

RECESSED REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, OCTOBER 20, 2009, AT 6:00 P. M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, October 20, 2009, at 6:00 p.m. Mayor Maxwell called the meeting to order with the following officials present:

Mayor Robert H. "Robbie" 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 Kay J. Kell
City Attorney Eddie Williams
City Clerk Brenda Reed

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

Sherelda Jones, MBA, Division Director I, Office of Oral Health, and Marsha Parker, RDH, Regional Oral Health Consultant, Office of Oral Health, with the Mississippi State Department of Health presented a Certificate of Appreciation for the 2008 Community Initiative Award to the City of Pascagoula for contributions made on behalf of community water fluoridation. The Council thanked them for attending the meeting and for recognizing the City of Pascagoula with this honor.

The City Manager advised that Richard Lucas would be arriving later in the meeting and suggested the Council continue with the agenda.

Shannon Spooner addressed the Council regarding the proposed Pavilion Place of Pascagoula Project which may be located on the west side of 11th Street. They are also looking at another site. Ms. Spooner referred to the project as an enhanced living environment with parking underneath and a 24-7 supervised program. She stated the rental charges would be at market rate. Mayor Maxwell thanked Ms. Spooner for her presentation on this project.

David McCormick was presented with a plaque in recognition of his tenure on the Pascagoula Library Board from 1999-2009. Councilman Milstead thanked Mr. McCormick for

volunteering his time and service. Mr. McCormick thanked the Council and stated it was his pleasure. He expressed appreciation to the City for its support of the library.

Minutes of the Planning Board meeting of October 14, 2009, and actions by the City Council are as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, OCTOBER 14, 2009 AT 6:00 PM
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a Regular Meeting on Wednesday, October 14, 2009 at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Stephen Parker
Leah Rollins
Joseph Odom
Wesley Smith (Vice-Chairman)
Roy Williams (Chairman)
Etienne Melcher

Other officials present:

Eddie Williams, City Attorney	Lesley Long, Administrative Assistant
Mark Davison, City Planner	William Dunnam, Building Official

A. PUBLIC HEARINGS:

1. Glenn Harrison

1203 Pawnee St. The property is zoned R-2. The request is for approximately 107 feet of 6 foot high wood privacy fence in the south front yard of a corner lot.

Mr. Glenn Harrison was present to explain the application. After hearing Mr. Harrison's request, and there being no protest, a motion was made by Linda Tillman to "APPROVE" the application. The motion was seconded by Wesley Smith and the vote thereupon was as follows: Linda Tillman "AYE", Roy Williams "ABSTAINED", Leah Rollins "AYE", Joseph Odom "AYE", Wesley Smith "AYE", Stephen Parker "AYE", and Etienne Melcher "AYE".

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

COUNCIL ACTION:

Councilman Corder made a motion to "APPROVE" the variance request for Glenn Harrison as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE".

Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

2. **Oasis Church**

PIDN: 41701914.025 and PIDN: 41702003.000. The property is zoned R-1. The request is for a Special Use Permit to allow the use of two separate lots as additional parking for the Church located at 4007 Pascagoula Street.

Mr. Mike Forsman was present to explain the application. Mr. Gary Beach, of 4102 Willow Street, questioned whether the zoning would be affected in the future with the approval of the parking lots. Mr. Roy Williams stated the property is being approved for additional parking only. After hearing Mr. Forsman’s request, and there being no protest, a motion was made by Leah Rollins to “APPROVE” the application. The motion was seconded by Joseph Odom and the vote thereupon was as follows: Linda Tillman “AYE”, Roy Williams “ABSTAINED”, Leah Rollins “AYE”, Joseph Odom “AYE”, Wesley Smith “AYE”, Stephen Parker “AYE”, and Etienne Melcher “AYE”.

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

COUNCIL ACTION:

Councilman Corder made a motion to “APPROVE” the Special Use Permit for Oasis Church as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

3. **Charles Meeks**

1207 Telephone Rd. The property is zoned C-1A. The request is for a Special Use Permit to permit the construction of a 5,000 square foot (50’ x 100’) warehouse in a C-1A zone. The warehouse will not store any hazardous materials.

Mr. Josh Green was present to explain the application. Mr. Green stated steel ducts and plates will be stored on site with the exclusion of hazardous materials. Mr. Roy Williams stated the applicant must meet the required landscaping, parking and setbacks. After hearing Mr. Green’ request, and there being no protest, a motion was made by Etienne Melcher to “APPROVE” the application with the following stipulations:

1. Applicant meet required landscaping, parking and setbacks.
2. The fascia on the building must not be metal on Telephone Road. (Stucco or similar)

The motion was seconded by Leah Rollins and the vote thereupon was as follows: Linda Tillman “AYE”, Roy Williams “ABSTAINED”, Leah Rollins “AYE”, Joseph Odom “AYE”, Wesley Smith “AYE”, Stephen Parker “AYE”, and Etienne Melcher “AYE”.

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

COUNCIL ACTION:

Councilman Corder made a motion to “APPROVE” the Special Use Permit for Oasis Church as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

4. Paul Sullivan

3008 Belair St. The property is zoned C-2. The request is for a Special Use Permit to permit the construction of a 50’ x 25’ addition onto an existing building for the operation of a custom molding and trim millworks shop in a C-2 zone.

Mr. Paul Sullivan was present to explain the application. Mr. Roy Williams questioned the hours of operation due to the surrounding residential properties and the noise associated with mill work. Mr. Sullivan stated the hours of operation will be Monday thru Friday from 7 a.m. to 5 p.m. Mr. Roy Williams stated the building must also be aesthetically acceptable. Mr. Eddie Williams stated the applicant will also be limited to the setbacks submitted on this application. After hearing Mr. Sullivan’s request, and there being no protest, a motion was made by Linda Tillman to “APPROVE” the application. The motion was seconded by Joseph Odom and the vote thereupon was as follows: Linda Tillman “AYE”, Roy Williams “ABSTAINED”, Leah Rollins “AYE”, Joseph Odom “AYE”, Wesley Smith “AYE”, Stephen Parker “AYE”, and Etienne Melcher “AYE”.

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

COUNCIL ACTION:

Councilman Corder made a motion to “APPROVE” the Special Use Permit for Paul Sullivan as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

5. Nicholas Veara

720 Watts Ave. The property is zoned C-1. The request is for a Special Use Permit to allow the operation of an authentic Scottish Pub (bar) in a C-1 zone.

Mr. Nicholas Veara was present to explain the application. Mr. Veara stated the building will be renovated with the downstairs level the main bar and the upstairs level will be rented for parties, meetings, etc. Mrs. Leah Rollins stated more recreation is needed in the City. After hearing Mr. Veara’s request, and there being no protest, a motion was made by Etienne Melcher to “APPROVE” the application. The motion was seconded by Leah Rollins and the vote thereupon was as follows: Linda Tillman “AYE”, Roy Williams “ABSTAINED”, Leah Rollins “AYE”, Joseph Odom “AYE”, Wesley Smith “AYE”, Stephen Parker “AYE”, and Etienne Melcher “AYE”.

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

COUNCIL ACTION:

Councilman Corder made a motion to “APPROVE” the Special Use Permit for Nicholas Veara as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

6. VFW Post #10024

1915 Live Oak Ave. The property is zoned R-3. The request is for a Special Use Permit to allow the construction of a VFW post/canteen for veteran members and guests in an R-3 zone. The building will have setbacks of 20’ north, 7’ west and 30’ south; the building will have 41 parking spaces. Development will meet landscape and drainage requirements.

Mr. Mitch Ellerby was present to explain the application. Mr. Ellerby stated he would like to maintain the Post and serve veterans. He also stated the building will be constructed to maintain the sound level. Mrs. Leah Rollins stated approval is well deserved to the VFW due to the veterans not only serving the City, but also our Country. After hearing Mr. Ellerby’s request, and there being no protest, a motion was made by Leah Rollins to “APPROVE” the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman “AYE”, Roy Williams “ABSTAINED”, Leah Rollins “AYE”, Joseph Odom “AYE”, Wesley Smith “AYE”, Stephen Parker “AYE”, and Etienne Melcher “AYE”.

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

COUNCIL ACTION:

Councilman Corder made a motion to “APPROVE” the Special Use Permit for VFW Post # 10024 as recommended by the Planning Board. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

B. OTHER MATTERS:

Adoption of Proposed Zoning Change from R-2 to C-2:

AN ORDINANCE TO AMEND ORDINANCE NO. 25-1973 TO CHANGE THE ZONING OF CERTAIN LAND LYING NORTH OF DUPONT AVENUE BETWEEN PASCAGOULA STREET AND BILBO STREET FROM RESIDENTIAL R-2 TO COMMERCIAL C-2 FOR RELATED PURPOSES. THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND LOCATED IN SECTION 11, TOWNSHIP 8 SOUTH, RANGE 6 WEST,

JACKSON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

That certain tract of land bounded on the South by Dupont Avenue; on the East by Bilbo Street; on the North by School Avenue; and, on the West by Pascagoula Street.

The City Attorney, Eddie Williams, addressed the Planning Board on this application. He advised the Board that, since the City had filed the application, it was the City's duty to put on proof to the effect that there had been a change in the character of the neighborhood in question, and that public necessity warranted a change in the zoning classification. Mr. Williams noted that no one from the City appeared to be ready to put on the necessary proof and recommended to the Board that they recommend approval subject to the City Council hearing the necessary proof at its meeting on October 20. After hearing Mr. Williams' request, and there being no protest, a motion was made by Wesley Smith to "APPROVE" the ordinance subject to the City Council conducting the hearing for the proof needed to substantiate the change in zoning classification of the property in question. The motion was seconded by Stephen Parker and the vote thereupon was as follows: Linda Tillman "AYE", Roy Williams "ABSTAINED", Leah Rollins "AYE", Joseph Odom "AYE", Wesley Smith "AYE", Stephen Parker "AYE", Etienne Melcher "AYE".

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

After discussion and no one in protest of the zoning change, the Council then considered the following Ordinance:

**ORDINANCE NO. 10-2009
CITY OF PASCAGOULA, MISSISSIPPI**

AN ORDINANCE TO AMEND ORDINANCE NO. 25-1973 TO CHANGE THE ZONING OF CERTAIN LAND LYING NORTH OF DUPONT AVENUE AND BETWEEN PASCAGOULA STREET AND BILBO STREET FROM RESIDENTIAL R-2 TO COMMERCIAL C-2; AND FOR RELATED PURPOSES

WHEREAS, the City of Pascagoula proposes to have the zoning of the land described below changed from Residential R-2 to Commercial C-2; and

WHEREAS, a public hearing on the proposal was held by the Pascagoula Planning Board on October 14, 2009, after due notice thereof, at which time all interested persons were given an opportunity to be heard; and

WHEREAS, after hearing the matter, the Planning Board recommended that the application be granted; and

WHEREAS, we find that the zoning change is supported by the evidence adduced at the hearing, is reasonable and in the public interest; and

WHEREAS, we further find that the character of the neighborhood wherein the property is located has changed substantially over the years and that a number of commercial enterprises have arisen in the area in question and public necessity requires a change in the zoning designation:

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

SECTION 1. Ordinance 25-1973 is hereby amended to change the zoning of the following described land from Residential R-2 to Commercial C-2:

That certain tract, piece or parcel of land located in Section 11, Township 8 South, Range 6 West, Jackson County, Mississippi, and more particularly described as follows:

That certain tract of land bounded on the South by Dupont Avenue; on the East by Bilbo Street; on the North by School Avenue; and, on the West by Pascagoula Street.

SECTION 2. The zoning map adopted by and incorporated in Ordinance 25-1973 shall be revised to show this change.

SECTION 3. This ordinance shall become effective as provided by law.

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

Passed this the 20th day of October, 2009.

APPROVED:

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

ATTEST:

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

Minutes of the Special Planning Board meeting of October 19, 2009, and actions by the City Council are as follows:

**SPECIAL MEETING OF THE PASCAGOULA PLANNING BOARD
MONDAY, OCTOBER 19, 2009 AT 6:00 PM
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a Special Meeting on Monday, October 19, 2009 at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Stephen Parker
Leah Rollins
Joseph Odom
Wesley Smith (Vice-Chairman)
Roy Williams (Chairman)
Etienne Melcher

Other officials present:

Eddie Williams, City Attorney
William Dunnam, Building Official

Stephen Mitchell, Operations Manager
Lesley Long, Administrative Assistant

A. PUBLIC HEARINGS:

1. **Jackson County ADC**

1719 Kenneth Ave. The property is zoned IND. The request is for a Special Use Permit to permit the placement and use of two temporary jail pods on the current grounds of the Adult Detention Center placed within the current security measures for two years.

Ms. Kathy Parker, Special Counsel of Jackson County, Mr. Ken Broadus, Director of ADC, Mr. Manley Barton, President of Board of Supervisors, and Mr. Mike Mangum, Vice President of Board of Supervisors, were present to explain the application. Ms. Kathy Parker stated the jail pods will be for minimal-security inmates only in order to reduce the overcrowding of the jail facility. Ms. Parker stated Harrison County has used similar jail pods over the past five years with no problems. The jail pods will be either one (1) 50'x180' pod or two (2) 50'x90' self-contained pods with showers and bathrooms; lock-down cells and bunks for inmates. She also stated there is no kitchen facility in the jail pods; therefore, food must be transported to the jail pods. The jail facility is overcrowded and space is needed immediately. Ms. Parker also submitted a letter of special correspondence from Attorney Ronald Welch, who represents all state prisoners sentenced to the custody of the Mississippi Department of Corrections (MDOC) and who are housed in the Jackson County Jail for post-sentencing periods of 30-60 days or more. She stated Mr. Welch has informed Jackson County of a number of options available to reduce Jackson County's jail population without having Federal intervention. Mr. Welch would prefer to work informally with Jackson County out of court. Ms. Kathy Parker stated that the overcrowding, potential lawsuits, and loss of or increases in insurance cost present a hardship. She also addressed the Industrial performance standards in Section 711 of the City ordinance stating there will be no traffic increase, no additional police, fire or rescue services needed, and the temporary jail pods are comparable facilities to the existing structures.

Mr. Roy Williams questioned the alternative if the Special Use permit is not granted. Mr. Manley Barton stated Jackson County will have to send the inmates to other facilities, which in turn will cost approximately \$60 per day per inmate up to 150 inmates. Mr. Roy Williams questioned Ms. Parker whether this application has anything to do with the permanent location of the new jail. Ms. Parker stated this application is only for the temporary jail pods for a two year period and has nothing to do with the permanent new jail facility. Mr. Barton stated the County has to have a plan in place within the next 30 days in order to meet deadlines. Mr. Joseph Odom questioned the cost of the jail pods. Mr. Barton stated the cost is approximately 2 million dollars, which includes the cost to lease the pods and hire the required personnel to manage the inmates. Mr. Roy Williams stated the cost would be \$9,000 per day to send inmates to other facilities, totaling \$3,285,000 per year.

Mr. Jackie Elly, of St. Peter's Church, spoke on behalf of the individuals in attendance in objection to the application. Mr. Elly stated that they are not against the jail; however, the County is trying to use time as their force when they have had acceptable time for other options. He also stated that Ms. Parker mentioned at a previous meeting of the Planning Board that the residential neighborhood in the area near the jail was substandard. Mr. Elly stated that the individuals, who agree to approve the jail, should offer their neighborhood

for the jail placement. When the jail was erected in 1979, there was no notice given to residents of the area. Mr. Elly expressed concern that this may happen again. Mr. Elly also stated children are affected by seeing the inmates across the street out in the yard. Mr. Stephen Parker stated the County should consider placing a privacy fence to conceal the eyesore. Mr. Elly stated that the County is in no hurry because the County receives money from the State to house the prisoners. Mr. Barton stated they do not house state prisoners for a profit. The only state prisoners there are ones that have not been picked up yet. Mr. Elly stated everyone needs to place themselves in his neighborhood's position. Ms. Kathy Parker stated that this is an immediate, pressing need for at least two years, because it will take considerable time to build a new facility. As far as the appearance of the neighborhood, Ms. Parker stated she was quoting from an expert opinion; therefore, those were not her words disparaging the neighborhood. Mrs. Etienne Melcher stated she has researched jail pods and how they are used throughout the United States due to jail overcrowding. She also stated this does not seem out of line with the County asking for the placement of temporary pods due to the space needed; however, it seems very workable to house the allowed capacity in the pods and move the remaining inmates out.

Mrs. Leah Rollins stated this is a matter of principle over convenience. The principle is the people. She also stated this is her neighborhood; however, even if it were not, she would still adamantly oppose the application. Mrs. Rollins stated that this is a prelude to what will happen next, which is expanding the jail. Mr. Roy Williams stated that the County is on record that the temporary buildings will not be used as arguments for a permanent location. After hearing Ms. Parker's request, a motion was made by Leah Rollins to "DENY" the application. The motion failed due to lack of a second. Another motion was made by Wesley Smith to "APPROVE" the application for one year. The motion was seconded by Etienne Melcher and the vote thereupon was as follows: Linda Tillman "NAY", Roy Williams "ABSTAINED", Leah Rollins "NAY", Joseph Odom "NAY", Wesley Smith "AYE", Stephen Parker "NAY", and Etienne Melcher "AYE".

The application will go to the City Council with no recommendation.

COUNCIL ACTION:

Kathy Parker, Special Counsel for Jackson County, addressed the Council regarding the request for a Special Use Permit for Jackson County ADC and provided copies of exhibits to the Council and for the record. Ms. Parker stated various needs for the jail pods and advised the best location would be in the back northwest corner of the property. The jail pods are durable, self contained, and can be equipped with lock-down cells. Ms. Parker commented that overcrowding is a major issue and an immediate reduction in the number of inmates there is necessary due to threats of lawsuits and an increase in insurance for Jackson County. Supervisor Manly Barton and Paula Yancey, Board Attorney, also stressed the urgency for the Special Use Permit. Earnestine Black, Tyres Autry, and Father McMann spoke in opposition of the request.

After a lengthy discussion, Councilman Corder made a motion to "APPROVE" the Special Use Permit request for Jackson County for one (1) year. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE",

Corder "AYE", Milstead "NAY", Stallworth "NAY", Tillman "AYE", and Wolverton "AYE".
(Approved 10-20-09)

At this time, Richard Lucas addressed the Council and gave a brief update on the Strategic Plan. He advised we are working under the 1999 plan and it should be updated every five years. It is time to start again and he recommended a smaller group to work on the project than used previously. Mr. Lucas advised they are planning to have three separate meetings in January 2010.

Councilman Corder then announced that the Council would like to present Mr. Lucas with a plaque for appreciation of his service on the Pascagoula Library Board from 1999 to 2009. State law prohibits an individual from serving three consecutive terms. Mr. Lucas thanked the Council and stated he thoroughly enjoyed his tenure on the board. Councilman Milstead noted that Mrs. Mary Jon Lucas was recently appointed to serve on the Pascagoula Library Board and felt she will do a great job.

The consent agenda was considered at this time.

The first item for consideration was the minutes of the regular Council meeting of October 6, 2009, as recommended by Brenda Reed, City Clerk.

Councilman Stallworth made a motion to adopt and approve the minutes of the regular Council meeting of October 6, 2009, as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

Minutes of the Recreation Commission meeting of October 7, 2009, were acknowledged by the Council.

The next item for consideration was the Municipal Compliance Questionnaire for fiscal year ending September 30, 2009, as recommended by Brenda Reed, City Clerk.

Councilman Stallworth made a motion to approve the Municipal Compliance Questionnaire for fiscal year ending September 30, 2009, as recommended and authorized the Mayor and City Clerk to execute the document. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

The next item was a request for approval of the 2009-2010 Phase II Storm Water Implementation Contract with Eco-Systems, Inc., Hattiesburg, MS, as recommended by David

Groves, Environmental Code Enforcement Officer. The estimated fee would not exceed \$15,000.00.

Councilman Stallworth made a motion to approve the 2009-2010 Phase II Storm Water Implementation Contract with Eco-Systems, Inc. as recommended and authorized the Mayor to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was the annual renewal of the GIS website hosting with Geographic Computer Tech. (GCT), LLC, Metairie, LA, as recommended by Stephen Newell, MIS Director. The cost is \$3,600.00 over 12 monthly payments for the annual renewal per the addendum dated October 1, 2009, to the Professional Services Contract between the City of Pascagoula, MS, and GCT, LLC, originally dated March 2007.

Councilman Stallworth made a motion to approve the annual renewal of the GIS website hosting with GCT, LLC, as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was the renewal of the Cellular South "Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities" as recommended by Stephen Newell, MIS Director. This is in accordance with Mississippi Statewide Contract 3489. It is a two year contract that will begin on 10-21-09 and run through 10-20-2011. The state contract terms and plan rates are unchanged from when we originally signed on. Mr. Newell advised we anticipate saving over \$14,000.00 per year as compared to FY08-FY09.

Councilman Stallworth made a motion to approve the renewal of the Cellular South "Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities" as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was a request to approve advertising the resources of the City of Pascagoula through the 2009 Junior Achievement Fall Rock n Bowl on November 13-15, 2009, for \$250.00 as recommended by Kristi Summerlin, Legal Assistant. It will be held at the Spanish Trails Lanes, Gautier, MS. The City is given legal authority to provide support to this group by Section 17-3-1, Mississippi Code of 1972.

Councilman Stallworth made a motion to approve advertising the resources of the City of Pascagoula through the 2009 Junior Achievement Fall Rock n Bowl on November 13-15, 2009, for \$250.00 as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".
(Approved 10-20-09)

The next item for consideration was a Resolution for John Jones to assist the City in selling a parcel of land at the intersection of Parsley Avenue and 11th Street. The Resolution is spread on the minutes as follows:

**RESOLUTION FOR SALE OF PARCEL OF LAND LOCATED
AT THE INTERSECTION OF PARSLEY AVENUE AND 11TH STREET**

WHEREAS, the City of Pascagoula, (City) owns the following described parcel of land situated within the city:

Parcel No. 40410052.000

WHEREAS, the City Council intends to sell the parcel; and

WHEREAS, we hereby find and determine as follows:

1. That the parcel is not being used or needed for City purposes and is not being used in the operations of the City; and
2. That the sale of the parcel on a competitive, sealed bid basis is not necessary or desirable for the financial welfare of the City; and
3. That the use of the property for the purpose for which it is to be sold will promote and foster the development and improvement of this community and the economic welfare thereof:

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

1. That John Jones, a Mississippi licensed real estate broker, is hereby employed to assist the City in the marketing and sale of the aforesaid parcel.
2. That for his services John Jones shall be paid a commission of ten percent of the sale price or \$500, whichever is larger, for a completed sale.
3. That if the City Council accepts an offer to purchase from a buyer solicited by John Jones it shall authorize the execution of a quitclaim deed to the buyer for the price agreed to, in cash.
4. That any such deed shall provide that the City shall retain all mineral rights that it owns, together with the right of ingress and egress to remove same.

The above Resolution was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 20th day of October, 2009.

The next item for consideration was an Order for a property cleanup hearing on December 1, 2009, for several parcels 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 said 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 said City Council on December 1, 2009, in the City Hall of said city at 6:00 P.M. to determine whether the parcels of land as shown on said exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

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>
41825082.000 3810 Orchard Rd.	Estate of Samuel A. Miller c/o Mary Ann Young 5112 Center Dr. Moss Point, MS 39563	Deed Book 564, Page 551
41350097.000 1011 22 nd St.	Charles Hubert Parks & Bertha H. Parks 1404 Belair St., Apt. 2 Pascagoula, MS 39567	Deed Book 93, Page 242
41580125.000 2117/2119 24 th St. West	Christopher Crawford 1802 11 th Street Pascagoula, MS 39581 (Footnote 1)	Deed Book 1287, Page 236
41230212.060 2011 24 th St.	Tom Recore 6216 Hermosa Ocean Springs, MS 39564	Deed Book 1531, Page 59
41580124.000 2203 24 th St.	Stanley L. Williams 2207 24 th Street Pascagoula, MS 39581	Deed Book 1558, Page 438

41230182.210 1915 24 th St.	Peter J. Riehm DBA PRMS Properties LLC 4708 Gibson Rd, Box 51 Ocean Springs, MS 39564 (Footnote 2)	Deed Book 1362, Page 709
41230182.055 1917 24 th St.	Peter J. Riehm DBA PRMS Properties LLC 4708 Gibson Rd, Box 51 Ocean Springs, MS 39564 (Footnote 3)	Deed Book 1362, Page 709
41580104.000 3310 Ronnie Ave.	James Champion & Oleta Champion 5252 FMR 3129 Queen City, TX 75572	Deed Book 269, Page 394
41702939.000 2116 Alex	Michael Selmon Address Unknown	Deed Book 958, Page 16
41940017.000 Lot on Resca De Le Palma	Elias Higdon 14451 Fort Lake Rd. Grand Bay, AL 36541	Deed Book 1228, Page 701

PARTIES WITH INTEREST

Footnote 1: Merchants & Marine Bank, P.O. Box 729, Pascagoula, MS 39568-0729

Footnote 2: -Equity Trust Company, 2619-A Executive Place, Biloxi, MS 39531
-Radlaw Land Inv, LLC, 113 Chartres Dr., Madison, MS 39110
-Double Helix Land Inv, LLC, 113 Chartres Dr., Madison, MS 39110

Footnote 3: -Equity Trust Company, 2619-A Executive Place, Biloxi, MS 39531
-College Investment Co., P.O. Box 1177, Clinton, MS 39060
- Double Helix Land Inv, LLC, 113 Chartres Dr., Madison, MS 39110

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 20th day of October, 2009.

The next item for consideration was the CDBG 2009 Action Plan Funding Approval and Agreement Form as recommended by Harry Schmidt, Community Development Director.

Councilman Stallworth made a motion to approve the CDBG 2009 Action Plan Funding Approval and Agreement Form as recommended and authorized the Mayor to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

(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 budget amendment in Community Development for the 2009 CDBG Block Grant as recommended by Jeane Bull, Assistant Comptroller. The budget amendment is spread on the minutes as follows:

	<u>October 20, 2009</u>		
	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
Community Development Grants			
<u>Revenues:</u>			
Public Service-Red Cross	0	5,000	5,000
Down Payment Assistance	0	20,000	20,000
Hester/Forrest St Drainage Engineering	0	21,202	21,202
ADA Sidewalks	0	75,000	75,000
Façade Improvement Program	0	112,500	112,500
General Administration	0	50,000	50,000
Region Eight Housing	0	5,000	5,000
Salvation Army	0	7,500	7,500
Our Daily Bread	0	7,500	7,500
Total Revenues	0	303,702	303,702

Expenditures:

Public Service-Red Cross	0	5,000	5,000
Down Payment Assistance	0	20,000	20,000
Hester/Forrest St Drainage Engineering	0	21,202	21,202
ADA Sidewalks	0	75,000	75,000
Façade Improvement Program	0	112,500	112,500
General Administration	0	50,000	50,000
Region Eight Housing	0	5,000	5,000
Salvation Army	0	7,500	7,500
Our Daily Bread	0	7,500	7,500
Total Expenditures	0	303,702	303,702
Net Change in Fund Balance		0	

**2009 CDBG Block Grant
as approved by Council August 4,2009**

Councilman Stallworth made a motion to approve the budget amendment in Community Development for the 2009 CDBG Block Grant as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

The next item for consideration was a budget amendment in Community Development for the JAG Grant as recommended by Jeane Bull, Assistant Comptroller. The budget amendment is spread on the minutes as follows:

October 20, 2009

<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
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Community Development

Revenues:

Community Development - Grants	0	31,829	31,829
Total Revenues	0	31,829	31,829
<u>Expenditures:</u>			
Other Charges	0	31,829	31,829
Total Expenditures	0	31,829	31,829
Net Change in Fund Balance		0	

To amend budget to provide revenue and expenditure authority for the JAG - Grant to purchase LED Light Bars for patrol cruisers.

Councilman Stallworth made a motion to approve the budget amendment in Community Development for the JAG Grant as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

The next item for consideration was a budget amendment in the Utility Fund for the Metering Department recommended by Jeane Bull, Assistant Comptroller. The budget amendment is spread on the minutes as follows:

	<u>October 20, 2009</u>		
	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
Utility Funds			
Expenditures :			
Utility Building Maint-Supplies			
Building Materials	3,500	-3,000	500

Janitorial Supplies	2,500	-1,100	1,400
Metering Services			
Mobile Equipment	0	4,100	4,100
Total Expenditures	6,000	0	6,000

**Budget Amendment to give budget authority
to Metering Department to repair damaged truck- U-11.
Truck damaged during accident on August 27, 2009.**

Councilman Stallworth made a motion to approve the budget amendment in the Utility Fund for the Metering Department as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”.
(Approved 10-20-09)

The next item for consideration was a budget amendment in the Police Grant Funds to provide expenditure authority to transfer one-half of the cost of \$3,349.50 to purchase bullet proof vests to the Forfeiture & Seizure Fund and record the corresponding receipt of grants from the Bureau of Justice, funding the one-half \$3,349.50 purchase amount as recommended by Jeane Bull, Assistant Comptroller. The budget amendment is spread on the minutes as follows:

	<u>October 20, 2009</u>		
	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Forfeiture & Seizure Fund:</u>			
Revenues			
Other Financing Sources - Transfers from Police Grant Fund	0	\$3,349.50	\$3,349.50
Expenditures			

Capital Outlay:

Mobile Equipment	0	\$6,699.00	\$6,699.00
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Net Effect On Fund Balance	_____	_____ -3,349.50 _____	_____
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To amend the budget of the Forfeiture & Seizure Fund to provide for the expenditure authority for the cost to purchase of Bullet Proof Vests, and receipt Police Grants transfer from Police Grants fund, which is funding one-half of the purchase price of the vests.

Councilman Stallworth made a motion to approve the budget amendment for the Police Department as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

The next item for consideration was a budget amendment in the Forfeiture & Seizure Fund for the Police Department to purchase bullet proof vests as recommended by Jeane Bull, Assistant Comptroller. The budget amendment is spread on the minutes as follows:

October 20, 2009

	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Police Grants Fund</u>			
Revenues			
BJA Grant - Police Vest	0	\$3,349.50	\$3,349.50
Expenditures			
Other Financing Uses:			

Transfers to Forfeiture & Seizure Fund	0	\$3,349.50	\$3,349.50
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Net Effect On Fund Balance _____ **0** _____

To amend the budget of the Police Grants Fund to provide expenditure authority to transfer one-half of the cost to purchase of Police Bullet Proof Vest to the Forfeiture & Seizure Fund, and record the corresponding receipt of Grants from the Bureau of Justice Administration, funding the one-half purchase amount.

Councilman Stallworth made a motion to approve the budget amendment in the Forfeiture & Seizure Fund for the Police Department as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

The next item for consideration was approval of the several voluntary insurance proposals as recommended by the Insurance Committee and Bruce Knott, Human Resources Director, which are as follows:

INTEROFFICE MEMORANDUM

TO: KAY KELL
COUNCIL MEMBERS

FROM: BRUCE E. KNOTT

SUBJECT: VOLUNTARY INSURANCES

DATE: 11/10/2009

At the October 13th meeting, the Insurance Committee reviewed the Voluntary Insurance proposals and unanimously recommended the following:

- Dental – Lockard & Williams (Guardian)
- Vision – Nick Floyd & Assoc. (AlwaysCare)
- Cancer, Hospital Indemnity, S/T Disability, and Universal Life – Colonial Supplemental Insurance
- Accident – Colonial Supplemental Insurance and Nick Floyd & Associates

Term Life – Lockard & Williams (Mutual of Omaha)
Universal Life – Colonial Supplemental Insurance
Critical Illness – Colonial Supplemental Insurance
Long Term Care – AFLAC
Law Enforcement Officer Accident/Disability – Nick Floyd and Associates

The Human Resources Staff concurs with the recommendations.

Councilman Stallworth made a motion to approve the voluntary insurance proposals as recommended above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

The next item for consideration was a request to ratify the City Manager’s signature pledging the City of Pascagoula’s community support for the YMCA’s pre-application to the Department of Health to be one of two Mississippi counties to apply to receive CDC stimulus funds geared to help communities improve their health status through healthy living, increased fitness, and healthy eating choices as recommended by Harry Schmidt, Community Development Director.

Councilman Stallworth made a motion to approve the request to ratify the City Manager’s signature pledging the City of Pascagoula’s community support for the YMCA’s pre-application to the Department of Health to be one of two Mississippi counties to apply to receive CDC stimulus funds geared to help communities improve their health status through healthy living, increased fitness, and healthy eating choices as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

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

The next item for consideration was a request to participate in the 2009 Fall Household Hazardous Waste Collection Day to be held on November 14, 2009, as recommended by Harry Schmidt, Community Development Director. The pro-rata share of the cost not covered by the DEQ Grant is for an amount not to exceed \$3,125.00 and the City would provide four representatives to work eight hours the day of the event which will take place at the Singing River Mall parking lot.

Councilman Stallworth made a motion to approve the request to participate in the 2009 Fall Household Hazardous Waste Collection Day on November 14, 2009, at the Singing River Mall parking lot as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The financial report for the month of September 2009 was filed by the City Clerk and acknowledged by the City Council.

The following new business items were then considered.

The first item for consideration was a nomination to the Jackson County Emergency Communications District Board (911) to replace Eddie Stewart who recently retired. The City Manager then introduced Kenny Johnson as the new Police Chief and recommended that Chief Johnson be nominated to serve on this board. Chief Johnson thanked the Council and City Manager for their support and trust and commented he will do his best everyday in his new position as Police Chief.

Councilman Tillman made a motion to nominate Police Chief Kenny Johnson to the Jackson County Emergency Communications District Board (911) as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

The next item for consideration was a proposed Task Order for a limited traffic study on Pascagoula Street North of Highway 90 as recommended by the City Manager, and in response to recent concerns at the last meeting regarding traffic safety in that area. The study would be prepared by ABMB Engineers, Inc., Jackson, MS, at a cost of \$2,200.00.

Councilman Wolverton made a motion to approve the Task Order with ABMB Engineers, Inc. for a limited traffic study on Pascagoula Street North of Highway 90 at a cost of \$2,200.00 as recommended and authorized Jaci Turner, Program Manager, to execute the related documents. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

ABMB Engineers, Inc.

October 16, 2009

Ms. Jaci Turner, P.E., Program Manager
City of Pascagoula
P.O. Drawer 908
Pascagoula, Mississippi 39568-0908

**Subject: Letter of Proposal for Traffic Study
Pascagoula Street - From US 90 to City Limits**

Dear Ms. Turner:

I have developed the cost for the Pascagoula Street Traffic Study that we discussed. I believe that the following approach will meet the needs that you described to me while minimizing cost.

<u>Task No.</u>	<u>Description</u>
1.0	Spot Speed Studies at 3 separate locations and statistical analysis.
2.0	Short Counts (15 minute intervals) during Peak Hour and Projections. @ Lake Street Intersection @ Market Street Intersection @ Catalpa Avenue Intersection
3.0	Signal and Multi-way Stop Preliminary Analyses for 3 sites listed above and using collected/projected volumes from Task 2.0.
4.0	Technical Memorandum containing all collected speed data, collected/projected volume data, analyses from Task 1.0 and 3.0, recommendations on speed zoning and potential traffic control device changes.

The cost for this work will be \$2,200. Please let me know if additional clarifications for any of the items contained in this Letter of Proposal are needed.

Please sign below and return a copy of this letter to me if this approach and cost is acceptable.

Cordially,

ABMB Engineers, Inc.

John M. Rainwater, III P.E.
Traffic Division Manager

Accepted:

City of Pascagoula, MS

Ms. Jaci Turner, P.E.
Program Manager

Date

200 NORTH CONGRESS ST., SUITE 600 * JACKSON, MISSISSIPPI 39201 * 601.354.0696 * 601.354.0433 f
901 JACKSON STREET * VICKSBURG, MISSISSIPPI 39180 * 601.638.2642 * 601.634.1227 f

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

The City Attorney requested approval of a Letter of Understanding between the City of Pascagoula and the Municipal Gas Authority of Mississippi (MGAM) for the sale of gas to the Chevron Refinery. The Letter of Understanding is spread on the minutes as follows:

**MUNICIPAL GAS AUTHORITY OF MISSISSIPPI
6000 LAKEOVER ROAD
JACKSON. MS 39213
Phone 601/362-2252 Fax 601/362-2269**

October 14, 2009

Mayor Robert H. Maxwell
City of Pascagoula, Mississippi
603 Watts Avenue
P.O. Drawer 908
Pascagoula, MS 39567

cc: Eddie Williams, Esq., City Attorney

Re: Sale of Gas to the Chevron Refinery

Dear Mayor Maxwell:

Pursuant to our discussions, this letter memorializes our understanding that during the month of October 2009, the Municipal Gas Authority of Mississippi (MGAM) has implemented the sale of gas

from its portfolio of prepaid gas supplies to the City of Pascagoula's municipal gas system customer, Chevron Natural Gas, a division of Chevron U.S.A. Inc. (Chevron), for consumption by Chevron at its Pascagoula refinery, as agent for the City of Pascagoula. In order to accomplish the sale within the time constraints we faced after learning of the availability of the supply due to the deadlines for timely nominations to accomplish the scheduling of the deliveries for the month of October, MGAM made the sale directly to Chevron under a NAESB Base Contract for Sale and Purchase of Natural Gas that was tendered to MGAM by Chevron, and executed by MGAM and Chevron. MGAM did so as agent for Pascagoula, and will pass on all margins realized from the sale and delivery of the gas during October to Pascagoula.

The quantity scheduled for delivery during October is 9,000 MMBtu per day, for each day of the month, for a total of 279,000 MMBtu. The margin on the sales is two cents (\$0.02) per MMBtu. MGAM will pass on the total amount of the margin, based on actual deliveries to Chevron during the month of October, in accordance with MGAM's normal billing cycle during the month of November 2009.

MGAM and Pascagoula recognize that it may prove to be necessary to continue the same transitional contractual arrangement for deliveries to Chevron during the month of November 2009, but it is the parties' intent to complete the necessary contractual agreements for the sale of such gas from MGAM to Pascagoula and from Pascagoula to Chevron as expeditiously as possible.

If this letter accurately sets forth your understanding of the terms of the arrangement between MGAM and Pascagoula with respect to the sale of gas to Chevron for consumption at the Pascagoula refinery, please sign both copies of this letter on the line indicated below, retain one original for Pascagoula's files, and return one original to me for MGAM's files.

Thank you very much.

Sincerely,

Geoffrey Wilson
Executive Director
Municipal Gas Authority of Mississippi

[Name]

[Title]

City of Pascagoula, Mississippi

M:\Clients\13830\13830-20\10.09.09 Ltr from MGAM to Pascagoula re Chevron. doc

Councilman Stallworth made a motion to approve the Letter of Understanding between the City of Pascagoula and the Municipal Gas Authority of Mississippi (MGAM) for the sale of gas to the Chevron Refinery and authorized the Mayor to execute the related document. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was a Memorandum of Understanding between the U. S. Coast Guard Cutters and the Pascagoula Fire Department as follows:

**Memorandum of Understanding between United States Coast Guard Cutters
DECISIVE (WMEC 629), ZEPHYR (WPC-8), TORNADO (WPC-14),
SHAMAL (WPC-13) and the Pascagoula Fire Department**

This Agreement, entered into this ___ day of ___ 2009, 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 above mentioned Coast Guard Cutters agree that:

1. On request made to Pascagoula FD by a representative of the one of the Coast Guard Cutters designated in this agreement, 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 Cutters 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 requesting 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 action s 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
Commanding Officer CGC ZEPHYR	Date
Commanding Officer CGC TORNADO	Date
Commanding Officer CGC SHAMAL	Date
Fire Chief City of Pascagoula	Date

Councilman Wolverton made a motion to approve the Memorandum of Understanding between the U. S. Coast Guard Cutters and the City of Pascagoula Fire Department as recommended and authorized Fire Chief Robert O’Sullivan to execute the related document. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-20-09)

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

The next item was Change Order No. 1 to the contract with Hemphill Construction Company, Inc., Florence, MS, for the W-25 and S-30 River Park Water and Sewer Project for \$90,589.00 as recommended by Jaci Turner, Program Manager, and Compton Engineering. Changes are due to additional work required in the MDOT permit for the project.

Councilman Stallworth made a motion to approve the Change Order No. 1 to the contract with Hemphill Construction Company, Inc. for the W-25 and S-30 River Park Water and Sewer Project for \$90,589.00 as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was a bid award for the 11th Street Bulkhead Repairs from Hurricane Katrina (FEMA PW 1604) to Vice Construction Company, Inc., Moss Point, MS, for the base bid amount of \$416,217.46, contingent upon FEMA approval, as recommended by Jaci Turner, Program Manager, and Compton Engineering.

Councilman Corder made a motion to approve the bid award for the 11th Street Bulkhead Repairs from Hurricane Katrina to Vice Construction Company, Inc. for \$416,217.24, contingent upon FEMA approval, as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item was an amendment to the contract with Jimmy G. Gouras, Urban Planning Consultants, Inc., Vicksburg, MS, for administrative services during the construction phase of the MDA/CDBG Riverfront Phase II Project as recommended by Jaci Turner, Program Manager.

Councilman Stallworth made a motion to approve the amendment to the contract with Jimmy G. Gouras, Urban Planning Consultants, Inc., Vicksburg, MS, for administrative services for the MDA/CDBG Riverfront Phase II Project as recommended and authorized the Mayor to execute the related documents. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

The amendment is spread on the minutes as follows:

AMENDMENT NO. 1

**AGREEMENT BETWEEN CITY OF PASCAGOULA, MISSISSIPPI AND
JIMMY G. GOURAS, URBAN PLANNING CONSULTANTS, INC.
FOR ADMINISTRATIVE SERVICES**

An Agreement was executed on May 20, 2008, by and between City of Pascagoula, Mississippi and Jimmy G. Gouras, Urban Planning Consultants, Inc. for professional services in connection with project number R-109-290-04-KCR, funded with Katrina Supplemental CDBG funds.

This Amendment shall revise the scope of work to provide for Full Administrative Services to be rendered as set forth in the Revised Scope of Work attached hereto as Exhibit "A" and made a part hereof.

The compensation due to Jimmy G. Gouras, Urban Planning Consultants, Inc. shall be revised to allow for payment of Full Administrative Services set forth in the attached Revised Exhibit "B", entitled "Revised Compensation Due Consultant and Method of Payment".

That Section 7 of the Contract is amended to reflect a total compensation of \$194,600.

This Amendment No. 1 is approved on this the ____ day of _____ 2009.

**Jimmy G. Gouras Urban
Planning Consultants, Inc**

City of Pascagoula, MS

By: _____
Jimmy G. Gouras, President

By: _____
Robert H. Maxwell, Mayor

ATTEST:

ATTEST:

EXHIBIT "A"
REVISED SCOPE OF SERVICES

The Contracted Party shall do, perform, and carry out in a satisfactory and proper manner such work as the Grantee determines is necessary to accomplish the activities funded by the Katrina Supplemental Community Development Block Grant Program and specifically, the Community Revitalization Grant Program. Specific job tasks that the Contracted Party shall assist the Grantee in performing include, but are not necessarily limited to, the following:

- A. **Application Preparation**
- B. **General Services**

1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Procurement
 - d. Labor Standards
 - e. Acquisition
 - f. Relocation
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence

C. **The Contracted Party shall be responsible for:**

1. Overall coordination of project activities;
2. Attending MDA/HUD monitoring visits, meetings, etc;
3. Establishing and maintaining financial records;
4. Preparing request for Wage Rates, Reviewing Payrolls and conducting job interviews;
5. Preparing the necessary documentation to request funds from the State; and
6. Providing all other services considered normal administrative services within the course of this Agreement.

D. **Close-Out Project**

The Contracted Party shall be available at all times to assist the Grantee in performing such work in a satisfactory and proper manner as the Grantee deems necessary under this program. Specific job tasks that we, as the Contracted Party, shall perform shall not be limited to the above, but would conform to the specific needs of the Grantee.

EXHIBIT "B"

**REVISED COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT**

The Grantee agrees to pay the Contracted Party in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Katrina Supplement Community Development Block Grant Community Revitalization Project.

Phase I		
1.	Application Preparation	\$ 10,000
Phase II		
1.	Completion of Environmental Review Procedure	6,500
2.	For services from Notification of Grant Award to Release of Funds from the Mississippi Development Authority including, but not limited to: draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of Local Government's record keeping and financial management system in accordance with all Federal and State laws and regulations; preparation of a Fair Housing Resolution; preparation of a Code of Conduct and Procurement Procedures; assist the Local Government in procuring professional services as needed; establish a filing system; document eligibility of each CDBG activity; designate and document slum and blighted areas; preparation of contracts for professional services; preparation of cost analysis for procurement of each professional service; review and approve grant agreements; and any other services necessary to implement the Local Government's project.	15,000
3.	Beginning with the first month following the execution of the Contracts for Community Revitalization Services, the Consultant will submit monthly invoices in the amount of \$7,655 for services rendered as outlined in item C in the Scope of Services. Invoices will be submitted for twenty (20) consecutive months.	153,100
4.	Retainage for acceptance and approval of close-out documents by the Mississippi Development Authority.	10,000
Total Compensation		\$194,600

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

The next item for consideration was a Construction Engineering and Inspection Services Contract for the Hurricane Katrina Repairs to Pascagoula Street from Highway 90 to Jefferson Street, Project No. ER-8945-00(001) LPA/105113-701000, with Compton Engineering, Pascagoula, MS, as recommended by Jaci Turner, Program Manager, and MDOT.

Councilman Stallworth made a motion to approve the Construction Engineering and Inspection Services Contract for the Hurricane Katrina Repairs to Pascagoula Street from

Highway 90 to Jefferson Street, Project No. ER-8945-00(001) LPA/105113-701000, with Compton Engineering and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was Amendment # 1 to the contract with Benvenuti, Ryan & Associates, LLC, Bay St. Louis, MS, for administrative services for the Social Services Block Grant (SSBG) on the new Senior Center as recommended by Jaci Turner, Program Manager. This is a reduction in cost from \$120,000.00 to \$55,000.00.

Councilman Wolverton made a motion to approve Amendment # 1 to the contract with Benvenuti, Ryan & Associates, LLC, for administrative services for the Social Services Block Grant (SSBG) for the new Senior Center as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

The amendment and agreement are spread on the minutes as follows:

Agreement for Administrative Services

AMENDMENT # 1

Whereas, Benvenuti, Ryan, & Associates entered into an agreement with the City of Pascagoula to provide Professional Services to administer, monitor, and manage the construction of a Senior Center, funded with a Social Services Block Grant (SSBG) through the Mississippi Department of Human Services, and dated March 5, 2009.

Now, therefore, the parties do mutually agree to AMEND this Agreement as follows:

SECTION II – FEES

Benvenuti, Ryan, & Associates shall receive a fee not to exceed Fifty Five Thousand Dollars (\$55,000.00) to be paid by the SSBG for administration and final closeout of the grant.

SECTION III – TERM

This Agreement shall be in force until September 30, 2009. Payment will be made for services performed prior to September 15, 2009.

WITNESS THE SIGNATURES OF THE PARTIES ON THIS, THE _____ DAY OF AUGUST, and 2009.

CITY OF PASCAGOULA, MS

BY: _____
CITY OF PASCAGOULA, MS

BENVENUTTI, RYAN & ASSOCIATES

BY: _____
Benvenuti, Ryan, & Associates, LLC
P.O. Box 2639
Bay St. Louis, MS 39521

AGREEMENT

This Agreement is entered into by and between Benvenuti Ryan and Associates, LLC, Bay St. Louis, MS [herein called ADMINISTRATOR] and the city of Pascagoula, Mississippi [herein called CITY].

FOR AND IN CONSIDERATION of the mutual covenants, promises, and matters set forth herein, the parties contract, covenant, and agree as follows:

SECTION I. SERVICES

1. ADMINISTRATOR services are required and engaged by CITY. The specific purpose of ADMINISTRATOR service is to assist CITY in administering, monitoring, and managing the construction of a Senior Center [herein known as [PROJECT] funded by a Social Service Block Grant [SSBG] to be located in Pascagoula. This purpose will be met by the ADMINISTRATOR assisting the City with administrative, reporting, filing requirements associated with the grant, monitoring the project progress, acting on behalf of the CITY in negotiating resolutions to any disputes or issues as they arise, and presenting a solution to the CITY for formal action. The ADMINISTRATOR will assist the City in completing documents and filing requirements in a timely manner to meet deadlines associated with monthly requirements of the grant. The ADMINISTRATOR will also monitor the progress of the project as stated above and identify any potential issues that would require attention. As needed, those issues will be resolved through the ADMINISTRATOR acting as an Owner's Representative with the Contractor, Engineer, and/or Architect as appropriate to negotiate a solution. Additionally the ADMINISTRATOR will provide timely reports to the Mississippi Department of Human Services, SSBG Department to conform with the requirements of the grant.

2. ADMINISTRATOR, solely at the request of CITY, may assist CITY by providing recommendations regarding public relations, schedule coordination, and/or coordinating with CITY personnel during the various aspects of progress reviews, schedule maintenance, pay application review and approvals, contract modifications, and other necessary documents. ADMINISTRATOR neither represents nor warrants any expertise in real estate development, marketing, real estate transactions, negotiations, construction, or structuring agreements. CITY

expressly understands that ADMINISTRATOR is not a Certified Public Accountant, Architect, or Attorney at Law.

3. It is specifically understood and agreed that ADMINISTRATOR is an independent contractor and that there is no partnership, joint venture, or co-venture relationship between CITY and ADMINISTRATOR. The means and methods of the ADMINISTRATOR performance under the terms of this Agreement are solely within the judgment and discretion of the ADMINISTRATOR.

4. ADMINISTRATOR will make every effort to be available for meetings with any group(s) or representative(s) upon a forty-eight (48) hour notice given by CITY.

SECTION II - FEES

ADMINISTRATOR shall receive a fixed fee of One Hundred Twenty Thousand Dollars (\$120,000) to be paid by the SSBG grant for administration of the grant. Payment will be made by the CITY on a monthly billing based on an equal distribution of the lump sum fee relative to the effective length of the contract. Anticipated payment schedule shall be \$20,000 per month for six months. ADMINISTRATOR shall provide documentation to the CITY that shows full conformance with the Davis Bacon Act as appropriate.

SECTION III. -- TERM

This Agreement shall be in force until September 30, 2009. Payment will be made for services performed prior to August 31, 2009.

SECTION IV. -- GOOD FAITH

1. The parties agree to keep each other informed and to mutually deal in good faith.
2. ADMINISTRATOR shall have access during normal business hours to all the books and records relative to the PROJECT developed under the terms of this Agreement.

SECTION V.

This Agreement will be construed according to the laws of the state of Mississippi.

WITNESS THE SIGNATURES OF THE PARTIES ON THIS, THE 5th DAY OF MARCH, and 2009.

CITY OF PASCAGOULA, MS

By: _____
City of Pascagoula, MS

By: _____
Benvenuti, Ryan, & Associates, LLC
P. O. Box 2639
Bay St. Louis, MS 39521

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

The next item was a bid award to the lowest and best bid submitted by Commercial Contracting Services, Inc. in the amount of \$211,246.00, contingent upon FEMA approval, for HMPG Wind Retrofit of the Public Works Building, Code Enforcement, and the Police Department Building as recommended by Jaci Turner, Program Manager.

Councilman Wolverton made a motion to approve the bid award to Commercial Contracting Services, Inc. for \$211,246.00, contingent upon FEMA approval, for HMPG Wind Retrofit of the Public Works Building, Code Enforcement, and the Police Department Building as recommended and authorized the City Manager to execute the related documents after approval. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item was a request for an extension of the Public Water Fluoridation contract with the Mississippi State Department of Health until December 31, 2009, as recommended by Steve Mitchell, Operations Manager.

Councilman Corder made a motion to approve the request for an extension of the Public Water Fluoridation contract with the Mississippi State Department of Health until December 31, 2009, as recommended and authorized the Mayor to execute the related documents. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

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

The next item for consideration was the Order for the docket of claims. The City Manager requested that payment to Scranton's for \$527.70 (page 12) be removed from the docket tonight. The Council then considered the following Order:

ORDER

WHEREAS, the attached docket of claims for the period of October 2, 2009 through October 16, 2009, has been presented to the City Council for allowance and approval; and **WHEREAS**, the below claim numbers 09-04-01, and 09-18-02, and 0903 have also been presented to the City Council for allowance and approval:

<u>September 4, 2009</u>		<u>Claim # 09-04-01</u>
010	General Fund	\$ 416,172.00
180	Code Enforcement Grant	1,197.48
400	Pascagoula Utilities	24,906.62
475	Transfer Station	10,892.01
480	Solid Waste Mgmt.	<u>547.85</u>
	Total	<u>\$ 453,715.96</u>

<u>September 18, 2009</u>		<u>Claim #09-18-02</u>
010	General Fund	\$ 437,406.14
180	Code Enforcement Grant	1,077.74
400	Pascagoula Utilities	25,721.41
475	Transfer Station	10,870.69
480	Solid Waste Mgmt.	<u>493.06</u>
	Total	<u>\$ 475,569.04</u>

<u>Miscellaneous Claim</u>		<u>Claim # 0903</u>
1000	City Share FICA	\$ 45,933.79
1100	City Share Medicare	10,742.59
7000	City Share PERS	90,661.76
9400	State Unemployment	<u>2,200.97</u>
	Total	<u>\$ 149,539.11</u>

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.

Councilman Stallworth made a motion to adopt the Order for the Docket of Claims, excluding Scranton's for \$527.70 (Invoice # 28810). 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 Mayor then declared the Order adopted, as amended, on the 20th day of October, 2009.

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

Councilman Wolverton made a motion to go into executive session for the purpose of discussing the purchase of real property. 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", after which the Mayor announced to the public and those in attendance that the Council had voted to go into executive session for the purpose stated above. The Council then began the executive session

During executive session and after discussion regarding the 11th Street bulkhead project, the Council considered the following Resolution as recommended by the City Attorney:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PASCAGOULA, MISSISSIPPI, AUTHORIZING JUST
COMPENSATION FOR THE ACQUISITION OF A PORTION
OF THE PROPERTY BELONGING TO HARRY E. BURROW, JR.
AT 1909 BEACH BLVD.**

WHEREAS, the City of Pascagoula has a need to acquire a portion of the property belonging to Harry E. Burrow, Jr. located at 1909 Beach Blvd. for the purpose of replacing a bridge over the canal which passes along the eastern border of the Burrow property; and

WHEREAS, it is necessary to set just compensation for the acquisition of the aforesaid property which is described on the plat attached hereto as an Exhibit; and

WHEREAS, the City Attorney has successfully negotiated with the landowner for the acquisition of the easement at a reasonable price thereby obviating litigation; and

WHEREAS, the City Council does hereby find that it is in the best interest of the City that the property be acquired forthwith so that the replacement of the bridge may commence:

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

SECTION 1. That the findings and recitals in the above preamble are hereby declared and found to be true and correct.

SECTION 2. The City Attorney is authorized to acquire the property from Harry E. Burrow, Jr. for the sum of \$1,750.00, which is hereby determined to be just compensation therefor.

SECTION 3. The City Manager is authorized and ordered to issue a mechanical check payable to Harry E. Burrow, Jr. in the amount of \$1,750.00 as consideration for the acquisition of the parcel as described in the attached Exhibit.

The above Resolution was introduced by Councilman Wolverton, seconded for adoption 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 20th day of October, 2009.

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

The City Manager requested approval for Council to ratify her signature on the EAP Contract with Singing River Services, Gautier, MS, which Council previously approved on September 15, 2009; however, we did not have the contract at that meeting.

Councilman Milstead made a motion to ratify the signature of the City Manager on the EAP Contract with Singing River Services as recommended. 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 agreement is spread on the minutes as follows:

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ___ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF PASCAGOULA, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately 280 employees as of the date of this agreement and the Subscriber want to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. **PROVIDER’S OBLIGATION:**

The PROVIDER will use its best efforts to provide the following services (“EAP Services”) from October 1, 2009 to September 30, 2010 (the “Contract Period”) for beneficiaries.

A. **General Program Development Services:**

1. **Emergency Crisis Services:** The Provider agrees to provide an “emergency help line” telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. **Arranging for Services:** The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. **Extent of Services and Exclusions:** Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber’s insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$75.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation in the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding job or employer dissatisfaction to contact the Subscriber personnel manager or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.
- 5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same

problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to Bruce Knott.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3,500.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.
3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement, the Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
5. Condition Precedent to Lawsuit: The thirty (30) day notice of breach as set forth in paragraph 4.b hereinabove is a condition precedent to the filing of an action in a court of law or equity.
6. Mississippi Law Controls: The laws of the State of Mississippi shall apply to all issues pertaining to this Agreement.
7. Costs of Litigation: The losing party in any litigation shall be responsible for all reasonable costs, including attorney's fees and expensed incurred in conjunction with the resolution of such controversy or claim.
8. Hold Harmless:

- a. The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
- b. To the extent allowed by law, the Subscriber shall hold harmless and indemnify the Provider from any claims, losses, damages, judgments, liabilities, costs, expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Subscriber's gross negligence or willful misconduct in its interaction with the Provider.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2009.

SINGING RIVER SERVICES
TAX ID NO. 640 650 708

BY: _____
Sherman F. Blackwell, II,
Executive Director

CITY OF PASCAGOULA:

BY: _____
City Manager's Signature

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

The City Manager also requested that Council ratify her signature on the Claims Administrative Agreement with Lockard and Williams Insurance Services, P.A., Pascagoula, MS, which was previously approved by Council on September 1, 2009; however, the actual agreement was not available at that meeting.

Councilman Milstead made a motion to ratify the signature of the City Manager on the Claims Administrative Agreement with Lockard and Williams Insurance Services, P.A., as recommended. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-20-09)

The agreement is spread on the minutes as follows:

CLAIMS ADMINISTRATIVE AGREEMENT

THIS CLAIMS ADMINISTRATIVE AGREEMENT AND ADDENDUM THERETO is made by and between **Lockard & Williams Insurance Services, P.A.** (hereinafter called "L&W"); and **City of Pascagoula** (hereinafter called "Employer").

WITNESSETH:

WHEREAS, under various Welfare Benefit Plans designated in Section 1.02 hereof, the Employer has designated itself to serve as "Administrator", as that term is defined in Section 3(16)(A) of the Employee Retirement Security Act; and,

WHEREAS, under such Plans, the Employer is specifically authorized to delegate any or all of its administrative duties to one or more persons, firms or corporations and to compensate such delegates for their services; and,

WHEREAS, L&W is engaged in the business of determining and administering the payment of health care and other welfare benefits on behalf of those Plans as may be agreed upon by it and the Employer from time to time; and,

WHEREAS, it is the purpose of this Agreement to establish a contractual relationship between the Parties whereby L&W will undertake to arrange to receive and process claims and to disburse checks for claims payable under such Plans and to perform such additional administrative services as set forth and delegated to it herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the monetary consideration herein recited, it is mutually agreed as follows:

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ARTICLE I

ELECTIONS

Section 1.01 Effective Date. The terms and conditions of this Agreement as herein set forth shall be effective on October 1, 2009 through September 30, 2012.

Section 1.02 Associated Plans. The Employer hereby designates the following plans of the Employer as "Plans" under Section 2.03 of the Agreement:

- / / Cafeteria Plan
- / XX / Employee Health Care Plan
- / / Medical Reimbursement Plan
- / / Dental Plan
- / XX / Prescription Drug Card
- / / Long Term Disability Benefits Plan
- / XX / Life Insurance Plan
- / XX / Dependent Life

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, this ____ day of _____, 2009.

CITY OF PASCAGOULA, MS

ATTEST

By: _____

Its: _____

**LOCKARD & WILLIAMS INSURANCE
SERVICES, P. A.**

ATTEST

By: _____

Its: _____

ARTICLE II

DEFINITIONS

Section 2.01 Agreement. The term "agreement" shall mean this Claims Administrative Agreement between the Employer and L&W.

Section 2.02 ERISA. The term "ERISA" shall mean Employee Retirement Income Security Act of 1974, as the same may be from time to time amended.

Section 2.03 Plans. The term "plans" shall mean those Employees' Welfare Benefit Plans designated under Section 1.02 of Article I of this Agreement. Copies of such Plans, as amended, shall be maintained by both the Employer and L&W.

ARTICLE III

ENGAGEMENT OF L&W

Section 3.01 Engagement as Independent Contractor. The Employer hereby engages L&W as an independent contractor and L&W hereby accepts the engagement as an independent contractor to arrange to perform for the Employer certain administrative services, as specified and delegated herein, in conjunction with the operation of the Plans identified in Section 1.02. L&W is, and shall remain, an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee or agent of the Employer; nor shall L&W and the Employer be deemed partners, joint venturers, or the like.

ARTICLE IV

SERVICES AND DUTIES DELEGATED TO L&W

Section 4.01 Services and Duties in General. The services and duties delegated herein by the Employer to L&W are to be performed within the framework of policies, interpretations, rules, practices, and procedures made and established by the Employer. Within the framework of this Agreement, L&W is to provide assistance to the Employer in administering the Plans in accordance with their terms, and is to provide only such services and duties as set forth on Exhibit "A", attached hereto and made a part hereof.

Section 4.02 Payment of Claims and Benefits. The Employer shall establish an account, trust, or other funding mechanism to receive deposits of funds to cover expenses of each Plan. As scheduled check cycles are performed, L&W will notify Employer of the amount of funds necessary to pay claims and benefits. Employer will wire transfer the necessary amounts from its account to a check clearing account or premium account established and maintained by L&W expressly for the purpose of issuing checks and benefit payments.

Section 4.03 Processing Claims and Benefits. L&W shall process and pay claims and benefits in accordance with the Plans maintained by the Employer. L&W shall incorporate sound

business practices and be responsible for reasonable internal audits. Where an error exists, L&W shall use reasonable efforts for recovery of any loss resulting from therefrom, but shall not be required to initiate court proceedings for any such recovery. In the event L&W pays any claimant less than the amount of entitlement under the Plan's documents, it shall promptly adjust the underpayment.

Section 4.04 Handling Large Claim. Any claim or benefit in excess of \$ 25,000 submitted for payment shall be validated for payment by the Employer prior to the actual payment thereof.

Section 4.05 Management Reports. L&W shall provide the Employer with those standard management reports set forth in Exhibit "B", which is attached hereto, with respect to each health care plan. The reports shall be provided to the Employer on a monthly basis, unless it directs L&W to furnish such reports less frequently. Additional and/or custom reports will be provided to Employer by L&W at additional cost.

Section 4.06 Changes to Plans and Benefits. The Employer agrees that it shall not make changes in benefits until the changes proposed are communicated to L&W in writing and its written consent given.

Section 4.07 No Responsibility for the Following Expenses. L&W shall not provide nor be responsible for the expense and cost of legal counsel, actuaries, consulting physicians or dentists, certified public accountants, investment counselors, investment analysts, or similar type service performed for the Employer. Additionally, expenses related to the acquisition of medical documentation will be the responsibility of the Employer. L&W shall not be authorized to incur any expense or cost for such services on behalf of the Employer without written consent of the Employer, with the exception of the expenses related to the acquisition of additional medical documentation. In the event that such services are engaged by L&W with the consent of the Employer, the Employer shall be responsible for such services and the cost and expense thereof.

Section 4.08 No Responsibility for Provider's Services. No employee or dependent covered by the Plan shall have any claims, right, or cause of action against L&W or the Employer, or their directors, officers, agents, or employees on account of any act or commission or omission, whether negligent, willful, or otherwise, on the part of any institution or person rendering services or furnishing materials to any covered employee or dependent, or on account of any failure to obtain from any physician or other provider of any other services, care, treatment, or supplies for which benefits are payable pursuant to the Plans.

Section 4.09 No Responsibility for Acts of Other Fiduciaries. L&W does not assume any responsibility for any act or omission or breach of duty by any plan fiduciary or party in interest other than itself, and it is not to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable by the Employer of the Plans.

Section 4.10 No Responsibility for Funding of Plans. L&W shall have no responsibility, risk, liability, or obligation for funding the Plans. The responsibility and obligation for funding the Plans are the entities so provided in the Plans. It is further understood and agreed

that L&W shall have no responsibility or obligation to take action against the Employer, any employee, or other person to enforce provisions of the Plans. In the event that the Employer desires to engage the services of L&W for such purposes, such services shall be engaged and rendered only pursuant to a separate written agreement between the parties. It is further understood and agreed that L&W shall not be responsible or obligated for the investment of any assets or funds of the Plans.

ARTICLE V

SERVICE FEES OF L&W AND INSURANCE PREMIUMS

Section 5.01 Administrative Fee and Insurance Premiums. For the claims and administrative services to be provided by L&W under the terms of this Agreement, the Employer agrees to pay L&W monthly administrative fees with respect to the various Plans as agreed upon from time to time. The Employer will also submit to L&W any insurance premiums and other fees required to keep these plans in force. The current fee and premium schedule in effect shall be attached hereto as Exhibit "C". Each month L&W shall submit to the Employer a statement showing the fees and insurance premiums applicable to each Plan for the following month. **The monthly fees and insurance premiums shall be paid to L&W within ten (21) days after receipt of such statement.**

ARTICLE VI

AMENDMENT AND TERMINATION

Section 6.01 Amendment of Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter thereof, and may be amended only by a writing signed by them.

Section 6.02 Termination or Amendment. The initial term of this Agreement shall begin on the effective date and end on the following September 30, and shall renew automatically from year to year thereafter, unless sooner terminated as provided below.

(a) At the end of any month pursuant to written notice given by any party to the other parties not less than 60 days in advance of an intent to terminate; or,

(b) The Employer's failure to pay the monthly fees to L&W provided for in Section 5.01 of the Agreement. If L&W fails to receive said payments from the Employer when they have become due and payable, it shall notify the Employer of such failure to receive payment. Thereupon, the Employer shall have ten (10) days from the day of receipt of notice to cause payment to be made of such fees to L&W. If L&W thereafter fails to receive the payment of such charge within the ten (10) day period after notice as provided herein, then L&W, at their option, may immediately terminate this Agreement.

Section 6.03 Final Determination Report. Upon termination of this Agreement by either party, L&W, within 30 days after the effective date of termination and after receipt of payment of

all fees and expenses of L&W, shall prepare and deliver a final report as of the date of termination of the financial status and transactions of the Plans To the Employer.

Upon termination and receipt of all fees and expenses, L&W shall cooperate fully with the successor in transferring files, records, reports, and the like.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Records and Files. L&W shall maintain all books, financial records, claims files, medical records, and reports in conjunction with the administrative services to be performed hereunder. The confidentiality of such records shall be maintained by L&W and the information therein shall not be divulged or disclosed or made available to persons other than the Employer or the Administrator or the affected person without the prior written approval of the Employer or Administrator, or affected person, or a court of competent jurisdiction, except that in administration of the coordination of benefits, L&W may furnish such information from such records and files as may be allowed in the Plan documents.

In the event of the termination of this Agreement, L&W shall deliver to the Employer, upon written request, the information on all claims histories for the past two (2) years. All information produced as a part of the reports listed in Exhibit B will be furnished at no charge to the Employer. If the detailed claims histories are requested, in addition to those in Exhibit B, the Employer shall pay all reasonable costs incurred by L&W in providing the histories including the costs of programming, computer charges, mailing costs, etc. If additional information is requested by the Employer subsequent to the termination of this Agreement, the Employer shall pay all reasonable costs incurred by L&W in providing such information, including the costs of programming, computer charges, mailing costs, etc. L&W shall be entitled to retain copies of any such records at its own expense.

All original claim documents are the property of the Employer and no other provision of this Agreement shall be construed or interpreted otherwise. The delivery of these documents to the Employer shall be in accordance with the time frame set forth in the previous paragraph.

Section 7.02 Examination of Records. The Employer or its authorized representative shall have the right at any time during normal business hours to examine the records of L&W with respect to its administration of claims under this Agreement and to assure that its performance complies with the Agreement and the provisions of the Plans.

Section 7.03 Adjustments. The monthly administrative fee is a "base rate". If a state or any other taxing authority imposes upon L&W a tax or fee which is levied or measured by such base rate, by L&W's gross receipts, or by L&W's number of covered persons, then L&W may adjust this Agreement to increase the base rate by an amount sufficient to cover all such taxes and/or fees rounded to the nearest cent effective as of the date of imposition of such tax or fee. L&W shall mail

a postage paid notice of such an adjustment to the subscribing group at least thirty-one (31) days prior to its effective date.

Section 7.04 Mailing of Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and may be given either personally or by first class mail, postage prepaid, to the principal business address of the Party to whom notice is being given.

Section 7.05 Non Assignment. This Agreement may not be assigned without the written consent of the other Parties, except as otherwise provided herein.

Section 7.06 Applicable Law. This Agreement shall be construed under the laws of the state in which the Employer maintains its principal place of business, except as otherwise provided by ERISA.

Section 7.07 Medicare Access Clause. Until the expiration of four (4) years after the furnishing of the services provided under this contract, L&W will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If L&W carries out the duties of this contract through a subcontract worth ten thousand dollars or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representative to the related organization's books and records.

EXHIBIT "A"

(Services and Duties of L&W)

Pursuant to Section 4.01 of this Agreement, the following services shall be performed by L&W with respect to each of the Plans designated in Section 1.02 of Article I:

- (1) maintain and operate at L&W's expense an office for the provision of services hereunder;
- (2) employ a sufficient staff of employees to provide the administrative services to be performed by it hereunder;
- (3) provide standard administrative forms and supplies necessary with respect to the administration of the Plans, and coordinate with Employer the design and printing of such forms, including enrollment materials, identification cards, claims forms, questionnaires and other related documents;
- (4) answer all telephone, mail and other inquiries received from all participants relating to claims under the Plans;

- (5) receive claims and claim documents from the Employer or from participants under the Plans and verify the eligibility of the claimants for benefits based on eligibility information provided by the Employer;
- (6) review all claims thoroughly and coordinate them with physicians, hospitals, and other providers of services, to determine that the charges made are necessary, reasonable and customary, and to determine the amount, if any, which is due and payable with respect thereto;
- (7) correspond with participants if additional information is needed for payment of their claims;
- (8) coordinate benefits with other benefit plans, insurance plans and health maintenance organization;
- (9) take reasonable steps to process claims accurately and handle all claims and the payment thereof expeditiously;
- (10) process, issue, and distribute the claims checks or drafts to hospitals, doctors, or the Employer for the benefit of participants, or others as applicable and provide documents to support these disbursements;
- (11) provide appropriate data to the Plan Administrator for preparation of ERISA reports and filings;
- (12) attend meetings with the Employer and Administrator to assure proper administration of the Plans;
- (13) provide the Employer instructions for reporting its employees' eligibility to L&W;
- (14) assist the Administrator in the purchasing of excess risk insurance or other insurance;
- (15) prepare summary plan description material for issuance to eligible employees under the Plans;
- (16) prepare and file information reports in connection with claim payments to providers of health services as required by the tax laws;
- (17) fulfill the requirements of any excess risk insurance policy issued in connection with the Plans;
- (18) maintain errors and omissions insurance relating to its provision of services hereunder;
- (19) provide the various management reports set forth in Section 4.05 of this Agreement;

- (20) prepare all statements of premiums and issue checks in payment of premiums; and
- (21) assist the employer with all aspects of administration of the provisions of COBRA/HIPPA; and,
- (22) assist the employer with the receipt of funds from retirees covered under the Plan; and
- (23) assist the employer with periodic reviews and assessments of the Plan's performance. In conjunction with these reviews and assessments, L&W will make recommendations to the employer for changes to improve the Plan's performance. If the assessments required by the employer are beyond the scope of the L&W fee structure, the employer and L&W will negotiate the terms and fees for the additional assessments prior to commencements of such assessments; and
- (24) provide services other services as may be delegated in writing to it by the Administrator.

EXHIBIT "B"

Pursuant to Section 4.05 of the Claims Administrative Agreement, L&W shall provide the Employer with the following standard management reports:

- (1) Benefit Analysis Report (RBA);
- (2) Coverage Analysis Report (RCA);
- (3) Fund Account Report (FR);
- (4) Paid Claims Analysis (RPC);
- (5) Billing/Claims Loss Ratio Report (BCLR);
- (6) Individual Specific Analysis (ISA);
- (7) Eligibility Report (EL);
- (8) Life Volume Listing;
- (9) Claim Lag Study (RLS);

EXHIBIT "C"

(Monthly Fees)

Pursuant to Section 5.01 of the Claims Administrative Agreement, the Employer shall tender to L&W on a monthly basis the following:

- (1) Administration Fees (Rate in effect until 10-01-2012)
L&W - \$13.50 per covered employee (Including COBRA/HIPPA)
- (2) Precertification Review Fees (Rates in effect until 10-01-2010)
L&W - \$0.35 per covered employee
Rehab Review - \$1.40 per covered employee
- (3) Reinsurance Premiums (United States Fire Insurance Company)*
(Rates in effect until 10-01-2010)
Specific Coverage Per Category

Employee Only	\$ 82.25
Employee & Spouse	\$ 187.56
Employee & Children	\$ 149.19
Employee & Family	\$ 260.02

Aggregate Coverage
Per Covered Employee \$ 5.51
- (4) Life Insurance Premiums (Mutual of Omaha)* (Rates in effect until 10-01-2010)
\$15,000 Per Employee \$0.20 per \$1,000 of coverage
Accidental Death & Dismemberment \$0.03 per \$1,000 of coverage
Dependant Life \$1.04 per dependant unit
- (5) iHealth Program (Rates in effect until 10-01-2010)
L&W - \$1.00 per covered employee
AWAC - \$3.00 per covered employee
- (6) Ms Comprehensive Risk Pool
MCRP - \$1.50 per covered employee**
- (7) Vision (Rate in effect until 10-01-2012)
L&W - \$2.00 per covered employee

*The premiums shown in these categories are commissionable products. Lockard & Williams receives commissions on a monthly basis from the carriers supplying the products. These commissions are fully disclosed in the contracts executed by the Plan Sponsor.

** This is the current rate. Should the rate increase or decrease the City will be billed at the rate in effect for the period billed. The fees are assessed quarterly.

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

The City Manager requested approval of a manual check for payment of \$1,636.00 for the annual renewal of the Employee Crime Policy with Stewart-Sneed-Hewes Insurance as recommended by Brenda Reed, City Clerk.

Councilman Stallworth made a motion to approve the annual renewal of the Employee Crime Policy with Stewart-Sneed-Hewes Insurance and a manual check for \$1,636.00 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 10-20-09)

Jaci Turner, Program Manager, briefly discussed a Budget Modification Worksheet on various projects with MDA grant funding.

After discussion, Councilman Wolverton made a motion to approve the Budget Modification Worksheet on the various projects with MDA grant funding 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 documents are spread on the minutes as follows:

BUDGET MODIFICATION WORKSHEET

Recipient: City of Pascagoula **Contract Number:** R-109-290-04-KCR

Activity	Current Budget	Proposed Budget	Change (+ -)
General Administration	\$184,600	\$184,600	\$0.00
Application Preparation	\$10,000	\$10,000	\$0.00
Architectural/Engineering	\$730,750	\$730,750	\$0.00
Contingency	\$152,216	\$152,216	\$0.00

Drainage and Flood Protection	\$226,500	\$226,500	\$0.00
Fire Protection	\$20,000	\$20,000	\$0.00
Legal	\$5,000	\$5,000	\$0.00
Sewage Pumping Station	\$155,000	\$0.00	-\$155,000
Sewer Lines	\$242,000	\$242,000	\$0.00
Street and Road Improvements	\$1,100,000	\$1,100,000	\$0.00
Water Lines	\$136,500	\$136,500	\$0.00
Pier	\$1,800,000	\$0.00	-\$1,800,000
Parking Deck	\$1,500,000	\$3,838,392	+\$2,338,392
Riverwalk	\$1,020,000	\$636,608	-\$383,392
	Section 1.01 TTOTAL	TOTAL	TOTAL
	\$7,282,566	\$7,282,566	\$0.00

Comments:

This budget modification transfers funds from the Sewage Pumping Station, Pier and Riverwalk to the Parking Deck

Katrina Supplemental CDBG Program

Budget Summary

Applicant: City of Pascagoula

Funding Year: 2006

Grant Year: ____

Contract: # ____

Description	MDA	IDIS	Other Funding Sources			
			Katrina			
Administration			CDBG			Total
General Administration			\$184,600			\$184,600
Application Prep.			10,000			\$10,000
Audit						
Subtotal (A)			\$194,600	\$0.00	\$0.00	\$0.00
						\$194,600
Description	MDA	IDIS	Other Funding Sources			
			Katrina			
Public Facilities			CDBG			Total
Acquisition						
Architectural/Engineering			730,750			730,750
Bridges						
Construction of Public Building						
Contingency			152,216			152,216
Demolition and site clearance						
Drainage & Flood Protection			226,500			226,500
Fire protection			20,000			20,000
Legal			5,000			5,000
Public Service						
Rail						
Renovation of Public Building						
Sewage Pumping Station						
Sewage Treatment						
Sewer Line(s)			242,000			242,000
Street & Road Improvements			1,100,000			1,100,000
Water Booster Station						
Water Line(s)			136,500			136,500
Water Tank						
Water Treatment						
Water Well						
Other- Pier						

Other – Parking Deck

Other – Riverwalk

Subtotal (B)

Grand Total (A + B)

3,838,392				3,838,392
636,608				636,608
7,087,966				7,087,966
7,282,566				7,282,566

**MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET**

**DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849**

1. Recipient's Name, Address, and Telephone No. City of Pascagoula P. O. Box 908 Pascagoula, Mississippi 39568-908 228-762-1020		2. Effective Date:	
		3. Contract Number: R-109-290-04-KCR	Grant Number: R-109-290-04-KCR
		4. Modification Number: #3	
		5. Grant Identifier: (Funding Source & Year) R-109-06	
		6. Beginning and Ending Date 04/15/2008 to 04/15/2011	
		7. Page 1 of <u>3</u>	
		8. As a result of this modification, funds obligated are changed as follows:	
<u>CDBG</u> (No Change)	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	
FROM: TO: INCREASE: DECREASE:	FROM: TO: INCREASE: DECREASE:	FROM: TO: INCREASE: DECREASE:	
9. The above recipient is hereby modified as follows: The purpose of the modification is to transfer \$155,000 in the Sewage Pumping Station budget line item, \$1,800,000 in the Other – Pier budget line item and \$383,392 in the Riverwalk budget line item to the Other – Parking Deck budget line item. The Modification is necessary because the city is unable to construct the pier because of objection from NOAA. NOAA cannot properly dock their ships with the pier protruding out into the river. Also, the projected cost of the parking deck exceeded the amount approved in the present budget.			
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.			
12. Approved for Agency:		13. Approved for Recipient:	
_____ Signature	_____ Date	_____ Signature	_____ Date

Name: Jon Mabry	Name: Kay Kell
Title: Director, Disaster Recovery Division	Title: City Manager

The City Manager briefly commented on Council handouts regarding the new business list, insurance reimbursements, and a draft list of various projects.

Councilman Corder noted in the current issue of the Mississippi Municipal League magazine that Lauren Reed was recognized for receiving the 2009 MML Limited Scholarship Award for her essay on reasons to work in municipal government.

A brief discussion was held regarding the possibility of having alcohol at the Senior Center for the employee Christmas party. The City Attorney advised a draft ordinance was given to the Council for review several weeks ago. He stated no action can be taken on this matter tonight since the City Council must change the current ordinance prohibiting alcohol on city-owned property.

There being no further business to come before the Council at this time, Councilman Wolverton made a motion to adjourn. The motion was seconded by Councilman Stallworth 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 7:35 p.m.

APPROVED:

Robert H. "Robbie" Maxwell, Mayor

ATTEST:

Brenda J. Reed, City Clerk