

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, OCTOBER 2, 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 regular meeting on Tuesday, October 2, 2012, at 6:00 p.m. Mayor Pro Tem Abston called the meeting to order with the following officials present:

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

Mayor Robert H. Maxwell was absent.

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. Councilman Corder gave the invocation and the pledge of allegiance was recited before the commencing of business.

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Robin Wood addressed the Council on behalf of the American Heart Association Executive Leadership Team, regarding a \$1,000.00 sponsorship commitment to the 2013 Jackson County Heart Walk to advertise the resources of the City of Pascagoula. The annual event will be held on March 23, 2013, at Pascagoula Beach Park.

Councilman Stallworth made a motion to approve advertising the resources of the City of Pascagoula for a \$1,000.00 sponsorship commitment to the 2013 Jackson County Heart Walk on behalf of the American Heart Association Executive Leadership Team. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

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Chris Camp, with Lose and Associates, addressed the Council regarding a new master plan for the Parks & Recreation Department which they have been working on for several months. They have held public meetings, held interviews, and completed a community survey. Mr. Camp gave a Power Point presentation regarding the plan. In summary, he stated that Pascagoula has an estimated 1,446.9 residents per square mile and suggested that the Council

consider a new Parks & Recreation Center/Community Center/Aquatics Center. This could possibly be constructed near the new Senior Center on Live Oak Avenue. Mr. Camp suggested the Council adopt the plan in principle. However, Councilman Corder stated he would like for the City Council to take this matter under advisement.

After general discussion, Councilman Corder made a motion to “TABLE” the matter regarding a new master plan for the Parks & Recreation Department until a later date. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 10-2-12)

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George Payne, Krebs Avenue, addressed the Council regarding property cleanup on his street. He advised the grass is very high and the property owners are not taking care of it as they should after it has been cut. The City Manager advised he will find out what the status is on these properties. Councilman Milstead recommended that a plan be developed to follow up on unclean properties around town.

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Dr. Jack Hoover then addressed the Council and provided an update on the Maritime Museum Project. He advised that the former Math and Science Building and the band hall at the old Pascagoula High School have now been added to the National Register which will be a big help to the committee. A loan closing ceremony has been tentatively set for 10:00 a.m. on Thursday, October 18, 2012, at Hancock Bank and he invited the Council to attend.

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

Councilman Tillman requested that Item F regarding a banner request from the Moss Point Active Committee for placement of a banner advertising the “Christmas by the River” event at the Pascagoula welcome sign be removed from the consent agenda and considered as a separate matter tonight. It was noted that this event sign will come down and be placed in front of the welcome sign when the “Downtown for the Holidays” banner goes up.

After discussion, Councilman Stallworth made a motion to approve the banner request from the Moss Point Active Committee for placement of a banner advertising the “Christmas by the River” event at the Pascagoula welcome sign. The motion was seconded by Councilman Milstead.

After further discussion, Councilman Stallworth then amended his motion to “TABLE” the banner request from the Moss Point Active Committee for placement of a banner advertising the “Christmas by the River” event at the Pascagoula welcome sign until the Council meeting of October 16, 2012. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 10-2-12)

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The first items for consideration were minutes of the recessed regular Council meetings of September 18, 2012, and of September 25, 2012, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to adopt and approve minutes of the recessed regular Council meetings of September 18, 2012, and September 25, 2012, as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

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The next item for consideration was a request for blanket approval to hang banner signs for the following events: Trunk-r-Treat, Historic Krebs Cemetery Tour, and Downtown for the Holidays as recommended by Rebecca Davis, Main Street Director.

Councilman Stallworth made a motion for blanket approval to hang banner signs for the following events: Trunk-r-Treat, Historic Krebs Cemetery Tour, and Downtown for the Holidays as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

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The next item for consideration was funding for the LaPointe Krebs Foundation as recommended by Darcie Crew, Parks & Recreation Director.

The Council then considered the following Resolution:

**RESOLUTION AUTHORIZING TRANSFER OF FUNDS  
TO LAPOINTE-KREBS FOUNDATION**

**WHEREAS**, the City of Pascagoula and Jackson County entered into a Memorandum of Understanding providing for the maintenance and upkeep of the LaPointe-Krebs House, formerly known as the "Old Spanish Fort"; and

**WHEREAS**, pursuant to the MOU, the County was to pay over to the City the sum of \$50,000 per year for the purposes specified in the Agreement; and

**WHEREAS**, the LaPointe-Krebs Foundation, pursuant to a MOU between the City of Pascagoula and Jackson County, and by virtue of its charter and bylaws is now vested with the

responsibility for the maintenance and upkeep of the LaPointe-Krebs House and grounds and the County has obligated itself to pay to the LaPointe-Krebs Foundation the sum of \$50,000 per year for this purpose; and

**WHEREAS**, due to damages caused by Hurricane Katrina and the inability to completely restore the LaPointe-Krebs House and Museum, the City's maintenance responsibilities have been limited to a certain degree and all of the funds furnished by the County to the City since 2007 have not been expended; and

**WHEREAS**, the City Attorney has confirmed with the County Attorney that the funds remaining on deposit with the City for the purposes set forth in the MOU between the City and the County for the maintenance and upkeep of the property should be turned over to the LaPointe-Krebs Foundation for that purpose; and

**WHEREAS**, after deduction of the City's expenses incurred since 2007, there remains the sum of \$81,575.48 in funds allocable to the maintenance and upkeep of the LaPointe-Krebs House and grounds, which funds were provided to the City by the County; and

**WHEREAS**, since the City did not budget for maintenance and upkeep of the LaPointe-Krebs House and grounds for the fiscal year 2013 and some expenses may yet be incurred before the LaPointe-Krebs Foundation can fully assume control of the premises, the City proposes to transfer to the LaPointe-Krebs Foundation the sum of \$70,000, thereby leaving a balance of \$11,575.48 with the City to offset such expenses:

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

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

**SECTION 2.** The Comptroller of the City is authorized and directed to transfer to the LaPointe-Krebs Foundation the sum of \$70,000 from the proceeds remaining on deposit in the City accounts for the purpose of the maintenance and upkeep of the LaPointe-Krebs House and grounds.

**SECTION 3.** The Comptroller shall retain the sum of \$11,575.48 to be applied to any expenses that may be outstanding or which may be incurred prior to the Foundation assuming responsibility for the LaPointe-Krebs House and grounds.

**SECTION 4.** Once all expenses are accounted for and settled by the City, the balance remaining, if any, shall likewise be transferred to the LaPointe-Krebs Foundation.

**SECTION 5.** A certified copy of this resolution shall be sent to Paula Yancey, Attorney for the Jackson County Board of Supervisors, P.O. Box 998, Pascagoula, MS 39568.

The above Resolution was introduced by Councilman Stallworth, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell “ABSENT”. 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 2<sup>nd</sup> day of October, 2012.

The maintenance spreadsheet submitted is as follows:

**Old Spanish Fort Maintenance Spreadsheet**

<u>Descrip</u>	<u>FY2007</u>	<u>FY 2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>TOTALS</u>
Income (JC)	---	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	---	Total \$200,000.00
<u>Expenses</u>							
Mowing		4,880.00	10,400.52	9,378.61	10,896.27	9,716.53	45,271.93
Electricity				1,332.02	3,221.97	3,266.55	7,820.54
Termite Protection	1,566.75	375.00	375.00	375.00	375.00	439.00	3,505.75
Tree Trimming	3,600.00		3,050.00		250.00		6,900.00
Beautification	54.00	360.00					414.00
Labor	2,323.00	2,323.00	2,323.00	2,323.00	2,323.00	2,323.00	13,938.00
Maint. Labor	1,415.00	1,071.00	915.00	915.00	915.00	120.00	5,351.00
Elec. Work				1,646.00			1,646.00
Materials				643.43			643.43
P.W. Asst.				1,388.00			1,388.00
Other Time/Svc.	3,735.00	1,867.00	3,311.00	7,841.00	1,867.00	374.00	18,995.00

Other labor	1,092.00	7,584.00	1,092.00	1,092.00	1,092.00	437.00		12,389.00
Other	60.00			101.87				161.87
	13,845.75	18,460.00	21,466.52	27,035.93	20,940.24	16,676.08	TOTAL	<u>118,424.52</u>
							BALANCE	\$81,575.48

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The next item for consideration was Amendment No. 1 to the Agreement for Professional Services for the Point Park Revitalization and Development with Compton Engineering, Inc., Pascagoula, MS, in the amount of \$2,750.00 as recommended by Darcie Crew, Parks & Recreation Director. This amendment adds a Phase I Environmental Assessment as required by CIAP.

Councilman Stallworth made a motion to approve Amendment No. 1 to the Agreement for Professional Services for the Point Park Revitalization and Development Project with Compton Engineering, Inc. 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 "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 Department of Transportation (MDOT) Title VI Assessment Report for July 1, 2011 – June 30, 2012, and Certification as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Stallworth made a motion to approve a Mississippi Department of Transportation (MDOT) Title VI Assessment Report for July 1, 2011 – June 30, 2012, and Certification as recommended and authorize the Mayor Pro Tem to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 to determine whether certain parcels of land at 2011 Pascagoula Street, 4515 Cedar, 3311 Ronnie, 1414 Apache, 4607 Fisher, 407 John and 403 John are in such a state of uncleanliness as to be a menace to the public health and safety of this community as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

**ORDER**

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

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

**THEREFORE, IT IS ORDERED** that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on November 6, 2012, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41410012.000 2011 Pascagoula	Michael Dickinson P.O. Box 1123 Ocean Springs, MS 39566	Deed Book 702, Page 188
41700715.000 4515 Cedar	Crystal P. Cornelius 4515 Cedar Street Pascagoula, MS 39567 <b>(Footnote 1)</b>	Deed Book 1256, Page 587
41945029.000 3311 Ronnie	Pamela R. Eaves 2503 Old Mobile Hwy, Apt. 312 Pascagoula, MS 39581	Deed Book 1508, Page 253

41335234.000 1414 Apache	Robert E. McCorvey and Schermonique Danielle Taylor 5801 Dr. Martin Luther King Dr. Moss Point, MS 39563	Deed Book 1325, Page 522
41510003.000 4607 Fisher	Sean Matthew Ellington 6427 Airport Blvd., Apt. 84 Mobile, AL 36608	Deed Book 1383, Page 895
40405130.000 407 John	James R. Moore 104 Patriot Place Summerville, SC 29485	Deed Book 1059, Page 908
40405138.000 403 John	James R. Moore 104 Patriot Place Summerville, SC 29485	Deed Book 1055, Page 525

**PARTIES WITH INTEREST**

**Footnote 1:** -Preferred Mortgages, Inc., 1625 Hwy 90, Suite A, Gautier, MS 39553  
-Claude E. Griffin, P.O. Box 5466, Moss Point, MS 39563

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell “ABSENT”. 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 2<sup>nd</sup> day of October, 2012.

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The next item for consideration was the Citywide Sewer Evaluation and Rehabilitation Contract Amendment No. 2 with Compton Engineering, Inc. as recommended by Jen Dearman, Community and Economic Development Director. This amendment will add \$23,500.00 to handle the added services during construction associated with the 30 day extension on Change Order No. 2 on the construction contract. The total amount will not exceed \$175,000.00. Ms. Dearman requested authorization for a manual check for final payment.

Councilman Stallworth made a motion to approve the Citywide Sewer Evaluation and Rehabilitation Contract Amendment No. 2 with Compton Engineering, Inc., authorize the City Manager to execute the related documents, and authorize a manual check for final payment as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder

“AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.  
(Approved 10-2-12)

(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 renewal of the Memorandum of Agreement (MOA) between the Pascagoula Police Department and the Naval Construction Battalion Center in regards to the Lakeside Facility as recommended by Police Chief Kenny Johnson.

The MOU is spread on the minutes as follows:

DEPARTMENT OF THE NAVY  
NAVAL CONSTRUCTION BATTALION CENTER  
4902 MARVIN SHIELDS BLVD  
GULFPORT MS 39501

5500  
N3AT Ser/285  
04 Sep 12

MEMORANDUM OF AGREEMENT  
BETWEEN  
COMMANDING OFFICER, NAVAL CONSTRUCTION BATTALION CENTER,  
GULFPORT  
AND  
PASCAGOULA POLICE DEPARTMENT, PASCAGOULA, MS

Subj: MUTUAL AID

This agreement, made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2012 by and between the Chief Of Police, Pascagoula Police Department (PPD), Pascagoula, Mississippi, and the Commanding Officer, Naval Construction Battalion Center (NCBC), Gulfport, Mississippi, will become effective upon ratification by the City Council of the City of Pascagoula, Mississippi, and shall remain in force and effect until terminated in accordance with the provisions hereinafter recited. The term of this MOA is six years, effective upon the approval signatures of all parties hereto.

1. Purpose. The purpose of this memorandum is to address the provision of mutual aid between NCBC and PPD. Mutual aid includes but is not limited to reporting suspicious activity, response to crimes, narcotics detection, crime and accident investigation, and emergency response in and around the confines of the Lakeside complex, located at 3500 Chicot Street, Pascagoula, MS.

2. Background. The Lakeside Complex is a housing facility for Sailors stationed on ships under construction at Ingalls Shipyard in Pascagoula. NCBC has primary responsibility for the security of the Lakeside Complex. However, the significant distance between NCBC and the Lakeside Complex prevents a timely response from NCBC Security Forces. In the past, PPD has responded to incidents occurring at the Lakeside Complex. Through this MOA, NCBC requests PPD's continuing support in responding to incidents at the Lakeside Complex.

3. Policy. NCBC and PPD recognize the procedures set forth herein are intended to decrease the response time to incidents and make the reporting, investigation and prosecution of offenses more expeditious and efficient. This memorandum does not apply to offenses cognizable only under the Uniform Code of Military Justices (UCMJ), nor does it apply to investigations for administrative or security purposes.

Subj: MUTUAL AID

4. Terms of Agreement. The parties involved agree to undertake the actions outlined below, as it is recognized and deemed mutually sound, desirable, practicable and beneficial for all parties to participate and render assistance in accordance with the following terms:

a. Both parties

(1) Agree to report to the other party any suspicious individual(s) or activity occurring around the confines of the Lakeside Complex.

(2) Agree to work jointly whenever investigations involving both military and civilian interests are initiated, and to provide support to the party leading the investigation.

(3) Agree to be accountable to, and operate under, the direction of the authorized person in command of any emergency operation under the jurisdiction requesting assistance. Both parties agree to adopt standard operating procedures for incident commands, and communications, as necessary, to provide for the health and safety of the public and emergency response personnel.

(4) Agree that no party will be liable to the other party with regard to the extent of resources or assistance provided. Also, no party shall be obligated to reimburse the other party for costs incurred pursuant to this agreement.

(5) Agree, when feasible and practical, to participate in multi-jurisdictional drills, exercises, training, pre-incident planning, post incident critiques, and other activities to enhance safe and effective emergency operation. Both parties agree to assume their own costs and expenses for such activities.

(6) Agree that nothing in this agreement limits either party from participating in other contracts for services or mutual assistance, or prohibits any party from providing resources, equipment, facilities, or personnel to any other jurisdiction or geographic area outside the scope of this agreement.

b. NCBC

(1) Agrees to immediately notify PPD of any incident, emergency, violation, or crime in which the NCBC Security Force requires immediate assistance. NCBC personnel will assist responding PPD units.

Subj: MUTUAL AID

(2) Agrees that the Police Chief or delegate of the responding agency be the responsible authority in determining what type or how much assistance, resources, personnel, or equipment to be devoted at the scene of any police related response to NCBC.

(3) Agrees that the Police Chief or his representative will be the point of contact for receipt and release of investigative reports and other information or documentation to PPD.

c. PPD

(1) Agrees to respond to requests for assistance from NCBC regarding incidents occurring at the Lakeside Complex. Incidents may include but are not limited to emergencies, active shooter scenarios, breaches of security, hostage incidents, terrorist activities, detection of explosives or narcotics, disposal of explosives, unlawful entry onto government property, vehicle accidents, and any other suspicious or unlawful activity.

(2) Agrees that NCBC's Security Officer or his representative will be the point of contact for receipt and release of investigative reports and other information or documentation to NCBC in the event that NCIS is not involved in the matter.

5. Liability. Each party to this MOA will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. Neither party shall be responsible to the other party for personal injuries, losses, claims, or demands caused by the acts or omissions, if any, of such party or its agents, employees, or officers.

6. Effective. This Memorandum of Understanding shall become effective upon the date ratified by the City Council and shall remain in full force and in effect until cancelled by mutual agreement of the parties hereto, or by written notice by one party to the other party within (60) days notice of said cancellation.

7. Disclaimer. Should Federal Law modify or nullify any of the provisions of this MOA, Federal Law will prevail.

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K. JOHNSON  
Chief of Police  
Pascagoula, MS



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F. F. BURGESS III, CAPT, USN  
Commanding Officer  
NCBC Gulfport, MS

Councilman Stallworth made a motion to approve the renewal of the Memorandum of Agreement (MOA) between the Pascagoula Police Department and the Naval Construction Battalion Center in regards to the Lakeside Facility and authorize Police Chief Kenny Johnson to execute the related document as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

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

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The next item for consideration was the 2013 voluntary insurance program for City of Pascagoula Employees as recommended by the Insurance Committee at its meeting held on September 20, 2012, as presented by Brenda Germany, Human Resources Generalist.

The memorandum regarding this matter is spread on the minutes as follows:

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**MEMORANDUM**

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**TO:** JOE HUFFMAN,  
COUNCIL MEMBERS

**FROM:** BRENDA GERMANY

**SUBJECT:** CITY OF PASCAGOULA EMPLOYEES' 2013 VOLUNTARY INSURANCE PROGRAM

**DATE:** 9/25/2012

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At the September 20, 2012 meeting, the City of Pascagoula Insurance Committee reviewed the current Voluntary Insurance program and unanimously recommended the following providers for the City of Pascagoula Employees 2013 Voluntary Insurance Program:

Accident – Colonial Life  
Cancer – Colonial Life  
Critical Illness – AFLAC  
Dental – MetLife  
Hospital Indemnity – Colonial Life  
Short/Term Disability – Colonial Life  
Term Life – Mutual of Omaha  
Universal Life – Colonial Life

In an effort to streamline the current program and eliminate duplications of coverage, multiple lines of voluntary insurance in the same category (i.e. Accident, Cancer and Vision\* insurance) will no longer be offered. Employees who are currently enrolled in the lines of insurance that will no longer be offered will have the opportunity to convert their coverage to a personal policy, if desired. These changes will become effective January 1, 2013. The Human Resources Staff concurs with these recommendations.

\*Vision benefits are currently included in the City of Pascagoula Employees Group Health Plan.

Councilman Stallworth made a motion to approve the 2013 voluntary insurance program for City of Pascagoula Employees as recommended by the Insurance Committee at its meeting of September 20, 2012, and listed above. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-2-12)

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The next item for consideration was a request to extend Annual Bid #311 – Covers, Frames & Grates, with Mississippi Utilities, Gulfport, MS, at the current contract prices as recommended by Steve Mitchell, Operations Manager. The new contract dates will be September 29, 2012, through September 30, 2013, with a one-year renewal option.

The tabulation sheet with contract prices is spread on the minutes as follows:

**Tabulation Sheet**  
**Grates, Frames, & Covers - Annual Bid #311**  
**Bid Open: Thursday, September 29, 2011 @**  
**2:00 P.M.**

	<b>MS Utilities</b>	U.S. Foundry
One Complete Unit:		
Light Duty R&C	\$ 142.00	\$ 185.29
Hwy Ring&Cover	\$ 165.00	\$ 341.50
Grated Ring&Cover	\$ 165.00	\$ 207.56
Grate: Stool Type	n/b	n/a

**Frame&Grate/Fit Pipe:**

12"	\$	<b>46.00</b>	n/a
15"	\$	<b>66.00</b>	n/a
18"	\$	<b>85.00</b>	n/a
24"	\$	<b>128.00</b>	\$ 185.69
30"		n/a	n/a
12" x			
12"	\$	<b>29.00</b>	\$ 45.49
18" x			
18"	\$	<b>68.00</b>	\$ 83.42
24" x			
24"	\$	<b>113.00</b>	\$ 120.67
26" x			
26"	\$	<b>136.00</b>	n/a
30" x			
30"	\$	<b>259.00</b>	n/a

Councilman Stallworth made a motion to approve the extension of Annual Bid #311 – Covers, Frames & Grates, with Mississippi Utilities, Gulfport, MS, at the current contract prices as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-2-12)

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Next for consideration were closeout documents on the Citywide Sewer Evaluation Project with Kappa Development & Contracting, Inc., Gulfport, MS, and final payment #12 for \$144,926.10 as recommended by Jen Dearman, Community and Economic Development Director, and Compton Engineering, Inc.

Councilman Stallworth made a motion to approve the closeout documents on the Citywide Sewer Evaluation Project with Kappa Development & Contracting, Inc., authorize the City Manager to execute the related documents, and approve a manual check for final payment #12 for \$144,926.10 as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “ABSENT”. Mayor Pro Tem Abston “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-2-12)

(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 Anchor Square Tenant Lease with Renee Barton for Unit J for her business, A Grand Entrance, for the period from September 12, 2012, through September 11, 2013, as recommended by LaLinda Grace, Information Center Coordinator.

Councilman Stallworth made a motion to approve an Anchor Square Tenant Lease with Renee Barton for Unit J for her business, A Grand Entrance, for the period from September 12, 2012, through September 11, 2013, as recommended and authorize the Mayor to sign the related document. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 to acknowledge an approval letter for the 2013 DUI Grant funds from the Department of Public Safety for \$48,727.44 and submit related documents as presented by Jen Dearman, Community and Economic Development Director. No match is required.

Councilman Stallworth made a motion to acknowledge an approval letter for the 2013 DUI Grant funds from the Department of Public Safety for \$48,727.44 and authorize the Mayor Pro Tem to execute the related documents as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 Memorandum of Understanding (MOU) between the U.S. Coast Guard Cutter (USCGC) Decisive (WMEC 629) and the Pascagoula Fire Department as recommended by Fire Chief Robert O'Sullivan.

The Memorandum of Understanding is spread on the minutes as follows:

**Memorandum of Understanding between United States Coast Guard Cutter  
DECISIVE (WMEC 629) and the Pascagoula Fire Department**

This Agreement, entered into this \_\_\_ day of \_\_\_ 2012, between the above named Coast Guard Cutters and the Pascagoula Fire Department is for the purpose of providing fire protection, the protection of life and property from fire and firefighting, and the provision of emergency medical services, by the Pascagoula Fire Department to the Coast Guard Cutters named above. The Pascagoula Fire Department and the Coast Guard Cutter Decisive agree that:

1. On request made to Pascagoula FD by a representative of the of the Coast Guard Cutter Decisive, firefighting and/or emergency medical services equipment and personnel of the Pascagoula FD shall be dispatched to the requesting Coast Guard Cutter as determined and directed by Pascagoula FD.

2. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. All requests for fire or emergency medical equipment and personnel shall be made by telephone, unless that number is inoperative or unavailable for any reason.

b. Any request for aid under this agreement will include a description by the Coast Guard Cutter's representative of the type of nature of the fire or emergency to which response is requested, and will specify the location to which the equipment and personnel are to be dispatched: however, the amount and type of equipment and number of personnel to be furnished will be determined by the Pascagoula FD.

3. The Pascagoula FD equipment and personnel will report to the Coast Guard Pier on Singing River Island, Pascagoula. The Coast Guard Cutter shall provide an escort to meet the equipment and personnel at the Coast Guard Pier and guide the Pascagoula FD personnel to the location where emergency services are to be rendered. All actions of the Pascagoula FD fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the Pascagoula FD.

4. Reimbursement to the Pascagoula FD for cost of firefighting on one of the above mentioned Coast Guard Cutters is governed by section 2210 Title 15, United States Code, and the implementing regulations set forth at part 151, Title 44, Code of Federal Regulations. Any such claim for reimbursement for firefighting cost may also include costs associated with the emergency medical services to the extent normally rendered by a fire service in connection with a fire.

5. All equipment used by the Pascagoula FD in carrying out this agreement will, at the time of actions hereunder, be owned by, under the control of, or being employed in accordance with existing Mutual Aid Agreements, and all personnel acting for the Pascagoula FD under this agreement will, at the time of such action, be an employee or volunteer member of the Pascagoula FD or acting in accordance with existing Mutual Aid Agreements.

6. As an aid to implementing this agreement, members of the Pascagoula FD with prior arrangement with the Commanding Officer or his designated representative are invited to tour the cutter for the purpose of preparing a pre-fire plan. This plan may be reviewed biennially.

This agreement shall become effective upon the date subscribed by the last signatory and reviewed on a yearly basis.

_____	_____
Commanding Officer CGC DECISIVE	Date
_____	_____
Fire Chief City of Pascagoula	Date

Councilman Stallworth made a motion to approve a Memorandum of Understanding (MOU) between the U.S. Coast Guard Cutter (USCGC) Decisive (WMEC 629) and the Pascagoula Fire Department as recommended and authorize Fire Chief Robert O’Sullivan to

execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 the extension of the Building Maintenance Agreement with Diamond Heating & Cooling Services, Inc., Satsuma, AL, for "Year 4" in the amount of \$80,985.00 as recommended by Brenda Reed, Asst. City Clerk. The original proposal was approved by the City Council on September 15, 2009, and the agreement was for three years with an option to renew for two, one-year periods. The new contract dates will be October 1, 2012, through September 30, 2013.

Councilman Stallworth made a motion to approve the extension of the Building Maintenance Agreement with Diamond Heating & Cooling Services, Inc. for "Year 4" in the amount of \$80,985.00 as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 Change Order No. 3 to the contract with LJ Construction for the LaFont Redevelopment Project as recommended by Jaci Turner, Program Manager. The change order will add 21 additional days to the contract to address delays from weather during Hurricane Isaac and other rain events. There is no change to the cost of the project.

Councilman Stallworth made a motion to approve Change Order No. 3 with LJ Construction for the LaFont Redevelopment Project for the addition of 21 days to contract to address delays from weather during Hurricane Isaac and other rain events 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 "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

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Next for consideration were LaFont Inn Redevelopment Project expenses and a request by Jaci Turner, Program Manager, for approval to issue manual checks to pay the following invoices:

One payment to Neel Schaffer for Bidding & Construction Admin. For \$3,974.40,  
One payment to Neel Schaffer for Resident Project Representation Services for  
\$11,537.01 and One payment to LJ Construction for \$152,065.44

TOTAL PAYMENTS: \$167,756.85

Councilman Wolverton made a motion to approve the LaFont Inn Redevelopment Project expenses as recommended and authorize manual checks to pay the following invoices:

One payment to Neel Schaffer for Bidding & Construction Admin. For \$3,974.40,  
One payment to Neel Schaffer for Resident Project Representation Services for  
\$11,537.01 and One payment to LJ Construction for \$152,065.44

TOTAL PAYMENTS: \$167,756.85

The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-2-12)

(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 Order for the docket of claims as follows:

**ORDER**

**WHEREAS**, the attached docket of claims for the period September 14, 2012, through September 28, 2012, has been presented to the City Council for allowance and approval.

**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 "ABSENT". 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 2<sup>nd</sup> day of October, 2012.

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Councilman Abston handed out information regarding the Pascagoula High School homecoming parade if the Council was interested in participating in this event. He also reminded everyone of the Mobile Patriots Wheelchair Basketball Game fundraiser event on Wednesday, October 10, 2012, at 6:30 p.m. at the Parks & Recreation Department gym.

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Councilman Corder reported property cleanup matters in the Chipley area south of Ingalls Avenue and high grass on property located at the corner of 14<sup>th</sup> Street and Polk Avenue. He also reminded the Council of the C-spire Bright Lights event at the football game on Thursday night, October 4, 2012, between Pascagoula High School and Picayune High School. He encouraged everyone to support the event.

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Councilman Tillman encouraged everyone to get their football game tickets early since they are selling quickly.

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Joe Huffman, City Manager, reminded everyone of the Zonta Festival this Saturday, October 6, 2012, in downtown Pascagoula.

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There being no further business to come before the Council at this time, Councilman Wolverton made a motion to recess to Tuesday, October 16, 2012, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "ABSENT". Mayor Pro Tem Abston "AYE". Councilmen Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The meeting ended at 7:07 p.m.

**APPROVED:**

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Joe Abston, Mayor Pro Tem

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Frank Corder, Councilman

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Jim Milstead, Councilman

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Robert Stallworth, Sr., Councilman

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Harold Tillman, Jr., Councilman

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George L. Wolverton, Sr., Councilman

**ATTEST:**

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Brenda J. Reed, Asst. City Clerk