

**REGULAR MEETING OF THE CITY COUNCIL
WEDNESDAY, JANUARY 2, 2013, 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 Wednesday, January 2, 2013, at 6:00 p.m. Mayor Maxwell called the meeting to order with the following officials present:

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

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

Mayor Maxwell welcomed everyone to the meeting. The invocation was given by Councilman Milstead and the pledge of allegiance was recited before the commencement of business.

Councilman Corder then read and presented Susie Harvill, Executive Director/Founder, Advocates for Freedom, with the following proclamation for Human Trafficking Awareness Month:

P R O C L A M A T I O N

WHEREAS, a “human trafficking survivor” is defined as anyone living in modern slavery by being trafficked into the labor or sex industry; and

WHEREAS, research indicates that 1 in 5 girls and 1 in 10 boys will be sexually victimized before adulthood; and

WHEREAS, there is a need to raise awareness about the critical need to stop human trafficking in communities throughout the nation; and

WHEREAS, all Americans need to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking; and

WHEREAS, The President has declared January as “National Slavery and Human Trafficking Prevention Month; and

WHEREAS, efforts of individuals, organizations and governments entities are being made to bring an end to this inexcusable human rights abuse.

NOW, THEREFORE, I, Robert H. Maxwell, Mayor of the City of Pascagoula, Mississippi, do hereby declare the month of January 2013, as

“HUMAN TRAFFICKING AWARENESS MONTH”

in the City of Pascagoula in recognition of the growing need to stop human trafficking.

Robert H. Maxwell
Mayor

A property cleanup hearing was held for 1708 Mantou, 1117 Mantou and 902 Mantou. Jaci Turner, Program Manager, gave an update on each parcel.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated December 4, 2012, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., January 2, 2013, to determine whether the parcels listed are in such a state of uncleanness as to be a menace to the public health and safety of the community; and

WHEREAS, notice of the hearing has been given in the manner and time required by law; and

WHEREAS, the Council has received evidence from the staff of the City as to the condition of the parcels listed and the owners have been given an opportunity to be heard; and

WHEREAS, we find that the parcels of land listed in the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community:

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

SECTION 1. That the parcels of land listed in Exhibit A are hereby found and determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community.

SECTION 2. That, if the parcels are not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have the parcels cleaned by removing any dilapidated buildings thereon, removing any standing water, by cutting any excess vegetation thereon, and by removing rubbish and debris. Thereafter, this Council shall adjudicate the actual cost of cleaning the parcels and such costs shall be an assessment against the parcels.

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41855167.000 1708 Mantou	David C. Habeck 1708 Mantou Pascagoula, MS 39567	Deed Book 882, Page 433
41855034.000 1117 Mantou	Jack R. Northrup and Priscilla Northrup 4409 Washington Avenue Pascagoula, MS 39581	Deed Book 1330, Page 292

41855117.000
902 Mantou

John Lance Bond
and
Peyton S. Bond
P.O. Box 430
Pascagoula, MS 39568
(Footnote 1)

Deed Book 1406, Page 730

PARTIES WITH INTEREST

Footnote 1: -Small Business Administration, 801 Tom Martin Drive, Suite 120,
Birmingham, AL 35211

1708 Mantou

Councilman Milstead made a motion to adopt the Resolution as presented. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 2nd day of January, 2013.

1117 Mantou

Councilman Corder made a motion to adopt the Resolution as presented. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 2nd day of January, 2013.

902 Mantou

Councilman Corder made a motion to adopt the Resolution as presented. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 2nd day of January, 2013.

The following consent agenda items were considered:

The first item for consideration was minutes of recessed regular Council meeting of December 18, 2012, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to adopt and approve the minutes of the recessed regular Council meeting of December 18, 2012, as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The next item for consideration was advertising the resources of the City through Novo Print USA for the Jackson County Chamber of Commerce community maps for 2013-2016 in the amount of \$595.00, as recommended by Eddie Williams, City Attorney.

After discussion, Councilman Stallworth made a motion to approve advertising the resources of the City through Novo Print USA for the Jackson County Chamber of Commerce community maps for the years 2013-2016 for \$595.00, as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The next item for consideration was advertising the resources of the City through the Jackson County Chamber of Commerce Explosion of Excellence Scholarship Program for a \$250.00 book scholarship as recommended by Eddie Williams, City Attorney. The program will be held on May 7, 2013, at the Mississippi Gulf Coast Community College.

Councilman Stallworth made a motion to approve advertising the resources of the City through the Jackson County Chamber of Commerce Explosion of Excellence Scholarship Program for a \$250.00 book scholarship as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

Next for consideration was Budget Amendment 13.14 in the General Fund for Economic Development Department as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the fund balance.

The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.14
January 2, 2013**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- Revenues:	-		
- <u>Miscellaneous:</u>			
- Donations from Private Sources	25,000	1,550	26,550

-			
Total Revenues	25,000	1,550	26,550
Expenditures:			
<u>Economic Development:</u>			
<u>Other Services & Charges:</u>			
Special Events	38,000	1,550	39,550
Total Expenditures	38,000	1,550	39,550
Net Change in Fund Balance		-	
To amend budget to provide authority for increased Special Event expenditures financed by private contributions.			

Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The next item for consideration was Budget Amendment 13.15 in the Forfeiture & Seizure Fund for equipment purchases and other eligible expenses as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.15
January 2, 2013**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
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<u>Forfeiture & Seizure Fund</u>	-	-	-
-	-	-	-
<u>Expenditures:</u>			
<u>Capital Outlay:</u>			
Improvements - Other	0	3,000	3,000
Other Furniture & Equipment	28,100	27,500	55,600
-			
-			
Total Expenditures	28,100	30,500	58,600
Net Change in Fund Balance - Forfeiture & Seizure Fund		(30,500)	
To amend the budget of the Forfeiture & Seizure Fund to provide for expenditure authority for various costs including bullet proof vests, weapons, required ADA upgrades at the main PD building, etc. funded by the carryover of unexpended funds from last fiscal year budget and by current year grant revenue.			

Councilman Stallworth made a motion to approve the budget amendment as presented and recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 1-2-13)

The next item for consideration was the 2013 Memorandum of Agreement with Mississippi Main Street Association as recommended by Rebecca Davis, Main Street Director. The agreement is spread on the minutes as follows:

2013 Memorandum of Agreement

Please submit the signed 2013 Memorandum of Agreement, dues payment and all required additional materials before JANUARY 1, 2013, to the Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.

2013 MEMORANDUM OF AGREEMENT FOR CONTINUATION IN THE MISSISSIPPI MAIN STREET ASSOCIATION MAIN STREET PROGRAM

This agreement is entered into and executed by the Mississippi Main Street Association and the City of _____ and sponsoring organization _____.

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

The parties agree to the following:

Section I: The Community Agrees To: (please initial each item)

___ 1. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.

___ 2. Expend funds and in-kind services for maintaining a full-time office with the necessary travel and operating budget for the local program.

___ 3. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include the following committees: organization, promotion, design and economic restructuring.

___ 4. Concentrate the Main Street Program activities within the boundaries designated by the local program.

___ 5. File all applicable IRS forms file in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.

___ 6. Maintain data for monitoring the progress of the Main Street Program, submit monthly reports online using formats provided by the MMSA, and provide other information requested by the MMSA on or before the identified deadlines.

___ 7. Send the manager to Manager Trainings as designated by the MMSA. The community shall be responsible for the manager's travel costs and expenses associated with these meetings.

If the Program Manager cannot attend, another program representative should attend to represent the community.

____ 8. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by the MMSA.

____ 9. Ensure that at least sixty percent (60%) of persons designated to participate in any and all MMSA on-site services are committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to cancel said on-site service if this requirement is not met.

____ 10. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.

____ 11. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

____ 12. Agree to acknowledge being an official Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).

____ 13. Be a Network Member of the National Trust Main Street Center.

____ 14. Maintain broad-based public and private sector community support for the program through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center.

2. Conduct an annual Main Street Four Point Approach™ training session open to all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.

3. Conduct regional training sessions for managers and on-site training sessions in the community for development of goals, objectives and the annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.

4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference and Destination Downtown Conference qualify as “official training.”

5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.

6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.

7. Conduct an annual evaluation of each program's progress for the past year, and aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community Jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2013, and ending on December 31, 2013. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should a local Main Street program fail to comply with the provisions of the annual Memorandum of Agreement, the Main Street Executive Director may choose to send that program a written initial warning. At that time, the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the Executive Director ninety (90) days following the first warning.

4. Jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____

MAYOR LOCALITY

Name (printed): _____ Date signed: _____

OR : _____

PRESIDENT/BOARD CHAIRPERSON NAME OF SPONSORING ORGANIZATION

Name (printed): _____ Date signed: _____

BY: _____ DATE: _____

Barry Plunkett, MMSA BOARD OF DIRECTORS PRESIDENT

BY: _____ DATE: _____
Bob Wilson, MMSA EXECUTIVE DIRECTOR

CHECKLIST for the Memorandum of Agreement and Enclosures

Please ensure that all of the following required documents are sent to MMSA by the December 31, 2012 deadline:

- _____ 1. The 2013 Memorandum of Agreement, signed and dated by the Mayor and/or local board president or chairperson
- _____ 2. Payment of 2013 MMSA dues
- _____ 3. A copy of the community's current Main Street Program Budget
- _____ 4. A copy of the community's Program of Work for 2013
- _____ 5. A complete list of local board members, including name and email address.

Please indicate which Board members are new for this year.

IMPORTANT MAIN STREET MANAGER REMINDERS:

- 1. Main Street Managers must submit a completed Monthly Report on the MMSA website within fifteen (15) days of the end of each month.
- 2. Main Street Managers must attend all Manager Trainings, or send a representative from the community. Destination Downtown is considered a Manager Training.

If needed, one of the following meetings may be used as a substitute for one of the required Main Street Trainings:

- National Main Street Conference
- MMSA Annual Awards
- MTA Governor's Tourism Conference
- MEDC Annual Meeting (Summer Conference)
- MEDC Winter Conference
- MHT Annual Meeting
- MS/AL Rural Tourism Conference
- MS/Lou Rural Tourism Conference
- MDAH Preservation Boot Camp
- Your Town Conference

Please submit the completed and signed 2013 Memorandum of Agreement, dues payment and all required additional materials before JANUARY 1, 2013, to:

Mississippi Main Street Association
308 East Pearl Street, Suite 101
Jackson, MS 39201

Councilman Stallworth made a motion to approve the 2013 Memorandum of Agreement with the Mississippi Main Street Association as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was the renewal of a surety bond through Hardy and Jacobson, Inc., Pascagoula, MS, for the Mississippi Department of Employment Security (MDES) as recommended Regina Moore, Human Resources Generalist. This surety bond serves as collateral for reimbursement of unemployment payments in the event that MDES is unable to collect quarterly invoiced payments from the City. The premium rate is \$585.00 and covers the period January 1, 2013, to December 31, 2013.

Councilman Stallworth made a motion to approve the renewal of a surety bond through Hardy and Jacobson, Inc., Pascagoula, MS, for the Mississippi Department of Employment Security (MDES) as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a request to extend Annual Bid #316 – street milling with Pandle, Inc., Pascagoula, MS, for an additional year at the same contract prices as recommended by Steve Mitchell, Operations Manager. Prices are per square yard with 1" depth - \$3.40, 2" depth - \$3.65, 3" depth - \$3.80, 4" depth - \$4.15, 5" depth - \$4.40 and 6" depth - \$4.65. The new contract dates will be January 20, 2013, through January 19, 2014.

Councilman Stallworth made a motion to extend Annual Bid #316 – street milling with Pandle, Inc., Pascagoula, MS, for an additional year at the same contract prices as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a request authorizing the Purchasing Department to receive quotes for pest control services for all City of Pascagoula facilities as recommended by Amy Thompson, Purchasing Agent.

Councilman Stallworth made a motion to authorize the Purchasing Department to receive quotes for pest control services for all City of Pascagoula facilities as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The next item for consideration was an extension of contract for Annual Bid #317 – concrete with Bayou Concrete, Pascagoula, MS, as the primary vendor and Metro Concrete Company, Ocean Springs, MS, as the alternate vendor at the current contract prices as recommended by Steve Mitchell, Operations Manager. The new contract dates are January 20, 2013, through January 19, 2014.

Councilman Stallworth made a motion to extend Annual Bid #317 - concrete with Bayou Concrete as the primary vendor and Metro Concrete Company as the alternate vendor at the current contract prices as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was an agreement with nCourt, Woodstock, GA, for payment of court fines by credit card as recommended by Eddie Williams, City Attorney. The service is at no cost to the City.

The agreement is spread on the minutes as follows:



November 28, 2012

City of Pascagoula
Pascagoula Municipal Court
603 Watts Ave
Pascagoula, MS 39567

Dear Mayor Maxwell and Judge Fondren:

As requested, this letter agreement ("Agreement") with City of Pascagoula sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing City of Pascagoula with an online payment program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides software that permits government agencies to collect fines, fees and taxes on-line with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain a agency-specific website(s) for City of Pascagoula with the URL, www.Pascagoulapay.com.
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction.
4. There is no cost to the agency for the implementation and operation of the Program.
5. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citation number and fine amount, and then proceed to pay with a credit or debit card.
6. When a payment is authorized, nCourt will provide e-mail notification to the agency by e-mail and will update the agency's Dashboard with the payment details. Agency employees will accept or reject the payment in the Dashboard and, if accepted, update their databases with payment information.
7. The payer will be simultaneously advised that the transaction has been completed and will receive further notification when the agency processes the payment in the Dashboard.
8. Payments are deposited daily into a government fees custodial account and transferred by check or ACH Electronic Transfer to agency on a weekly basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
9. nCourt guarantees to City of Pascagoula all fees collected, regardless of any charge back issues.
10. Upon notification of an over- or under-payment of any fine amount, nCourt will refund an overpayment or notify the payer via automated email of their under-payment and remaining amount due.
11. If there are designated payments which are ineligible for online payment, the agency will be able to reject the payment through the Dashboard. Payers will be notified by automated email.

103 Springfield Center Drive, Suite 100 ■ Woodstock, GA 30188 ■ (770) 516-4919 ■ (800) 701-8560



12. nCourt shall hold harmless, indemnify and defend City of Pascagoula, and all of his officers, employees and/or officials from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.
13. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of agency personnel.
14. In order to ensure high utilization of the Program and thereby further streamline payment processing, the website address shall be printed on all invoices. Links from other government websites will also be explored. Additionally, agency administrative staff should routinely advise telephone callers of the agency's website(s) which should create greater utilization and reduce telephone inquiries to the agency.
15. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
16. This Agreement may be terminated by the agency at will.
17. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
18. This Agreement has been executed and delivered in the State of Mississippi, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Mississippi without giving credence to the conflicts of law provisions thereof.
19. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Sincerely,

nCourt LLC

By: _____

Agreed and Accepted:

By: _____

103 Springfield Center Drive, Suite 100 ■ Woodstock, GA 30188 ■ (770) 516-4919 ■ (800) 701-8560

Councilman Stallworth made a motion to approve agreement with nCourt for payment of court fines by credit card as recommended and authorize the City Manager to execute the related

documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a contract with New Beginnings Domestic Violence, Inc. for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Stallworth made a motion to approve a contract with New Beginnings Domestic Violence, Inc. for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended, and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a contract with Gulf Coast Women's Center for Nonviolence for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Stallworth made a motion to approve contract with Gulf Coast Women's Center for Nonviolence Contract for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a contract with Family Promise of Jackson County for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Stallworth made a motion to approve contract with Family Promise of Jackson County for FY 2012 CDBG Funding in an amount not to exceed \$5,000.00, as recommended, and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was the renewal of the Annual Maintenance Agreement with PTS Solutions, Inc. as recommended by Stephen Newell, MIS Director. The annual cost remains at \$28,476.96, which is unchanged from last year.

Councilman Stallworth made a motion to approve the renewal of the Annual Maintenance Agreement with PTS Solutions, 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 "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".
(Approved 1-2-13)

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

The next item for consideration was to authorize the City Manager to execute closeout documents related to the Hurricane Katrina Restoration of Point Park Jetty and Driving Surface Project as recommended by Darcie Crew, Parks & Recreation Director. This would include the substantial completion certificate, final payment application and certificate signature page, and contract completion certificate. Ms. Crew recommended approval of the final acceptance of the contract and Change Order No. 1 (Summary Change Order), accept the final completion inspection report, final waiver of lien and consent of surety to final payment from Compton Engineering, accept Payment Application No. 1 and final, and authorize a manual check to be issued to M&D Construction Company, Inc., in the amount of \$376,323.78.

Councilman Stallworth made a motion to authorize City Manager to execute the closeout documents related to the Hurricane Katrina Restoration of Point Park Jetty and Driving Surface as recommended and authorize a manual check to be issued to M&D Construction Company, Inc., in the amount of \$376,323.78. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".
(Approved 1-2-13)

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

The next item for consideration was to approve Amendment No. 1 to the contract with Compton Engineering, Pascagoula, MS, to complete the design and construction supervision services related to the Hurricane Katrina Mitigation Project at several sites as recommended by Jaci Turner, Program Manager. This is associated with the re-bid effort for mitigation to the City Hall building and the Utilities Billing/Community Development/Arts on the Avenue buildings. Staff will request reimbursement from MEMA/FEMA, if eligible.

Councilman Stallworth made a motion to approve Amendment No. 1 to the contract with Compton Engineering to complete the design and construction supervision services related to the Hurricane Katrina Mitigation Project at several sites as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 1-2-13)

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

The next item for consideration was a request to approve a selection of engineers for Miscellaneous Engineering Services contracts as recommended by staff and Jaci Turner, Program Manager. Ms. Turner recommended authorizing the City Manager to negotiate contracts with each provider selected. The contracts will be brought back to the Council for approval on an individual basis. Additional information regarding this item is spread on the minutes as follows:

MEMO

To: City Council
From: Jaci Turner
Re: Miscellaneous Engineering Selection

The City received proposals from 14 firms interested in providing miscellaneous engineering services over the next year. A review team was developed consisting of Joe Huffman, Jaci Turner, Steve Mitchell, Darcie Crew, and Jen Dearman. Each of the team members reviewed all submitted proposals and rated each firm, to the best of their knowledge, on the following criteria:

30 points	Experience
25 points	Knowledge
20 points	Ability to return a project in a timely manner
15 points	Past Performance with the City, including timeliness and minimized contract changes
5 points	Proximity to the City of Pascagoula
5 points	Number of qualified personnel

The combined totals from each team member for each firm were combined for an average score and preliminary rating. The advertisement also indicated that other contracts may be awarded based on available services, anticipated need for those services, and each firm’s qualifications. The review team met on December 14, 2012 to discuss the preliminary ratings, additional information regarding past performance, and to determine final selection recommendations.

Through preliminary rating and consensus of the review team, it was determined that Compton Engineering should be recommended as the Primary Miscellaneous Services engineer. Also, based on preliminary rating data, discussion regarding previous history, and anticipated needs of

the City, it is recommended that Brown, Mitchell & Alexander, Inc., Neel-Schaffer, and Stantec Engineering, Inc. should each be awarded a Miscellaneous Services contract as an alternate provider.

The contracts would be requested from each provider for a period of one year, with a provision for one-year extensions included at the discretion of both parties.

_____ Joseph R Huffman	_____ Jaclyn Turner
_____ Steve Mitchell	_____ Darcie Crew
_____ Jen Dearman	

Councilman Stallworth made a motion to approve the selection of engineers for Miscellaneous Engineering Services contracts as recommended by staff and authorize the City Manager to negotiate contracts with each provider selected. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was adoption and approval of the 2013 City of Pascagoula Cafeteria Plan Document incorporating Amendment #2013-01 allowing the inclusion of a Flexible Spending Account as recommended by Brenda German, Human Resources Generalist.

The amendment is spread on the minutes as follows:

**CITY OF PASCAGOULA
CAFETERIA PLAN
AMENDMENT NUMBER 2013-01**

The City of Pascagoula hereby amends the City of Pascagoula Cafeteria Plan, (hereinafter referred to as the "Plan") as follows, effective as of January 1, 2013:

1. The PLAN DOCUMENT and SUMMARY PLAN DESCRIPTION are hereby amended by the addition of the Flexible Spending Account as approved by the Council of the City of Pascagoula on November 6, 2012 and will include the following benefits:

“HEALTHCARE REIMBURSEMENT ACCOUNT”

AND

“DEPENDENT CARE ASSISTANCE PLAN”

- (a) The maximum amount that an employee may contribute to the Healthcare Reimbursement Account for the 2013 Plan year is \$2,400 as set forth by the employer and in compliance with the limitation of \$2,500 per Plan year as set forth in Section 125 of the Internal Revenue Code. The maximum amount that an employee may contribute to the Dependent Care Assistance Plan is \$5,000 per Plan year as set forth under Section 129 of the Internal Revenue Code.

- (b) The 2013 Plan year will run from January 1 through December 31. Eligible Healthcare Reimbursement Account and Dependent Care Assistance Plan expenses are those expenses which are incurred during the Plan year. Once the Plan year comes to an end, employees will have a grace period of two months and 15 days to submit eligible expenses for reimbursement. At the end of the grace period, should an employee have a balance in either the Healthcare Reimbursement Account or Dependent Care Assistance Plan, the employee must submit a claim within 30 days or forfeit the balance to the employer.

IN WITNESS HEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the CITY OF PASCAGOULA CAFETERIA PLAN Salary Reduction Plan, the CITY COUNCIL OF THE CITY OF PASCAGOULA has caused this Plan to be executed, on this _____ day of _____, 20_____.

By: _____

Its: _____

Councilman Stallworth made a motion to approve and adopt the 2013 City of Pascagoula Cafeteria Plan Document incorporating Amendment #2013-1 allowing the inclusion of a Flexible Spending Account as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 1-2-13)

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

The next item for consideration was a Tidelands Amended Request for Funding for the Environmental Trail as recommended by Jen Dearman, Community and Economic Development Director. This funding totals \$21,580.00 with no local match.

Councilman Stallworth made a motion to approve a Tidelands Amended Request for Funding for the Environmental Trail as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was a Tidelands Amended Request for Funding for the Round Island Lighthouse as recommended by Jen Dearman, Community and Economic Development Director. This funding totals \$129,480.00 with no local match.

Councilman Stallworth made a motion to approve a Tidelands Amended Request for Funding for the Round Island Lighthouse as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

The next item for consideration was the reappointment of Doug Hague to serve on the Civil Service Commission for a full term of six years as presented by Glenda Beal, Human Resources Director. His term will be from January 2, 2013, through January 1, 2019.

Councilman Corder made a motion to reappoint Doug Hague to the Civil Service Commission for a full term of six years as recommended. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The next item for consideration was a Social Media Policy as recommended by Robin Wood, Public & Employee Relations Specialist.

The proposed policy is spread on the minutes as follows:

City of Pascagoula Social Media Policy

The goal of the City's social media channels is to serve as an online information source focused on City issues, projects, news, and events. We encourage you to submit your questions, comments, and concerns, but please note this is a moderated online discussion site and not a public forum. All posted content (comments, photos, links, etc.) must be related to City programs, services, projects, issues, events and activities.

The following are prohibited on City of Pascagoula social media sites:

- Comments not topically related to City programs, services, projects, issues, events and activities, or a particular post
- Posts and comments that promote or advertise commercial services, entities or products except as stipulated in City marketing plans and determined by the City to be essential to economic development
- Political statements, including comments that endorse or oppose political candidates or ballot propositions
- Religious statements, including comments that endorse or oppose any type of religious opinions or activities
- Posts and comments that promote, foster or perpetuate discrimination on the basis of creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
- Posts and comments that include vulgar, offensive, threatening or harassing language, personal attacks or unsupported accusations
- Obscene or sexual content or links to obscene or sexual content
- Illegal activity or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Content that violates a legal ownership interest of any other party

All posts and comments will be periodically reviewed. All posts and comments are public records subject to public disclosure under the Public Records Act. The City of Pascagoula reserves the right to remove posted content that does not comply with this policy.

We recognize the Web is a 24/7 medium, and your comments are welcome at any time; however, given the need to manage our staff resources (your tax dollars), we generally only monitor comments and postings during regular business hours.

Communications made through City of Pascagoula social media sites in no way constitute a legal or official notice or comment to the City of Pascagoula. (For example, a post or comment about a pothole will not be considered official notification or request for repair.) Requests for information or services should be directed to the appropriate department.

The social media sites are administered by the City of Pascagoula, but the content on the sites is not entirely controlled by the City. The City does not endorse any link or advertisement on its social media sites placed by the site owners or their vendors or partners.

The City reserves the right to remove any content from its social media sites at any time.

Councilman Corder recommended an amendment to the wording on the following item:

FROM:

- Posts and comments that promote or advertise commercial services, entities or products except as stipulated in City marketing plans and determined by the City to be essential to economic development

TO:

- Posts and comments that promote or advertise commercial services, entities or products from outside the City

Councilman Corder made a motion to approve the “amended” Social Media Policy for the City of Pascagoula as presented above. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 1-2-13)

Next for consideration was a request to authorize the City Attorney to draft a resolution for local and private legislation to be considered in the 2013 Mississippi state legislative session as recommended by Darcie Crew, Parks & Recreation Director. Guidelines for local and private legislation require unanimous consent by the requesting entity. The resolution would be for a prepared food tax of two percent (2%) for recreation improvements based on the Parks & Recreation Master Plan.

Councilman Corder made a motion to authorize the City Attorney to draft a resolution for local and private legislation to be considered in the 2013 Mississippi state legislative session for a prepared food tax of two percent (2%) as recommended. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 1-2-13)

The next item for consideration was the Facility Use Agreement which was tabled from the last Council meeting. Darcie Crew, Parks & Recreation Director, advised she has met with the leagues and they are satisfied with the agreement.

Councilman Corder made a motion to approve the Facility use Agreement as recommended.

Additional discussion followed regarding former citizens who still own property and/or businesses in Pascagoula; however, they moved out of town due to Hurricane Katrina or other reasons. Councilman Corder amended his motion to approve the Facility Use Agreement effective January 2, 2013, and to include language in the agreement for the exception of property tax payers in Pascagoula.

After comments by the City Attorney, Councilman Corder amended his motion again to approve the Facility Use Agreement effective January 2, 2013, and with appropriate language to include individuals who pay real property ad valorem taxes in Pascagoula. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

The revised Facility Use Agreement is spread on the minutes as follows:

**Parks and Recreation
Facility Use Agreement**

This agreement sets forth the terms and limits associated with the use of Pascagoula Parks & Recreation Department athletic facilities. The terms of this agreement are not subject to alteration and must be signed annually by both the league/association president and the Parks and Recreation Director, or designee, before any use will be assigned.

Facility Requested _____

Date(s) Requested _____

League/Association Making Request _____

League Responsibilities/Guidelines

1. The league will furnish the Pascagoula Parks & Recreation Department (PPRD) with a copy of all rosters (to include name, address, phone #) of all participants prior to the start of the season.
2. The league will charge non-residents, who do not own real property in the City of Pascagoula, an additional fee equal to 50% of the regular registration fee. This additional fee will be paid to PPRD when the rosters are turned in, prior to the start of the season. It will be necessary for non-residents, who own real property in the City of Pascagoula, to furnish their most recent tax receipt to verify such ownership and a copy of that receipt must be made available to the PPRD when the rosters are submitted.
3. The league will furnish PPRD with a copy of the league officials contact list before registration and a coach's contact list prior to the start of the season.

4. The league will furnish PPRD with a copy of their constitution/by-laws, a copy of their playing rules for all ages. If at any time rules or by-laws are changed a copy must be provided to PPRD.
5. The league shall notify PPRD of all registration dates, times, etc. at least two weeks prior to the start of registration. All schedules (games, tournaments, etc.) shall be provided to PPRD as soon as they are available. Any changes made to the schedule must be provided in writing to PPRD.
6. The league shall be responsible for all daily cleanup of concession areas, storage facilities, etc. The city's cleaning contractor will clean the restrooms daily. This however, does not cover extra tournaments or extended play times. The league must also maintain their own cleaning supplies with the exception of paper towels and toilet paper for the restrooms.
7. The league will provide at least two work days per season of play where painting, pressure washing, fence repair, goal anchoring, net install/repair, and other maintenance work is performed by league volunteers. The league will notify the Athletic Director of the work days and the materials needed to perform the work in a timely manner so the City can purchase the materials.
8. The league shall report any maintenance problems to PPRD the morning after the problem was noted by the league. PPRD will then place a work order for the problem to be corrected as soon as possible.
9. All changes or improvements made to the facilities must be requested in writing and approved, prior to any action being taken by the league, by the Parks & Recreation Director.
10. The league will handle all disciplinary problems in the manner prescribed by their by-laws. Any disciplinary problems involving fighting or physical altercations, or anytime the police are called, the league must notify the PPRD in writing within 48 hours of the incident.
11. The league shall maintain accident insurance for participants. The league will report all accidents or injuries requiring medical assistance to the PPRD in writing within 48 hours of the incident.
12. All signs to be placed on fences or buildings must meet the city ordinance and be approved by the PPRD.
13. In the event of inclement weather the PPRD will make the determination of unsafe or unplayable conditions by 2:00pm weekdays. It is the responsibility of the league to contact the PPRD department at 938-2356.
14. The league officials meetings will be considered public and it is recommended that a one week notification be made of all public meetings. Please notify the PPRD as soon as a meeting is called.
15. All youth coaches and volunteers must complete an approved coaches application on an annual basis and a criminal background check must be completed prior to the coach being assigned a team each season. It is also recommended that all coaches be NYSCA certified. PPRD will provide this training upon request from the league.
16. The league is responsible for the collection of all litter created by concession sales. This includes, but is not limited to, peanut hulls and paper from straws. All boxes will be placed in a dumpster located at the site.

17. The league is responsible to collect state taxes as set forth by the MS State Tax Commission to include sales and admissions. The payment of these taxes will be the responsibility of the league and paid directly to the Tax Commission.

The Pascagoula Parks & Recreation Department (PPRD) will be responsible for the following:

1. PPRD will provide safe playing fields and facilities for the league practices and games.
2. PPRD will provide the league with materials for the two scheduled work days such as paint, fence materials, goal anchors, nets, etc.
3. PPRD will ensure that the grass is cut on a planned rotation, lay-out and line fields for scheduled games. PPRD will construct pitching mounds, repair dugouts and handle all general maintenance such as plumbing and electrical repairs to facilities.
4. PPRD will allow the league to use the facilities for meetings and registration at no cost. Facilities will be scheduled based on availability.
5. PPRD will provide a portion of the official's fees according to the league schedule. This will be done on a regular basis not in a lump sum format.
6. PPRD will empty trash barrels at all facilities for the league at regularly scheduled games. Special events, tournaments and other functions requiring extra trash removal must be approved by the PPRD.
7. PPRD will pay all utilities for all fields and facilities. PPRD will furnish and maintain all lighting at fields and make repairs as necessary. PPRD will furnish bases, home plates, pitching rubbers, goals, nets, etc.
8. PPRD will assist the league, if needed, with scheduling, clerical assistance, team organization, etc.
9. PPRD will offer NYSCA clinics for league coaches and volunteers. Clinics will be scheduled in advance at a convenient time for the league and the PPRD.
10. PPRD may charge the league a fee for repair of damages to any facility, caused by negligence of the league or board members. The league may also be charged for items lost (such as locks or PPRD equipment).
11. PPRD is here to assist your league in any way to make your season a success. Please keep us informed of the league's needs.

I agree to all of the terms and conditions set forth in the above agreement. I understand that if the league does not abide by the agreement then use may be terminated with a seven-day notice from the PPRD.

League President/Chairperson

Date

Mailing Address of League

Parks & Recreation Director

Date

(Mayor Maxwell left the meeting at 6:28 p.m.)

The next item for consideration was Amendment #1 with Neel-Schaffer for the LaFont Inn Redevelopment Project, subject to approval by the Mississippi Development Authority (MDA) as recommended by Jaci Turner, Program Manager. The amendment is for additional services required to administer construction efforts for the project. Additional time was needed to observe work added by a change order and additional time was needed by the contractor due to project conditions.

Councilman Stallworth made a motion to approve Amendment #1 with Neel-Schaffer for the LaFont Inn Redevelopment Project, subject to approval by the Mississippi Development Authority (MDA) as recommended and authorize the City Manager to execute the related documents after final approval is received. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "ABSENT". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

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

(Mayor Maxwell returned to the meeting at 6:29 p.m.)

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 December 14, 2012, through December 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 Milstead, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 2nd day of January, 2013.

Joe Huffman, City Manager, requested authorization for travel for the Council to attend the legislative reception in Jackson, MS, on January 9, 2013.

Councilman Wolverton made a motion to authorize travel for the Council to attend the legislative reception in Jackson, MS, on January 9, 2013. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 1-2-13)

Eddie Williams, City Attorney, advised that a tax abatement item for 2409 Market Street will be placed on the agenda for January 15, 2013.

The Council thanked the Police Department officers for their quick action regarding a recent child kidnapping and carjacking incident. Mayor Maxwell also expressed appreciation to members of the Fire Department for their work at Adrian's Restaurant.

There being no further business to come before the Council, Councilman Wolverton made a motion to recess the meeting to Tuesday, January 15, 2013, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The meeting ended at 6:35 p.m.

APPROVED:

Robert H. Maxwell, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk