussion was a proposed meeting with the local delegation set for December 18, 2012, at 5:00 p.m. for the City Council to meet with our local delegation to share the City's goals before the Legislative Session begins. Councilman Milstead requested a list of the items to review before the meeting. Councilman Abston commented it is difficult for him to make the 5:00 p.m. meetings and recommended they be held at a different time in the future.

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The next item for consideration was an Ordinance to amend Section 2-72 of the Code of Ordinances to add a new Sub-Section E providing for the City Manager and the City Attorney to

be residents of the City and to delete the City Attorney as a Department Head as recommended by Eddie Williams, City Attorney.

**ORDINANCE NO. 11-2012  
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 2-72 OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO ADD A NEW SUB-SECTION E PROVIDING FOR THE CITY MANAGER AND THE CITY ATTORNEY TO BE RESIDENTS OF THE CITY AND TO DELETE THE CITY ATTORNEY AS A DEPARTMENT HEAD; AND FOR RELATED PURPOSES  
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA,**

**MISSISSIPPI:**

**SECTION 1.** Section 2-72 of the Code of Ordinances of the City of Pascagoula, Mississippi, is hereby amended as follows:

- (a) For purposes of this section, the term “department head” is defined as all persons occupying the following positions of employment from and after the 1<sup>st</sup> day of May, 2012: police chief, fire chief, city clerk/comptroller, director of human resources, director of parks and recreation, operations manager, program manager, main street director, and community and economic development director.
- (b) Any person hired by the city after the 1<sup>st</sup> day of May, 2012, to fill a position as a department head, shall be a resident thereof, or if not a resident, shall become a resident within ninety (90) days after being hired. Any such person who fails to become a resident within ninety (90) days after being hired shall be automatically discharged.
- (c) Any person hired as a department head after the 1st day of May, 2012, who is either a resident of the city when hired or who becomes a resident after being hired and

thereafter ceases to be a resident of the city shall be automatically discharged as of the date he becomes a non-resident.

(d) The city manager, whenever he deems it to be in the best interest of the city, is hereby authorized to waive the provisions of this ordinance for any department head.

(e) The city manager and the city attorney shall be residents of the city.

**SECTION 2.** This ordinance shall take effect as provided by law.

The above Ordinance was introduced by Councilman Corder, seconded for adoption by Councilman Stallworth, and received the following vote: Mayor Maxwell voted "AYE". Mayor Pro Tem Abston voted "AYE", Councilman Corder voted "AYE", Councilman Milstead voted "AYE", Councilman Stallworth voted "AYE", Councilman Tillman voted "AYE", and Councilman Wolverton voted "AYE".

Passed this the 20<sup>th</sup> day of November, 2012.

APPROVED:

/s/ Robert H. Maxwell  
Robert H. Maxwell, Mayor

ATTEST:

/s/ Brenda J. Reed  
Brenda J. Reed, Asst. City Clerk

(S E A L)

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Jen Dearman, Community and Economic Development Director, requested that Item W (Adopt an Interchange Agreement for MDOT Right-of -Way Property under and adjacent to Hwy 90 Bridge) be removed from the agenda tonight.

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Ms. Dearman then requested Council approval of Mississippi Department of Environmental Quality's (MDEQ) State Revolving Fund (SRF) Water Pollution Control Revolving Loan Fund (WPCRLF) Final Loan Agreement which she just received and is due to MDEQ by December 3, 2012. This funding covered the expenses of a citywide sewer rehabilitation project. Ms. Dearman advised that 25% of this project was funded through MDEQ, and 75% was funded through 592 Funds from the Department of Army Corps of Engineers. This agreement states the City agrees with and acknowledges the final determination

of funding. The Council has previously approved the closeout documents for this funding source.

Councilman Corder made a motion to approve the Mississippi Department of Environmental Quality's (MDEQ) State Revolving Fund (SRF) Water Pollution Control Revolving Loan Fund (WPCRLF) Final Loan Agreement and authorize the Mayor to execute the related documents 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 11-20-12)

(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 for Public Works between Utility Partners and the City of Pascagoula as recommended by Steve Mitchell, Operations Manager. After brief comments, the Council considered the following agreement:

**AGREEMENT FOR PUBLIC WORKS  
for the City of Pascagoula, Mississippi**

This AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, between the City of Pascagoula, MS, (hereinafter "City"), whose address for any formal notice is City Hall, 603 Watts Avenue, Pascagoula, MS with Utility Partners, LLC, dba UP Group, LLC (hereinafter "Operator"), with corporate offices at 1238 East Railroad, Gulfport, MS 39501.

City and Operator agree:

**ARTICLE 1. GENERAL**

- 1.1 All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2 All facilities, grounds, equipment and vehicles now owned by the City and acquired by City shall remain the property of the City.
- 1.3 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi
- 1.4 This Agreement shall be binding upon the successors of each of the parties but neither party will assign this Agreement, or any portion hereof, without the prior written consent of the other party.
- 1.5 All notices shall be in writing and transmitted by certified mail or personal delivery to the addresses listed above.
- 1.6 This Agreement, including Appendices, is the entire Agreement of both parties and may only be modified by mutually agreed written amendments signed by both parties. Wherever used, the terms "City" and "Operator" shall include the respective officers, directors, elected or appointed officials and employees.

1.7 This Agreement constitutes a renewal and extension of the contract between the parties dated November 17, 2009, and subject to an amendment dated October 19, 2011, that has been incorporated herein.

## **ARTICLE 2. SCOPE OF SERVICES: OPERATOR**

As a general statement of responsibilities assigned under this contract the Operator shall:

Provide professional utility management, operations and maintenance services of the City's Public Utility and Public Works Operations, consisting of the following divisions: Water, Sewer, and Natural Gas, Street and Drainage, Street Sweeping, Beautification and Property Maintenance.

The Operator shall also be responsible for all equipment, vehicles and facilities being used to operate the City's Public Utility and Public Works operations, including the water treatment and distribution facilities, as well as the wastewater collection and conveyance systems. These shall also include the designated water pumps, water storage tanks, water distribution lines and sewage collection lines and pumping stations. Further, Operator agrees to perform new sewer taps, water meter maintenance and installation consistent with or better than current operations and capabilities.

Specifically the Operator shall perform the duties listed below:

- 2.1 Hire, train and employ a sufficient number of employees to staff and operate the Project to provide continuing efficient and timely service in the operation of the Public Works and Utilities on behalf of the City. Operator shall assume responsibility for the cost of employing the Project workforce to manage, operate and maintain the City's Public Works and Utilities facilities. Where applicable, Project staff will meet water and wastewater certification requirements of the State of Mississippi.
- 2.2 Upon execution of the Contract, the Project will be initiated with 59 employees currently classified as Project staff. Any reductions in staffing of the Project resulting in a reduction in total Project staff by Operator of over 6 employees as of the date of startup, shall constitute a change in the contract, requiring a renegotiation of the contract cost, with appropriate credit assigned to the City. City approval must be granted prior to any Project position being eliminated. Management positions such as Project Manager or Contract Administrator shall not be included in the Project staff count.
- 2.3 Within the design capacity and capability of the facilities, manage, operate and maintain the water production systems so that finished water discharged from the Project meets State and Federal requirements.
- 2.4 Provide assistance to the City's engineering staff or consultants in review of any proposed project impacting Public Works or Utility operations.
- 2.5 Develop Standard Operating Procedures (SOP's) for use by the Project staff.
- 2.6 Provide a computerized maintenance management system for the City which shall include the required software and training of the staff. The cost of this system shall be included in the Operator's contract price. This system shall be employed to document all

- maintenance activities for the Project. City and its representatives shall have the right to inspect these records at any time.
- 2.7 Perform work planning and scheduling for the staff utilizing an approved maintenance management system and document completion of those tasks including the preventive and corrective maintenance of the City's equipment on a timely basis. These reports shall be made available for inspection by the City at any time.
  - 2.8 Develop an Emergency Response Plan for use by the Project staff in the event of a natural disaster.
  - 2.9 Perform other contract utility system operations services as directed by the City. Such services must be pre-authorized by the City and the cost of those services will be negotiated between the City and the Operator prior to any work being performed.
  - 2.10 Insure all water sampling is performed in compliance with State standards and laboratory testing presently required for operation of these facilities and performed by the Mississippi State Board of Health is performed for filing of all water quality permit reports to the regulatory agencies. These reports will be submitted to the City for transmittal to the appropriate State and Federal agencies in a timely manner.
  - 2.11 All current purchasing policies and procedures of the City will remain in place. In addition, Operator shall update the City monthly on the cost-to-date of repair parts versus the annual budget amount for "Utility System Maintenance and Repair" for both the Public Works and Utilities Departments.
  - 2.12 If there is an emergency requiring Operator to purchase a repair part or incur an expense on behalf of the City, Operator will be responsible to document and immediately notify the City's representative of the occurrence. Any repair parts purchased on behalf of the City under an emergency condition will be reimbursed to the Operator upon presentation of a proper receipt or copy of an invoice. Reimbursement to the Operator will be on a monthly basis and will be a direct pass-thru of the expense, with no additional mark-up or administrative fee added by the Operator.
  - 2.13 On a "best efforts" basis during any public works or utilities project rehabilitation, Operator shall comply with all State and Federal Permit requirements. This clause does not relieve the Operator from any negligent acts on the part of its staff.
  - 2.14 Provide twenty-four (24) hour per day access to Project for the City. Visits may be made at any time by any of City's employees. Keys for Project shall be provided to the Operator by the City. Visitors to the Project must comply with Operator's operating and safety procedures.
  - 2.15 Perform other professional services that are incidental to the Scope of Services as directed by the City. Such services must be pre-authorized by the City and additional compensation to the Operator will be negotiated on a case-by case basis.
  - 2.16 Provide capital planning and assistance to the City, if desired, for short and long term needs for expansions or modifications to the existing utility system as a result of increased demand, normal replacement needs or regulatory requirements imposed by the State or Federal agencies. Recommendations shall be submitted annually to the City during the term of this Agreement.
  - 2.17 On a continuing basis provide professional management assistance to reduce the cost of power and chemicals for the City throughout the term of this Agreement.
  - 2.18 Provide a drainage plan encompassing the frequency for inspection and maintenance of ditches, culverts, gutters and catch basins. This plan shall be reviewed and approved by

the City. Progress updates shall be included in the monthly report in addition to inspections and maintenance reports submitted to the Operations Manager on an approved form on a weekly basis. Exceptions to the drainage plan must be approved by the Operations Manager.

- 2.19 Provide street sweeping services for the City with approved equipment either leased or owned by the Operator. Operator will be solely responsible for all costs of operating and maintaining the equipment including but not limited to fuel, parts, oil, hydraulics, pumps and training. A street sweeping maintenance program shall be submitted to the City within forty five (45) days of contract acceptance and shall be approved by the City. Progress updates of the sweeping programs shall be included in the monthly report. Should the approved equipment become inoperable, adequate substitute equipment shall be utilized in order to maintain the sweeping schedule. Exceptions to the street sweeping plan shall be immediately reported to and approved by the Operations Manager.
- 2.20 In an effort to establish certain benchmarks of minimum acceptable performance, a baseline of work to be performed by the Operator has been developed from historical records available within the Public Works and Public Utilities Departments. These data are presented in Appendix D and represent the minimum work to be performed annually by the Operator.
- 2.21 Provide to the City written reports of work orders completed. All work orders are to be completed in a timely manner.
- 2.22 Project management staff shall be approved by the City prior to being assigned to the Project.

### **ARTICLE 3.SCOPE OF SERVICE: CITY**

Under terms of this Agreement the City shall do the following:

- 3.1 Maintain all existing Project easements, warranties and licenses that have been granted to City.
- 3.2 Pay all franchise, contract taxes, property or other normal taxes associated with the Project and levied by the Mississippi State Tax Commission.
- 3.3 Provide for Operator's use any vehicles and equipment presently in use at the Project. City shall continue to provide fuel and maintenance repairs of the vehicles and equipment, consistent with current practice. Future replacement responsibilities for any vehicles and equipment may be assumed by the Operator, if requested by the City. Such assignment of responsibility for vehicle and equipment replacement will require the City and Operator to negotiate a fair adjustment to the contract price for services under this Agreement. This adjustment of the contract shall also include a "buy-back" clause for purchase of Operator owned vehicles and equipment, if the City so chooses.
- 3.4 Provide auto tags for vehicles and equipment owned by the City,
- 3.5 Continue to pay for all utilities, chemicals, limestone, asphalt, gravel, cement, water meters, gas meters and all repair parts required for proper operation of the Public Works and Utility Departments, consistent with current practice and City budgeting procedures.
- 3.6 Continue to provide and pay for all required capital expenditures. These costs shall include all repairs, rehabilitation, expansions or modifications to the existing utility

system as a result of increased demand, normal replacement needs or regulatory requirements imposed by State or Federal agencies.

- 3.7 Continue to pay the cost of any State or Federal fees associated with permits for the water or wastewater facilities as well as provide required funding for any Federal or State mandated program implementation over the term of this Agreement.
- 3.8 Continue to pay for all costs associated with wastewater transportation and treatment by the Jackson County Utility Authority.
- 3.9 Departmental priorities shall be set by City Manager, Operations Manager, or designee. Priorities are subject to change at the direction of the City and changes should be expeditiously addressed to the satisfaction of the City.

**ARTICLE 4. COST OF WORK**

- 4.1 City shall pay to Operator as compensation for management services performed under this Agreement from December 1, 2012 – November 30, 2016; Operator’s cost categories as outlined in Appendix C.

Subsequent year’s fees will be increased 2% per year to cover cost of living adjustment:

<u>Term Year</u>	<u>Effective Date</u>	<u>Contract Fee</u>
Year One	12-01-12 to 11-30-13	\$3,429,760
Year Two	12-01-13 to 11-30-14	\$3,498,355
Year Three	12-01-14 to 11-30-15	\$3,568,322
Year Four	12-01-15 to 11-30-16	\$3,639,688

- 4.2 Extensions beyond year four shall be limited to an annual increase for cost of living adjustment of 2% per year, unless otherwise negotiated between the City and Operator.
- 4.3 Repair parts may be purchased on behalf of the City by the Operator. Parts costing in excess of \$500.00 must receive City’s prior, written approval and shall be procured consistent with State of Mississippi bid laws. Cost for all parts shall be billed as a “pass-through” expense with no additional “Operator mark-up”. Reimbursement for repair parts shall be in addition to the cost of management services as presented in Section 4.1 of this Agreement.
- 4.4 In the event that a change in the scope of services occurs or if there is an increase or decrease in the labor force required by the Operator, the City and Operator will negotiate a commensurate adjustment in the annual fee.

**ARTICLE 5. PAYMENT OF COMPENSATION**

- 5.1 One-twelfth (1/12) of the base fee for the current year shall be due and payable by the fifteenth day of the month after each month that services are provided.
- 5.2 All other compensation, including any pass-thru expenses, billed by Operator is due upon receipt of the invoice and is payable within forty five (45) days.

**ARTICLE 6. CHANGE IN THE WORK**

- 6.1 The City may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and Operator shall expeditiously perform the changes as directed.
- 6.2 Public Works/Utilities and water and wastewater treatment facility system modifications and expansions which result in a recognized need and City approved increase in staffing constitute a change in the work. A commensurate adjustment in the contract will be negotiated in good faith between the City and Operator to cover these expenses.

## **ARTICLE 7. ACCOUNTING RECORDS**

- 7.1 Operator shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the Operator, under the provisions of this Agreement.
- 7.2 The City shall also be afforded access to all the Operator's other records, books, correspondence, instructions, memoranda and similar data relating to this Agreement and any of the work.
- 7.3 Operator shall preserve financial documents and other records to which City has access rights without additional compensation for a period of three years, or such longer period as required by law, after final payment.

## **ARTICLE 8. INDEMNITY, LIABILITY AND INSURANCE**

- 8.1 Operator shall hold City harmless from any liability or damages including compensatory and punitive damages, which may arise from Operator's negligence, carelessness of the Operator's staff or the Operator's failure to perform responsibly under the terms of this Agreement. Operator shall name the City as an additional insured on all policies of insurance held by Operator on City's vehicles and equipment used by Operator in the performance of this Agreement. Operator's liability with respect to Operator's use of vehicles and equipment is limited to vehicles and equipment that have been designated or scheduled for the specific departments referenced in this contract.
- 8.2 To the extent allowed by law, City shall hold Operator harmless from any liability or damages including compensatory and punitive damages which may arise from City's negligence, carelessness of the City's staff or the City's failure to perform responsibly under the terms of this agreement.
- 8.3 Operator's liability to City under this Agreement excludes all indirect or compensatory and punitive damages arising from the normal operation, maintenance and management of the Project other than the compensatory and punitive damages arising from the Operator's negligence, carelessness of the Operator's staff or the Operator's failure to perform responsibly under the terms of this Agreement.
- 8.4 Operator shall obtain insurance coverage of a type and in the amounts described in Appendix B and shall obtain from its insurer waivers of any subrogation rights that the insurer might seek to assert against the City. An endorsement to that effect shall

be obtained by the Operator from its insurers. Nothing herein shall be construed as a waiver of immunity available to the City by virtue of Mississippi or Federal Law.

- 8.5 Operator is responsible to the City for fines incurred as a result of negligent operations, carelessness and a failure to perform responsibly under the terms of this Agreement on the part of Operator or the Operator's staff which may be levied by local, state or a national entity.

#### **ARTICLE 9. TERM AND TERMINATION**

- 9.1 The initial term of this Agreement shall commence on December 1, 2012, until November 30, 2016. Thereafter, this Agreement may be renewed and renegotiated for additional terms of four (4) years, if desired by the City.
- 9.2 Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party thirty (30) days to correct the breach. If the offending party fails to correct the breach then the Agreement may be terminated within thirty (30) days. Further, three breaches in any one calendar year shall be sufficient grounds for termination of this Agreement.
- 9.3 The City, at its option, has the right to terminate this Agreement with no less than ninety (90) days' notice to the Operator. Upon notice of termination by City, Operator shall assist City in an orderly transition of the staff and a resumption of operation of the Project by the City.

#### **ARTICLE 10. LABOR DISPUTES; FORCE MAJEURE**

- 10.1 In the event activities by City's employee groups or unions cause a disruption in Operator's ability to perform at the Project, City or Operator may seek appropriate injunctive court orders. Operator will continue to operate the Project on a best-efforts basis until such disruptions cease.
- 10.2 Neither party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, impossible or abnormally costly due to any unforeseen occurrence beyond its reasonable control. The party invoking Force Majeure shall notify the other party within ten (10) working days after its occurrence.
- 10.3 If a collective bargaining unit is formed by the employees of the Operator, the Operator shall negotiate in good faith with the Union representatives for continuation of services under this Agreement. The City may review any proposed labor agreements prior to their acceptance by Operator.

Both parties indicate their approval of this Agreement by their signatures below:

**Authorized Signatures:**

City of Pascagoula, Mississippi  
(City)

Utility Partners, L.L.C  
(Operator)

by \_\_\_\_\_  
Robert H. Maxwell

by \_\_\_\_\_  
Carl J. Pope

Title: Mayor

Title: President

Date \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX A**

### **DEFINITIONS**

1. The “Project” means all equipment, vehicles, grounds and facilities and where appropriate, the management, operations and maintenance of such.
2. “Project staff” is defined as all employees of Operator except Project Managers and Contract Administrators that are permanently assigned to the City’s project.
3. “Capital Expenditures” means any expenditure for the purchase of new equipment; or facility items or utility system repairs which significantly extend facility life and or expenditures that are planned, non-routine or budgeted by the City.
4. “Labor and benefits” cost is defined as salaries, group insurance, dental insurance, workmen’s compensation, retirement and social security for employees.
5. “Administrative Cost” is defined as audit and accounting fees, insurance, interest expense, depreciation, state fees, recycling fees, curbside fee, landfill fees, ad valorem tax, purchase of natural gas and electric current for resale to the public, fund transfers and PCB testing.
6. “Direct Costs” is defined as supplies, cost for gas, oil, lubrication, advertising, non-specific engineering cost, postage, computers and software, training, telephone service, travel expenses of employees and uniform expense.
7. “Maintenance” means the cost of routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Operator as required to maximize the service life of equipment, vehicles and treatment facilities.
8. “Repairs” means the cost of those activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, vehicles or facilities or a component thereof.

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

Operator shall maintain:

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

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

**APPENDIX C**  
**PRICE PROPOSAL**

Operator's price includes all costs associated with the following budget categories:

- Salaries
- Overtime (up to 8% of direct labor)
- Federal and State Unemployment
- Social Security
- Medical and Dental Insurance
- Worker's Compensation Insurance
- General Liability Insurance
- Uniforms and Personal Protective Equipment
- Computer Software
- Training Costs (State Certification Schools)
- GPS Monitoring System (up to 20 vehicles)
- Corporate Engineering and Operations Support

**APPENDIX D**

**Benchmarks or Baseline Minimum Performance Standards**

The following work is to be the minimum completed by the Operator on an annual basis during each year of service on behalf of the City.

JOB FUNCTION	MINIMUM QUANTITY/YEAR*
<b>Water System</b>	
Water Line Installation	2000 feet or more as needed
Water System Taps	As Needed
Conduct Water Plant Tours	As Requested
Repair/Replace Fire Hydrants	As Needed
Water System Work Orders	As needed (maintaining an acceptable Monthly completion %)
Maintain MS Cross Connection Program	As Required
Coordinate Water Testing w/ MS Dept. of Health	As Required
<b>Sewer System</b>	
Sewer Line Installation	2000 feet or more as needed
Sewer Taps	As Needed
Perform Point Repairs	As Needed
Install Sewer Cleanouts	As Needed
Sewer System Work Orders	As needed (maintaining an acceptable Monthly completion %)
Coordinate with MS DEQ	As Required
<b>Streets and Drainage</b>	
Sidewalk Repairs	250 feet/Year
Clean Ditches	4000 feet/Year or more as needed Maintenance schedule to be provided to the City and a work record shall be submitted to The City in a monthly report
Sweep Streets	As per approved maintenance schedule
Flushing Storm Lines (Culverts, Catch Basins)	Schedule to be provided to City by Operator And records shall be submitted to the City in A monthly report.
Street Division Work Orders	As needed (maintaining an acceptable Monthly completion %)
<b>Gas System</b>	
New Meter Sets	As Needed
Meter Replacement	150/Year or more as needed

New Services	As Needed
Repair Broken Services	40/Year or more as needed
New Gas Line Installed	As Needed
Gas Line Locates	As Needed

**Property Maintenance**

Work Orders	As needed (maintaining an acceptable Monthly completion %)
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Councilman Wolverton made a motion to approve the Agreement for Public Works between Utility Partners and the City of Pascagoula, as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 11-20-12)

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

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Darcie Crew, Parks and Recreation Director, discussed funding for Point Park as recommended by the Pascagoula Recreation Commission. Ms. Crew advised the commissioners would like to allocate up to \$100,000.00 of the Hotel Tax Fund revenues to the first phase of the Point Project, contingent upon the City Council allocating the additional \$300,000.00 to complete the funding for the parking, restroom and grass areas of the project. Additional information is as follows:

**MEMORANDUM TO CITY COUNCIL**

From: Darcie S. Crew, Parks and Recreation Director  
 Date: November 15, 2012  
 RE: POINT PARK FUNDING

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The information contained below is to explain the Point Park Project, its funding sources and related expenses as expected. The Pascagoula Recreation Commission is recommending that the shortfall of Exhibit 2A be covered by allocating Hotel Tax Funds in the amount of \$100,000 and the remaining \$290,000 from the General Fund.

<u>Funding sources are:</u>	\$1,000,000.00	CIAP Point Development
	552,000.00	CIAP acquisition for the Templett property
	<u>272,266.77</u>	Tidelands Phase II
	\$1,824,266.77	Total funding

<u>Expected Expenditures:</u>	\$188,075.00	Compton Engineering Agreement
	2,750.00	Compton – Phase I ESA
	156,000.00	Utilities
	<u>467,576.00</u>	Templett property acquisition (purchased)
	\$814,401.00	
 <u>Project Balance:</u>	 \$1,009,865.77	

Engineers Estimates for Construction:

Exhibit 2B Construction: \$1,041,505.00    Expected budget shortfall is \$ 31,640.33  
Exhibit 2A Construction: \$1,400,000.00    Expected budget shortfall is \$390,134.33

This project will need to go out for bids and actual costs are to be determined by the bids. This discussion is intended to share information as relative to project progression.

Kevin Yates from Compton Engineering, Inc. addressed the Council on this item and answered questions from the Council. The recommendation from City staff members and Compton Engineering, Inc. was for Council to approve Exhibit 2B.

After discussion, Councilman Corder made a motion to approve the Point Park funding and approve Exhibit 2B as recommended above. 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 11-20-12)

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

\*\*\*\*\*

Next for consideration was an Interlocal Agreement for the Creation of a Multi-Agency Narcotics Enforcement Team for the Enforcement of the Uniform Controlled Substances Law in the Cities of Pascagoula, Moss Point and Gautier as recommended by Police Chief Kenny Johnson. After comments, the Council considered the following Interlocal Agreement:

**INTER-LOCAL AGREEMENT FOR THE CREATION OF A MULTI-  
AGENCY NARCOTICS ENFORCEMENT TEAM FOR THE ENFORCEMENT OF  
THE UNIFORM CONTROLLED SUBSTANCES LAW IN THE CITIES  
OF PASCAGOULA, MOSS POINT AND GAUTIER, MISSISSIPPI;  
AND FOR RELATED PURPOSES**

1. **Parties:** Parties to this Agreement are the City of Pascagoula (Pascagoula), City of Moss Point (Moss Point), City of Gautier (Gautier) and their respective Police Departments (Agencies).
2. **Purpose:** The purpose of this Agreement is to create a Multi-Agency Narcotics Enforcement Team to foster and promote cooperation among the three Agencies to effect more comprehensive enforcement of the Uniform Controlled Substances Law, which is codified as Sections 41-29-101 et seq., of the Mississippi Code of 1972 (Law), as well as targeting drug trafficking organizations and to provide interdiction enforcement in the municipalities of the participating Agencies.
3. **Authority:** Each City that is signatory to this Agreement derives its authority to do so specifically from the provisions of Section 17-13-7 of the Mississippi Code of 1972, which permits the creation of Inter-Local Agreements to exercise “any power, authority or responsibility exercised or capable of being exercised by a local governmental unit of this State...”.
4. **Enabling Statement:** There is hereby created the Southeast Mississippi Metropolitan Enforcement Team (MET) consisting of the three Agencies that are signatory hereto the same being the Police Departments of Pascagoula, Moss Point and Gautier.
5. **Effective Date:** The MET created by this Agreement shall become effective and operational within thirty (30) days after receipt of approval from the Attorney General of the State of Mississippi as provided in Section 17-13-11 of the Mississippi Code of 1972.
6. **Duration:** This Agreement shall be in effect for a period of one (1) year commencing November 20, 2012, and ending on November 19, 2013. This Agreement shall be renewed annually thereafter unless two or more of the parties hereto give written notice of their intent to withdraw from the Agreement. Such written notice must be presented to the respective governing authorities not less than thirty (30) days prior to the anniversary date of this Agreement.
7. **Administration:** The MET shall be administered by a Governing Board (Board) consisting of the Chiefs of Police (Chiefs) of the Agencies that are parties hereto. The Board shall establish policies for the operation of the MET, its funding, equipping and manning. The Board shall approve all purchases of materials and equipment for the MET and shall also approve any disbursement of funds necessary for the operation of the MET. The Board shall meet monthly at a place and time set by the Board and at any other time the Board deems appropriate. A majority of the members of the Board shall constitute a quorum for voting purposes.
8. **Organization:** The parties agree that the Pascagoula Agency shall be designated the “Lead Agency” for the MET created pursuant to this Agreement. The parties also agree that the Pascagoula Police Chief shall have the initial authority to designate a MET

Commander from his appointees to the MET. Subsequent, or replacement Commanders, shall be appointed by the Board.

9. **Personnel:** The Chief of the Pascagoula Agency shall appoint two of that Agency's officers to serve on the MET. One of those officers, as noted hereinabove, shall be deemed the "MET Commander". The second in command shall be selected by the Board. The Moss Point and Gautier Chiefs shall each appoint one member of their respective Agencies to serve as members of the MET. Each member of the MET shall be compensated by his or her respective Agency and shall remain on the payroll of the City by whom they are employed. The MET Commander shall have the authority to convene emergency meetings of the Board when necessary. The MET Commander shall prepare all agendas for all of the Board meetings including a docket of claims to be approved by the Board for purchases of materials and equipment and disbursement of funds for the operation of the MET. The MET Commander shall be responsible for any and all press releases and media contacts pertinent to MET activities.
10. **Disciplinary Procedures:** Should it become necessary to impose any type of discipline on any member of the MET, then it shall be the duty of the Chief of the Agency by whom such member is employed to impose such discipline. Should a majority of the Board consider that such discipline as imposed by the Chief is inadequate, or otherwise inappropriate, then in such event, by majority vote, the member of the MET who is the subject of such discipline may be removed therefrom.
11. **Equipment:** Each Agency shall furnish its designated officers with all equipment and supplies necessary for their effective functioning within the MET. An initial inventory of this equipment shall be made with the name of the Agency contributing the equipment being indicated thereon.
12. **Funding and Financial Management:** The Lead Agency shall be responsible for the financial management of all funds received from whatever source by the MET including, but not limited to, funds contributed directly by the Cities, grants, forfeitures, seizures, sales of confiscated assets, or donations from third parties. Pascagoula shall be the City which holds all of the assets for the benefit of the MET with the exception of any equipment that is supplied by the other Cities, which shall remain the property of those Cities. The City Clerk/Comptroller for Pascagoula shall account annually for all income received and expenditures made by and on behalf of the MET. This annual accounting shall be submitted to each City that is signatory to this Agreement on or before the expiration of thirty (30) days from the end of each fiscal year that the MET is in existence. The City Clerk/Comptroller for Pascagoula shall maintain a current inventory of all equipment and assets acquired by the MET and shall include in this inventory a designation as to which City owns each item. All items of equipment and inventory acquired using funds generated by the operation of the MET shall be held by the City of Pascagoula for the mutual benefit of the three Agencies that are signatory hereto.
13. **Purchasing:** The MET shall abide by the purchasing laws of the State of Mississippi for

all items to be acquired with MET funds.

14. **Termination:** Participation in the MET by any City or Agency may be terminated at any time by the passage of a resolution by the governing authorities indicating an intent to withdraw from the MET. Should two or more Cities elect to terminate participation in the MET, then at that time, the MET shall be dissolved and the assets that were acquired using MET funds (MET Assets) shall be distributed among the participating Cities as directed by the Board. All funds held on deposit in any accounts for the benefit of the MET at the time of the dissolution shall likewise be equally divided among the participants with the exception of any funds that are traceable as contributions directly from the treasuries of a participating City, which funds shall be refunded to that City forthwith. This determination shall be made by the Board at a final meeting thereof to preside over the distribution of MET Assets.
15. **Disclaimer:** It is not the intent of the parties hereto to create an independent or separate agency, or separate legal entity with any powers commensurate with the powers of the participating Cities. It is understood and agreed by all signatories hereto that the MET created by this document exists solely at the will and pleasure of the participating Cities, any one of which may terminate its participation as provided hereinabove.
16. **Inter-Agency Cooperation:** The Board shall see to it that their respective Agencies fully cooperate with the MET in accomplishing its mission to enforce the provisions of the Law by providing immediate backup when requested, logistical support as needed and any other form of support requested by the MET and reasonably available for its use. This inter-agency cooperation shall extend to any and all police agencies operating within the jurisdiction of the MET and the Board shall require such inter-agency cooperation with agencies outside the MET itself when necessary.
17. **Location:** The Board, at its first meeting, or as soon thereafter as possible, shall determine the location for the operation of the MET separate and apart from any of the three Agencies which are signatory to this Agreement. Expenses incurred in the procurement of such a location for the operation of the MET shall be the responsibility of the MET and shall be paid from funds generated by MET efforts. In the event that any of the Cities contributes initially to the procurement of the location, then in such event, and as soon as may be practical, such City or Cities shall be reimbursed from the funds generated by the MET for these initial contributions.
18. **Miscellaneous:** For purposes of this Agreement, whenever the terms Chief, Chief of Police, or Chiefs, appears at any point in the text of the Agreement, such terms shall mean the Chiefs of Police of the Agencies who are signatory to this Agreement, or their respective designees.

**Witness** the signatures of the participating parties on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**City of Pascagoula**

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Police Chief Date

**City of Gautier**

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Police Chief Date

**City of Moss Point**

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Police Chief Date

Councilman Corder made a motion to approve the Interlocal Agreement for the Creation of a Multi-Agency Narcotics Enforcement Team for the Enforcement of the Uniform Controlled Substances Law in the Cities of Pascagoula, Moss Point, and Gautier as recommended and authorize the Mayor and Police Chief 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 11-20-12)

(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 an Order for the docket of claims as follows:

**ORDER**

**WHEREAS**, the attached docket of claims for the period of October 2, 2012, through

October 16, 2012, has been presented to the City Council for allowance and approval; and

**WHEREAS**, the below claim numbers 10-12-01,10-26-02, and10-03 have also been presented to the City Council for allowance and approval:

<u>October 12, 2012</u>		<u>Claim # 10-12-01</u>
010	General Fund	\$ 438,578.75
400	Pascagoula Utilities	22,566.90
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 461,701.54</u>

<u>October 26, 2012</u>		<u>Claim # 10-26-02</u>
010	General Fund	\$ 443,913.16
400	Pascagoula Utilities	22,385.95
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 466,855.00</u>

<u>Miscellaneous Claim</u>		<u>Claim # 10-03</u>
1000	City Share FICA	\$ 45,276.72
1100	City Share Medicare	10,588.87
7000	City Share PERS	<u>106,082.53</u>
	Total	\$ 161,948.12

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

**NOW, THEREFORE, IT IS ORDERED** that all claims shown on said dockets are

hereby allowed and approved for payment.

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". 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 20<sup>th</sup> day of November, 2012.

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At this time, Mayor Maxwell made a motion to close City of Pascagoula departments that have non-essential employees at noon on Wednesday, November 21, 2012, due to the Thanksgiving holidays. The motion as 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 11-20-12)

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Councilman Corder made a motion to close the meeting to consider going into executive session. 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".

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Councilman Corder made a motion to go into executive session for the purpose of discussing the possible purchase of real estate on Old Mobile Highway. 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", after which Mayor Pro Tem Abston announced to the public and those in attendance that the Council had voted to go into executive session for the purpose stated above. The Council then began the executive session.

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Councilman Corder made a motion to end the executive session and return to open session. 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".

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No action was taken in executive session.

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Councilman Wolverton made a motion to adjourn the meeting. 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 7:15 p.m.

APPROVED:

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Robert H. Maxwell, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk