

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 16, 2010, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, November 16, 2010, at 6:00 p.m. Mayor Maxwell called the meeting to order with the following officials present:

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

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

City Manager Kay J. Kell was absent.

Mayor Maxwell welcomed everyone to the meeting. The invocation was given by Councilman Stallworth, which was followed by the Pledge of Allegiance.

Mayor Maxwell recognized Councilman George Wolverton, Sr. for receiving the Advanced Certified Municipal Official award recently.

Mayor Maxwell then advised the City of Pascagoula had received the Clarion Ledger 2005 Municipal Excellence Award which was just delivered to us.

Rebecca Whitehead, sister of Deborah Johnson, addressed the Council regarding the property cleanup matter at 2914 Frederic Street. A Resolution to clean the property was adopted by the Council on August 3, 2010. Ms. Whitehead requested permission for the Code Enforcement Department to issue the necessary permits to renovate the property at 2914 Frederic Street.

After discussion, Councilman Stallworth made a motion to allow the necessary permits needed from Code Enforcement for repairs to 2914 Frederic Street as requested and continue this matter until the first Council meeting of March, 2011. After discussion, Councilman Stallworth amended his motion to allow the necessary permits needed from Code Enforcement for repairs to 2914 Frederic Street as requested and continue this matter until the Council meeting of March 1, 2011. 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 11-16-10)

The next item was a property cleanup hearing for 1302 Lureco which was continued from the Council meeting of November 2, 2010. Steve Mitchell gave a brief update on the property. Erin Carrier advised she is interested in purchasing the property and requested additional time.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated June 1, 2010, this Council authorized giving notice to the owner of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., July 6, 2010, to determine whether the parcel listed is in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

WHEREAS, this matter was continued at the July 6, 2010, meeting until August 3, 2010; and

WHEREAS, this matter was continued at the August 3, 2010, meeting until October 5, 2010; and

WHEREAS, this matter was continued at the October 5, 2010, meeting until November 2, 2010; and

WHEREAS, this matter was continued at the November 2, 2010, meeting until November 16, 2010; and

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

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

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

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

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

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>
41795005.000 1302 Lureco Dr.	Ina Jean Edwards 1388 Cedar Crossing Road Uvalda, GA 30473-4131	Deed Book 197, Page 147

The following action was taken by the City Council:

Councilman Abston made a motion to “TABLE” the property cleanup matter for 1302 Lureco Drive until the Council meeting of January 18, 2011. 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”. (Tabled 11-16-10)

Minutes of the Planning Board meeting of November 10, 2010, are spread on the minutes as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, NOVEMBER 10, 2010 AT 6:00 PM
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Wednesday, November 10, 2010, at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Wesley Smith (Chairman)
Joseph Odom
Etienne Melcher
Stephen Parker (Vice-Chairman)
Mike Gilly

The following official(s) not present:

Charles Busby
Susan Bonura

Other officials present:

William Dunnam, Building Official Eddie Williams, City Attorney, Acting City Manager
Angelia Kimbrough, Administrative Assistant, Brian Nelson, City Planner

A. PUBLIC HEARINGS:

1. Skyway Towers (1)

604 Ingalls Ave. The property is zoned C-3. The request is for a Special Use Permit to permit the construction of a 100ft monopole telecommunication tower in a C-3 zone.

John O’Leary was present to explain the application. The Staff recommended to “**APPROVE**” with the condition that the tower is free standing and any support structures be brought back to the Planning Board for approval. A letter of protest from Ms. Jocelyn Holtzman, property owner of Lot 4 Block L, was submitted to the Planning Board. The objection is due to the fact that the subject site is zoned C-3 and cellular towers should not be allowed, no information has been provided as to the appearance of the tower, and the hearing notice received seemed to reference all of lots 22-26 not just the 70’ parcel and easement onto which the tower will be constructed. Ms. Holtzman expressed concern as to future projects that may also impact this area. After no further protest, a motion was made by Joseph Odom to “**APPROVE**” the application. The motion was seconded by Mike Gilly and the vote thereupon was as follows: Linda Tillman “**AYE**”, Mike Gilly “**AYE**”, Wesley Smith “**AYE**”, Joseph Odom “**AYE**”, Etienne Melcher “**AYE**”, Stephen Parker “**AYE**”.

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

COUNCIL ACTION:

Eddie Williams, City Attorney, noted a court reporter is required for a telecommunication tower request and Crystal Morris was in attendance at tonight’s meeting for this purpose on both applications for Skyway Towers. A copy of the transcript from the Planning Board meeting of November 10, 2010, and tonight’s Council meeting will be filed in the minute file of this meeting and incorporated herein by reference.

Councilman Wolverton made a motion to “**APPROVE**” the special use permit application of Skyway Towers as recommended by the Planning Board. 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 11-16-10)

2. Skyway Towers (2)

4415 Chicot St. The property is zoned C-2. The request is for a Special Use Permit to permit the construction of a 120 ft. monopole telecommunication tower in a C-2 zone.

John O’Leary was present to explain the application. The Staff recommendation was to “**APPROVE**” with the condition that the tower is free standing and any support structure would be brought back to Planning Board for approval.

After hearing Mr. O’Leary’s request, Ms. Melcher had concerns regarding the railroad track adjacent to the proposed site. Mrs. Melcher asked if they received a notice and what would happen if the tower was to fall. Ms Melcher suggested the railroad receive a (2nd) notice as to the construction of the tower before giving her approval. A motion was made by Joseph Odom to “**APPROVE**” the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman “AYE”, Mike Gilly “AYE”, Wesley Smith “AYE”, Charles Busby “AYE”, Joseph Odom “AYE”, Etienne Melcher “NAY”, Stephen Parker “AYE”.

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

COUNCIL ACTION:

Councilman Stallworth made a motion to “**APPROVE**” the special use permit application of Skyway Towers, 4415 Chicot Street, as recommended by the Planning Board. 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 11-16-10)

3. Jack & Jane Pickett

1002 Shepherd Ave. The property is zoned R-1A. The request is for a variance to construct a 2nd dwelling 25’ x 45’ on one lot for the mother-in-law. Structure will have a 15’ south rear yard setback & a 10’ west side yard setback. The structure will be located behind the main residence with a covered walkway between the two structures.

Mr. Pickett was present to explain the application. The Staff’s recommendation was to “**APPROVE**” with the conditions that the building be built to and maintained to existing code standards. The dwelling shall not be used, at any time, as a rental unit. Staff recommends approval of the set back variance provided that the structure shall not increase drainage runoff to adjacent properties. After hearing Mr. Pickett’s request, and there being no protest, a motion was made by Stephen Parker to “**APPROVE**” the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman “AYE”, Mike Gilly “AYE”, Wesley Smith “AYE”, Joseph Odom “AYE”, Etienne Melcher “AYE”, Stephen Parker “AYE”.

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

COUNCIL ACTION:

Councilman Milstead made a motion to “**APPROVE**” the variance application of Jack and Jane Pickett 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 11-16-10)

4. Jackson County

1500 Criswell Ave. The property is zoned Ind. The request is for a Special Use Permit to permit the construction of a 60’ x 80’ metal storage facility with an office, work area and bathroom for the Jackson County Sheriff’s Department Flotilla.

Kendall Smith was present to explain the application. The Staff’s recommendation was to “**APPROVE**” with the condition that all provisions of Article VII, Section 711 are met and maintained. There being protest from Mr. Buford Tolbert whose property adjoins the County’s property at 4625 Telephone Rd. Mr. Tolbert had concerns regarding the storm drainage south of property and about parking for the proposed facility. Mr. Tolbert was assured that when the plans are submitted for permitting, that drainage issues would be addressed. Also being in objection Mr. Augusta Rodgers who wanted to know, why the county needed another flotilla. What was wrong with the one they already have. Mr. Rodgers also objected to allowing the County to build when he wasn’t allowed to build a shed. Mr. Rodgers was informed that he would have to meet with the City Planner to discuss plans for building a shed on his property. After hearing Mrs. Smith’s request, a motion was made by Mike Gilly to “**APPROVE**” the application. The motion was seconded by Etienne Melcher and the vote thereupon was as follows: Linda Tillman “**AYE**”, Mike Gilly “**AYE**”, Wesley Smith “**AYE**”, Joseph Odom “**AYE**”, Etienne Melcher “**AYE**”, Stephen Parker “**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 application of Jackson County 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 11-16-10)

5. New Beginnings DVP

520 Live Oak Ave. The property is zoned C-1A. The request is for a Special Use Permit to permit the operation of a domestic violence emergency shelter for women and their children in a C-1A zone.

Rachel Nelson was present to explain the application. The Staff’s recommendation was to “**Deny**” the request based on the interpretation that the facility is equal to multifamily

dwelling, assisted living facility, or “boarding house” which is only permitted in an R-3 zone. Ms. Nelson stated she had the understanding the facility could be placed in a Commercial zone. City Attorney Eddie Williams stated that property zoned commercial does allow for residential living according to the City’s ordinance. There was concern whether the women would be charged a fee for staying at the facility and what would be the length of stay. The Board was assured that the length of stay would be at least 30 to 90 days based on the women’s circumstances, and the facility would not be for long term occupation of its residents. Mr. Bob Green, whose property adjoins the facility, was in support of the program. He did voice concerns for the children in regards to what type of activities would there be outside of the facility. Mike Fondren was also in support of the program, since there is no longer a place for domestic violence victims. After hearing Ms. Nelson’s request, and there being no protest, a motion was made by Stephen Parker to “**APPROVE**” the application. The motion was seconded by Joseph Odom and the vote thereupon was as follows: Linda Tillman “**AYE**”, Mike Gilly “**AYE**”, Wesley Smith “**AYE**”, Joseph Odom “**AYE**”, Etienne Melcher “**AYE**”, Stephen Parker “**AYE**”.

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

COUNCIL ACTION:

Councilman Abston made a motion to “**APPROVE**” the variance application of New Beginnings DVP as recommended by the Planning Board and with the stipulation that any renovations or upgrades to the building will require review first from the Code Enforcement Department. 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 11-16-10)

6. Vernon David

3000 Detroit Ave. The property is zoned R-2. The request is for a Zoning Change from Residential (R-2) to Commercial (C-2) to construct a 50’ x 35’ commercial metal building.

Mr. David was present to explain the application. The Staff recommended that the request be “**DENIED**”. The Staff does not feel sufficient evidence has been provided to satisfy the above requirements. After discussion, Mr. David asked to “**WITHDRAW**” his application.

The application was “**WITHDRAWN**”.

COUNCIL ACTION:

Application was withdrawn; therefore, no action was required by the Council at tonight’s meeting.

The consent agenda was considered at this time.

The first item for consideration was the minutes of the regular Council meeting of November 2, 2010, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to adopt and approve the minutes of the regular Council meeting of November 2, 2010, 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 Wolverson "AYE". (Approved 11-16-10)

Minutes of the Historic Preservation Committee meeting of October 27, 2010, were acknowledged by the Council.

Minutes of the Recreation Commission meeting of November 3, 2010, were acknowledged by the Council.

Minutes of the Strategic Plan Committee meeting of October 21, 2010, were acknowledged by the Council.

The next item for consideration was a Motorcycle Lease Agreement with Bruce Rossmeyer's Daytona Harley-Davidson, Ormond Beach, FL, for the five new Police Department motorcycles and a request to ratify the Mayor's signature as recommended by Eddie Williams, City Attorney, and Kenny Johnson, Police Chief.

Councilman Stallworth made a motion to approve the Motorcycle Lease Agreement with Bruce Rossmeyer's Daytona Harley-Davidson, Ormond Beach, FL, for the five new Police Department motorcycles and ratify the Mayor's signature on the document 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 Wolverson "AYE". (Approved 11-16-10)

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

The next item to be considered was a request to extend the state of emergency that was declared on April 30, 2010, until December 7, 2010, as recommended by Bruce Knott, Human Resources Director.

Councilman Stallworth made a motion to extend the state of emergency that was declared on April 30, 2010, until December 7, 2010, 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 Wolverson "AYE". (Approved 11-16-10)

The next item for consideration was the FY'11 DUI Grant signature authority to the Mississippi Department of Public Safety as recommended by Aleta Raley, Grants Accounting Specialist. Brent Gager, Special Projects Director for the Pascagoula Police Department, will be signing the monthly reporting worksheets submitted for reimbursement for the DUI Grant.

Councilman Stallworth made a motion to authorize the Mayor to submit a letter to the Mississippi Department of Public Safety granting Brent Gager the signature authority on monthly reporting worksheets submitted for reimbursement on the DUI Grant. 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 11-16-10)

The next item for consideration was an extension of zinc orthophosphate (Annual Bid # 286) with Thornton, Musso & Bellemin, Inc., Zachary, LA, at the same contract price of \$0.819 per pound as recommended by Steve Mitchell, Operations Manager. The new contract dates will be December 18, 2010, through December 17, 2011.

Councilman Stallworth made a motion to approve an extension of zinc orthophosphate (Annual Bid # 286) with Thornton, Musso & Bellemin, Inc. at the same contract price of \$0.819 per pound 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 11-16-10)

The next item to be considered was a 12-month extension of concrete (Annual Bid # 295) with Bayou Concrete, Pascagoula, MS, as the primary vendor, and Metro Concrete, Ocean Springs, MS, as the alternate vendor, at the current contract prices as recommended by Steve Mitchell, Operations Manager. The new contract dates will be November 22, 2010, through November 21, 2011.

Councilman Stallworth made a motion to approve a 12-month extension of concrete (Annual Bid # 295) with Bayou Concrete, Pascagoula, MS, as the primary vendor, and Metro Concrete as the alternate vendor, at the current contract prices 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 11-16-10)

The next item for consideration was a request to authorize the City Clerk to advertise for bids for street milling (Annual Bid # 304) as recommended by Steve Mitchell, Operations Manager.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for bids for street milling (Annual Bid # 304) 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 11-16-10)

The next item for consideration was a Mississippi Certified Local Government Coordinator Agreement with the Department of Archives and History as recommended by Harry Schmidt, Community Development Director.

Councilman Stallworth made a motion to approve the Mississippi Certified Local Government Coordinator Agreement with the Department of Archives and History as recommended and authorize the Mayor 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 11-16-10)

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

Next for consideration was Budget Amendment # 11.13 in the Bond Capital Improvement Fund for drainage improvements as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 11.13
November 16, 2010**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Bond Capital Improvement Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
- Capital Projects:			
- Other Services & Charges:			
- Drainage Improvements	66,630	250,000	316,630
-			
Total Expenditures	66,630	250,000	316,630

Net Change in Fund Balance		(250,000)
To amend budget to provide additional expenditure authority from bond proceeds on hand for drainage work in the Chipley area, as well as other areas of the City, as required.		

Councilman Stallworth made a motion to approve the budget amendment as presented above and 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 11-16-10)

The next item for consideration was Budget Amendment # 11.14 in the Utility Fund for vehicle maintenance in metering services as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 11.14
November 16, 2010**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
Utility Fund	-	-	-
- Expenditures:	-		-
- <u>Metering Services:</u>			
- <u>Other Services & Charges:</u>			
- Vehicle Maintenance	400	1,600	2,000
- Total Expenditures	400	1,600	2,000

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

SECTION 1. It is hereby found and determined that the public convenience and necessity requires that the corporate boundaries of the City of Pascagoula, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Jackson County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Pascagoula, Mississippi, is situated in Jackson County, Mississippi, and is more particularly described as follows:

**CITY OF PASCAGOULA, MISSISSIPPI
PROPOSED ANNEXATION AREA**

All land situated in Jackson County, Mississippi and described to wit:

Beginning at a point where a Northern projection of the Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) intersects the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad) said point lying on the existing corporate limits of the City of Pascagoula in the Northeast quarter of Section 32, Township 7 South, Range 5 West and being the POINT OF BEGINNING;

Thence following the existing corporate limits of the City of Pascagoula, run Southerly along said Northern projection and Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) and continue on a Southern projection of said Eastern right-of-way line to the Southern boundary of Section 5, Township 8 South, Range 5 West;

Thence leaving the existing corporate limits of the City of Pascagoula, run Easterly along the Southern boundary of said Section 5, and continue easterly along the Southern boundary of Section 4, Township 8 South, Range 5 West to the Southeast corner of said Section 4;

Thence run Northerly along the Eastern boundary of said Section 4 to the Southwest corner of Section 34, Township 7 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 34 to the Southeast corner of the West half of said Section 34;

Thence run Northerly along the Eastern boundary of the West half of said Section 34 to the Southwest corner of the Northeast quarter of said Section 34;

Thence run Easterly along the Southern boundary of the Northeast quarter of said Section 34 to the Western boundary of Section 35, Township 7 South, Range 5 West;

Thence run Northerly along the Western boundary of said Section 35 a distance of 225 feet, more or less, to the Southwest corner of the property described in Deed Book 968, Page 863 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 3,980 feet, more or less, to the Southwest corner of the property described in Deed Book 1304, Page 858, Dated May 22, 2003 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 345 feet, more or less, to the Southwest corner of the property described in Deed Book 963, Page 151 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 847 feet, more or less, to the Western boundary of Section 36, Township 7 South, Range 5 West;

Thence run Southerly along the Western boundary of said Section 36 to the Southwest corner of the North half of the Southwest quarter of said Section 36;

Thence run Easterly along the Southern boundary of the North half of the Southwest quarter of said Section 36 to the Eastern boundary of the West half of said Section 36;

Thence run Northerly along the Eastern boundary of the West half of said Section 36 to the Northeast corner of the West half of said Section 36;

Thence run Westerly along the Southern boundary of Section 25, Township 7 South, Range 5 West a distance of 770 feet, more or less, to the center thread of a branch of Bayou Cumbest;

Thence following the meanderings of Bayou Cumbest, run Northerly through said Section 25 and Section 24, Township 7 South, Range 5 West to the Southern boundary of the North half of the Northeast quarter of said Section 24;

Thence run Easterly along the Southern boundary of the North half of the Northeast quarter of said Section 24, and continue along the Southern boundary of the North half of the North half of Section 19, Township 7 South, Range 4 West to the Eastern boundary of said Section 19;

Thence run Northerly along the Eastern boundary of said Section 19 to the Southwest corner of Section 17, Township 7 South, Range 4 West.

Thence run Easterly along the Southern boundary of said Section 17 to its intersection with the line dividing Jackson County, Mississippi and Mobile County, Alabama (The Mississippi/Alabama State Line);

Thence following The Mississippi/Alabama State Line, run Northerly along the Eastern boundary of said Section 17, and the Eastern boundary of Sections 8 and 5, Township 7 South, Range 4 West, and the Eastern boundary of Section 32, Township 6 South, Range 4 West to its intersection with the center thread of Franklin Creek;

Thence following the meanderings of the center thread of Franklin Creek, run generally Westerly through said Section 32, and Section 31, Township 6 South, Range 4 West, and Section 36, Township 6 South, Range 5 West to its intersection with the center thread of the Escatawpa River;

Thence following the meanderings of the center thread of the Escatawpa River, run generally Southerly and Westerly through said Section 36, and through Sections 1, 2, 11, 14, and 15, Township 7 South, Range 5 West to the Western boundary of said Section 15, said point lying along the existing corporate limits of the City of Moss Point;

Thence following the existing corporate limits of the City of Moss Point, run Southerly along the Western boundary of said Section 15, and continue along the Western boundary of Sections 22 and 27, Township 7 South, Range 5 West to the Northern right-of-way line of United States Highway 90;

Thence continuing along the existing corporate limits of the City of Moss Point, run Southwesterly along the Northern boundary of United States Highway 90 through Sections 28, 33, and 32, Township 7 South, Range 5 West to a point where the Southern boundary of the City of Moss Point intersects the Northern right-of-way line of US Highway 90 said point also lying along the existing corporate limits of the City of Pascagoula;

Thence leaving the existing corporate limits of the City of Moss Point run Easterly along the existing corporate limits of the City of Pascagoula to a point where an Eastern extension of the Southern boundary of the corporate limits of the City of Moss Point intersects the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad);

Thence run Northeasterly along the Southern right-of-way line of CSX Railroad (Louisville and Nashville Railroad) to a point where a Northern projection of the Eastern right-of-way line of Mississippi Highway 611 (Bayou Casotte Industrial Highway) intersects the Southern right-of-way line of said railroad said point being the POINT OF BEGINNING.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Pascagoula, Mississippi, shall be and are described as follows:

**CITY OF PASCAGOULA, MISSISSIPPI
RESULTANT ENLARGED CITY**

Commencing at the point of intersection of the line dividing Township 7 South and Township 8 South with the line dividing Range 5 West and Range 6 West, Jackson County, Mississippi, run Thence North 0° 06' West along said line dividing said Range 5 West and Range 6 West a distance of 1,320.00 feet, more or less, to the Point of Beginning:

Thence run North 0° 06' West along said line dividing said Range 5 West and said Range 6 West, a distance of 672.5 feet, more or less, to the South boundary of Jefferson Street as said street now runs;

Thence run South 89° 54' West along the South margin of said Jefferson Street a distance of 1,483.5 feet, more or less, to a point on Mississippi Highway #613;

Thence North 0° 06' West, on said Highway #613 a distance of 24.4 feet, more or less;

Thence South 88° 56' West, along the South margin of said Jefferson Street, 2,856 feet, more or less, to the intersection of the South margin of said Jefferson Street with the East margin of River (Griffin) Road as said River (Griffin) Road now runs;

Thence due West a distance of 18,700 feet, more or less, to a point on the East bank of Bayou Chemeau;

Thence continue due West approximately 1,250 feet, more or less, to the center thread of the West Pascagoula River;

Thence Southerly following the center thread of the West Pascagoula River 4,500 feet, more or less, to the point where said center thread intersects the South margin of the CSX Railroad right-of-way;

Thence due South 21,500 feet, more or less;

Thence due East approximately 18,500 feet, more or less, to a point lying on a line which is a Southern extension of the centerline of Market Street;

Thence Northerly along said Southern extension of the centerline of Market Street approximately 8,000 feet, more or less, to the corporate limits of the City;

Thence Easterly on a line parallel with and South 1,250 feet, more or less, distant from the shore line (or Concrete seawall marking Beach Boulevard) along Mississippi Sound, a distance of approximately 7,000 feet, more or less, to a point which is 1,569 feet, more or less, East of the Range Line separating Ranges 5 and 6 West, which point is in line with a projection of the remains of a metal fence that formerly marked the Eastern boundary of the Longfellow House and Gardens property in the City of Pascagoula;

Thence South-Eastward on a line parallel to the Shore Line and 1,250 feet, more or less, south distant therefrom, a distance of 4,850 feet, more or less, to a point 1,250 feet, more or less, South of the shore line and in line with a southern projection of the Harbor Line as established by the Jackson County Port Authority on the West Bank of Bayou Casotte,

Thence North 13° 12' 50" East along the Harbor Line on the West Bank of Bayou Casotte and its southern projection, as established by the Jackson County Port Authority, a distance of 5,650 feet, more or less;

Thence North 58° 12' 50" East along the Harbor Line, as previously established by the Jackson County Port Authority, a distance of 353.55 feet, more or less, (corrected distance);

Thence North 13° 12' 50" East along the Harbor Line (or its projection) on the West Bank of the dredged channel, as established by the Jackson County Port Authority, a distance of 4,310 feet, more or less, (corrected distance) to a point, which is 1,320 feet, more or less, North of the Section Line between Sections 8 and 17 of Township 8 South, Range 5 West;

Thence East from said point and parallel to said Section Line separating Sections 8 and 17, a distance of 1,700 feet, more or less, to a point in line with a projection of the East right-of-way line of the Bayou Casotte Industrial Highway (Miss. State Route #611);

Thence North along the Southern projection of the East right-of-way line of the Bayou Casotte Industrial Highway (Mississippi State Route #611) to the Southern boundary of Section 5, Township 8 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 5, and continue Easterly along the Southern boundary of Section 4, Township 8 South, Range 5 West to the Southeast corner of said Section 4;

Thence run Northerly along the Eastern boundary of Section 4 to the Southwest corner of Section 34, Township 7 South, Range 5 West;

Thence run Easterly along the Southern boundary of said Section 34 to the Southeast corner of the West half of said Section 34;

Thence run Northerly along the Eastern boundary of the West half of said Section 34 to the Southwest corner of the Northeast quarter of said Section 34;

Thence run Easterly along the Southern boundary of the Northeast quarter of said Section 34 to the Western boundary of Section 35, Township 7 South, Range 5 West;

Thence run Northerly along the Western boundary of said Section 35 a distance of 225 feet, more or less, to the Southwest corner of the property described in Deed Book 968, Page 863 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 3,980 feet, more or less, to the Southwest corner of the property described in Deed Book 1304, Page 858, Dated May 22, 2003 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 345 feet, more or less, to the Southwest corner of the property described in Deed Book 963, Page 151 in the Land Records of Jackson County, Mississippi in Pascagoula;

Thence run Easterly along the Southern boundary of said property a distance of 847 feet, more or less, to the Western boundary of Section 36, Township 7 South, Range 5 West;

Thence run Southerly along the Western boundary of said Section 36 to the Southwest corner of the North half of the Southwest quarter of said Section 36;

Thence run Easterly along the Southern boundary of the North half of the Southwest quarter of said Section 36 to the Eastern boundary of the West half of said Section 36;

Thence run Northerly along the Eastern boundary of the West half of said Section 36 to the Northeast corner of the West half of said Section 36;

Thence run Westerly along the Southern boundary of Section 25, Township 7 South, Range 5 West a distance of 770 feet, more or less, to the center thread of a branch of Bayou Cumbest;

Thence following the meanderings of Bayou Cumbest, run Northerly through said Section 25 and Section 24, Township 7 South, Range 5 West to the Southern boundary of the North half of the Northeast quarter of said Section 24;

Thence run Easterly along the Southern boundary of the North half of the Northeast quarter of said Section 24, and continue along the Southern boundary of the North half of the North half of Section 19, Township 7 South, Range 4 West to the Eastern boundary of said Section 19;

Thence run Northerly along the Eastern boundary of said Section 19 to the Southwest corner of Section 17, Township 7 South, Range 4 West.

Thence run Easterly along the Southern boundary of said Section 17 to its intersection with the line dividing Jackson County, Mississippi and Mobile County, Alabama (The Mississippi/Alabama State Line);

Thence following The Mississippi/Alabama State Line, run Northerly along the Eastern boundary said Section 17, and the Eastern boundary of Sections 8 and 5, Township 7 South, Range 4 West, and the Eastern boundary of Section 32, Township 6 South, Range 4 West to its intersection with the center thread of Franklin Creek;

Thence following the meanderings of the center thread of Franklin Creek, run generally Westerly through said Section 32, and Section 31, Township 6 South, Range 4 West, and Section 36, Township 6 South, Range 5 West to its intersection with the center thread of the Escatawpa River;

Thence following the meanderings of the center thread of the Escatawpa River, run generally Southerly and Westerly through said Section 36, and through Sections 1, 2, 11, 14, and 15, Township 7 South, Range 5 West to the Western boundary of said Section 15, said point lying along the existing corporate limits of the City of Moss Point;

Thence following the existing corporate limits of the City of Moss Point, run Southerly along the Western boundary of said Section 15, and continue along the Western boundary of Sections 22 and 27, Township 7 South, Range 5 West to the Northern right-of-way line of United States Highway 90;

Thence continuing along the existing corporate limits of the City of Moss Point, run Southwesterly along the Northern boundary of United States Highway 90 through Sections 28, 33, and 32, Township 7 South, Range 5 West to a point where the Southern boundary of the City of Moss Point intersects the Northern right-of-way line of US Highway 90;

Thence run Westerly and along the South boundary of the City of Moss Point a distance of 3,117 feet, more or less, to the point where the South margin of said Jefferson Street intersects the West margin of Second Street;

Thence South 89° 54' West, along the South margin of said Jefferson Street, 2,267 feet, more or less, to the East boundary of Belfair Subdivision as per plat thereof recorded in the office of the Clerk of the Chancery Court of Jackson County, Mississippi, in Plat Book 6, Page 23;

Thence South 0° 06' East along the said East boundary of said Belfair Subdivision a distance of 680.6 feet, more or less;

Thence Westerly along the South boundary of Belfair Subdivision 1,291 feet, more or less, to the point of beginning, all in Jackson County, Mississippi.

SECTION 4. The City of Pascagoula, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Maintain streets to be annexed as warranted by their age, condition and ability to accommodate traffic demands;
- (b) Develop such new major streets as required by increased traffic demands to City standards in conformance with the City's Comprehensive Plan;
- (c) Make intersection improvements, improve surface water drainage, install traffic control and safety devices, and install street signs, lighting and other related improvements to municipal standards where needed;
- (d) Construct and equip such additional public safety facilities as warranted by concentration of population and non-residential activities, proximity requirements and the operational realities of delivering public safety services;
- (e) Develop additional parks, recreation and public assembly facilities based on an assessment of needs for such improvements and in conformance with the Comprehensive Plan and established City-wide standards for such improvements; and

- (f) Acquire, upgrade and interconnect public water and sewer utility lines and extend new municipal utility services into developed areas annexed as necessary, where legally permissible and financially feasible. Provide adequate water pressure and volume for fire fighting purposes in areas developed at sufficient density to be required consistent with standards established by the Mississippi State Rating Bureau. Municipal investment in new water and sewer infrastructure is to be determined through the feasibility of such development on a case by case basis. The extent of municipal financial commitment to utility system development is to be limited to securing of available Federal and State grants and loans for new facilities, organizing special improvement districts to fund private components of such infrastructures, and use of capital improvement reserves and revenue bond issues for system-wide improvements which will enhance the utility system's financial viability.

SECTION 5. The City of Pascagoula, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;

- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Pascagoula, Mississippi.

SECTION 6. The City of Pascagoula, Mississippi shall undertake the following redistricting, planning and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Pascagoula will prepare and the City Council will adopt a Redistricting Plan for the City Council so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended, and shall be submitted for pre-clearance as required. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Pascagoula shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Pascagoula shall prepare and adopt an Official Zoning Map and such Zoning Ordinance text amendments, as are warranted to implement an adopted Comprehensive Plan. All territory annexed shall be included on the City's Official Zoning Map and shall be classified thereon in conformance with the City's adopted Comprehensive Plan. Adoption of Zoning Ordinance text amendments to the City's official Zoning Map by the City Council shall occur after proper notice and public hearing(s).

SECTION 7. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Jackson County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Pascagoula, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 8. The City of Pascagoula, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Jackson County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Pascagoula, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Pascagoula, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Pascagoula, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Jackson County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

The above Ordinance was introduced in writing by Councilman Corder, seconded for adoption by Councilman Tillman, and received the following vote:

Mayor Maxwell voted:	<u> "AYE" </u>
Councilman Tillman voted:	<u> "AYE" </u>
Councilman Stallworth voted:	<u> "AYE" </u>
Councilman Wolverton voted:	<u> "AYE" </u>
Councilman Abston voted:	<u> "AYE" </u>
Councilman Corder voted:	<u> "AYE" </u>
Councilman Milstead voted:	<u> "NAY" </u>

The Mayor then declared the Ordinance adopted on this the 16th day of November, 2010.

CITY OF PASCAGOULA, MISSISSIPPI

BY: /s/ Robert Maxwell
Robert Maxwell, Mayor

ATTEST:

WITNESS my signature and official seal of office on this, the 16th day of November, 2010.

/s/ Robert J. Parker
Pascagoula City Clerk/Comptroller

The next item to be considered was authorization for members of the City Council to attend the Mississippi Municipal League (MML) Mid-Winter Legislative Conference in Jackson, MS, on January 25-27, 2011, as presented by Eddie Williams, City Attorney.

After discussion, Councilman Corder made a motion to authorize registration fees and travel expenses for Councilmen Wolverton, Tillman, Abston, and Corder to attend the MML

Mid-Winter Legislative Conference in Jackson, MS, on January 25-27, 2011. 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 11-16-10)

Next for consideration was an updated job description for the Main Street Director as recommended by Bruce Knott, Human Resources Director. Mr. Knott advised there is no change in the grade. Councilmen Corder and Tillman commented they would like to wait on this matter until a new City Manager has been hired. A lengthy discussion was held after which the Council considered the following job description:

Main Street Director

DEPARTMENT: Main Street	LABOR GRADE: 115
EXEMPT(Y/N): Yes	POSITION CODE: 402023
REPORTS TO: Community Development Director	

MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SUMMARY:

This position is responsible for maintaining a favorable business climate within the City by developing, implementing, and documenting Main Street programs in accordance with all applicable laws and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Manages and directs the Main Street operation to achieve goals with available resources.
- Prepares and monitors departmental and project budgets; ensures that all purchases are within budgetary constraints;
- Plans, organizes, and prioritizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as necessary;
- Establishes technical resources and files;
- Prepares required reports for funding agencies, oversight organizations and committees.
- Assists with developing economic development strategies;
- Serves as liaison with business interest groups, committees, and the Main Street Advisory Board.
- Coordinates joint promotional events such as seasonal festivals and cooperative retail

promotional events.

- Represents the city at ribbon cuttings within Main Street Districts.
- Encourages cooperation among businesses in areas such as advertising, uniform store hours, business recruitment and parking management.
- Promotes coverage of events and activities through local media; develops and maintains records and photographic documentation to track the progress of the program.
- Gives presentations to groups regarding Main Street Program goals, activities, and progress.
- Coordinates activities of the Main Street program committee and assists committees with implementation of work plan items; promotes Main Street through various committee work, media, and marketing tools; oversees volunteers, recruitment and management for special events.
- Works with internal and external sources to develop data listings, reports, press releases, advertisements, and brochures for use in marketing, economic development, and tourism opportunities within the City and Main Street Districts.
- Serves as the City liaison to private groups for special events to coordinate City services that are specially related to Main Street Small Business promotion.
- Coordinate City sponsored events and Main Street promotions and events; coordinates awards nominations for the City of Pascagoula relating to the Main Street Program; responds to citizens' inquires, complaints and concerns regarding the Main Street Program.
- Encourages and sustains a vital, vigorous community and business environment.
- Prepares and submits monthly report to Mississippi Main Street.
- Coordinates with non-profit civic action groups, such as Pascagoula Pride, to promote and elevate the Main Street area.
- Motivates and coordinates the Main Street Boards and Committees;
- Attends professional development workshops and conferences to keep abreast of trends and developments in the field of Main Street
- Attends mandatory Main Street Training; obtains and maintains Main Street Certification.
- Any other duties assigned by the Community Development Director

The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.

QUALIFICATION REQUIREMENTS:

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

SUPERVISORY REQUIREMENT:

This position directly supervises the Landscape Design Manager and the Information Center Coordinator on a daily basis.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent and a bachelor's degree in a related field and 2-5 year's experience in historic preservation, public relations, planning, small business development, volunteer or nonprofit administration or related area; or any combination of education and experience that demonstrates the required knowledge, skills and abilities.

SPECIAL QUALIFICATIONS:

Computer proficiency in MS Word and MS Excel is required. Knowledge of basic business economic development principles, practices and procedures; historic preservation practices and procedures; basic record keeping practices and procedures are essential. Excellent organizational skills are essential to effectively develop, plan, and manage a wide variety of special events and activities. The ability to work independently, plan, organize and execute assignments with minimum supervision, but also with accountability to superiors. A valid driver's license is required.

LANGUAGE AND REASONING SKILLS:

Ability to understand written or oral instructions; read, analyze and interpret complex documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one, small and large group setting. Strong interpersonal skills are essential to develop and maintain effective working relationships with a wide variety of people. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve complex issues and problems, in a professional and courteous manner, while adhering to an appropriate policy and procedure.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This position requires periods of sustained sitting, standing, and walking and the ability to see, speak, and hear. Work requires physical activity, and occasional light lifting is required. Requires the use of hands and fingers to input data into computer and move materials for special events.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

This position typically performs work in a well-lit, climate controlled, and adequately ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Occasionally, outdoor work is required when attending special events and functions.

Councilman Stallworth made a motion to approve the updated job description for the Main Street Director as recommended. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “NAY”, Milstead “AYE”, Stallworth “AYE”, Tillman “NAY”, and Wolverton “AYE”. (Approved 11-16-10)

The next item brought before the Council was the renewal of general liability insurance for the City of Pascagoula with the Mississippi Municipal Liability Plan, Jackson, MS, for the period January 1, 2011, through December 31, 2011, as recommended by Bruce Knott, Human Resources Director. The City will receive a two percent discount if the premium is paid by December 9, 2010. The premium amount will be \$140,804.00.

Councilman Wolverton made a motion to approve the renewal of general liability insurance for the City of Pascagoula with the Mississippi Municipal Liability Plan for the premium of \$140,804.00 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 11-16-10)

After discussion, Councilman Corder then made a motion to authorize a manual check for \$140,804.00 for the discounted premium payable to the Mississippi Municipal Liability Plan for the renewal of general liability insurance for 2011. 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 11-16-10)

Next for consideration was the Pascagoula Cottage Village Retail Plan as recommended by Harry Schmidt, Community Development Director. The plan is spread on the minutes as follows:

The Pascagoula Cottagewalk

Description, Mission and Vision

The Pascagoula Cottagewalk is a collection of sixteen Mississippi Cottages arranged along a boardwalk along Delmas Street in downtown Pascagoula. The cottages were acquired from the Mississippi Department of Emergency Management and are available for retail use on April 1, 2011. Eight of the cottages are one bedroom units and eight are two bedroom units.

The mission of the Pascagoula Cottagewalk is threefold:

1. The Cottagewalk will provide retailers and retail oriented service providers a flexible and low-cost location for business start-ups in an attractive and unique environment.

2. The Cottagewalk will serve as a catalyst for a wide range of specialty retail uses in the downtown area. The ultimate result would be to create critical mass of specialty retail in downtown that would result in the filling of currently vacant retail locations throughout downtown.
3. The Cottagewalk will create a connection between the developing waterfront of downtown Pascagoula and the existing retail/service core along Delmas Street.

Examples of intended business that might locate in the Cottagewalk include but are not limited to: clothing boutique, artist gallery and studio, craft shop, music store, café, outdoors store, kayak or bike shop, Pascagoula River guide service, or bookstore. Certain service businesses with a retail component will also be considered. These include such uses as a day spa or art classroom space.

Definition of the Market

A recently completed market study of Pascagoula provides insight into the market opportunities for the Pascagoula Cottagewalk.

The Pascagoula primary trade area has a population of 23,483 people residing in the 39567 and 39581 zip codes. Nearly 50,000 residents live in three zip codes adjacent to Pascagoula including Gautier, Moss Point, and unincorporated Jackson County. Pascagoula is a very strong retail market with \$573.8 million in retail sales in 2009. The two Pascagoula zip codes show considerable retail pull power in several major retail categories including building material, general merchandise, health care/pharmacies, and quick service restaurants.

Despite the strengths in these categories, Pascagoula has a significant opportunity to pull additional retail trade in specialty retail categories as well. These include gift stores, antiques, books, hobby and toy stores, sewing and needlework, musical instruments, sporting goods, jewelry, clothing stores, and full service dining. Many of the needs of local market residents are not met in these categories. Furthermore, Pascagoula shows potential to attract additional visitors to the area. Fully 21% of the retail market for Pascagoula comes from outside of the immediate five zip code trade areas. Additional specialty retail in downtown Pascagoula would shore up the overall retail market for the community, provide a more well-rounded retail base for local residents, and serve as an attractor and destination for visitors to the area.

The target market for the Cottagewalk will include residents of the primary and secondary trade area mentioned above, visitors to the region, and the significant employment base already coming to Pascagoula on a daily basis.

Organization and Management

The Pascagoula Cottagewalk will be owned by the City of Pascagoula and will be professionally managed by a local property management firm. Tenants in the Cottagewalk will be required to submit an application and a business plan, which will be reviewed by a committee comprised of Pascagoula Community Development staff, the Jackson County Chamber, and the Jackson

County Economic Development Foundation. A Cottagewalk Merchants Association will coordinate with Pascagoula Main Street to develop a comprehensive marketing plan for the destination. The Cottagewalk Merchants Association will meet on a monthly basis to review the marketing strategy.

Marketing and Financial Strategy

The Pascagoula Cottagewalk will be marketed to potential tenants through a variety of efforts:

- The City of Pascagoula will conduct a retail workshop in December 2010 to introduce the Pascagoula Cottagewalk and share resources available to potential tenants.
- The City of Pascagoula will distribute applications and a brochure for the Cottagewalk to the following partner locations: The Jackson County Chamber of Commerce, the Jackson County Economic Development Foundation, the Gulf Coast Small Business Development Center at the Innovation Center in Biloxi, and the Jackson County Small Business Incubator.
- The City of Pascagoula will advertise the Pascagoula Cottagewalk in local media.

The cottages will be rented to tenants at \$5 per square foot on a one-year lease. The one-bedroom cottages would lease for \$233 per month and the two-bedroom cottages would lease for \$291 per month. The tenants would be responsible for water, electricity, and phone service. The City of Pascagoula will provide wireless internet access.

Tenants will be allowed to make non-structural changes to the interior of the cottages with written consent from the City. Certain cottages may also be combined at the tenants' expense to form larger cottages. These will be reviewed on a case by case basis.

Councilman Milstead made a motion to approve the Pascagoula Cottage Village Retail Plan 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 11-16-10)

Next for consideration was Change Order No. 2 to the contract with GT Development & Contracting, LLC, Pascagoula, MS, for a deduction of \$67,860.09 on the Live Oak Property Redevelopment Phase II, Site Development – CDBG/MDA Project as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. The change order is needed for final quantities used and an extension of time due to conflicts with AT & T for phone line relocation.

Councilman Wolverton made a motion to approve Change Order No. 2 to the contract with GT Development & Contracting, LLC, Pascagoula, MS, for a deduction of \$67,860.09 on the Live Oak Property Redevelopment Phase II, Site Development – CDBG/MDA Project as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 11-16-10)

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

Next for consideration were closeout documents with Magnolia Construction Company, LLC, Baton Rouge, LA, for the CDBG/DEQ Projects W-27 Water Transmission Improvements and S-33 Wastewater Transmission Improvements for the Beach Boulevard water and sewer extension project as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. Ms. Turner requested approval of Summary Change Order No. 3 in a deductive amount of \$29,915.16 and an addition of 60 days due to agency approval time, approval of Final Pay Application No. 7 for each project in the amounts of \$23,905.91 and \$71,784.19.

Councilman Stallworth made a motion to approve the closeout documents with Magnolia Construction Company, LLC, for the CDBG/DEQ Projects W-27 Water Transmission Improvements and S-33 Wastewater Transmission Improvements for the Beach Boulevard water and sewer extension project as recommended, authorize Mayor Maxwell to execute the related documents, and issue manual checks for each project in the amounts of \$23,905.91 and \$71,784.19. 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 11-16-10)

(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 Pre-Development Administrative Services Agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc., Vicksburg, MS, subject to approval by the Mississippi Development Authority, if necessary, as recommended by Jaci Turner, Program Manager. Administrative services are fully reimbursable through the grant. The agreement is spread on the minutes as follows:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2010, by and between the City of Pascagoula, Mississippi (hereinafter referred to as "Grantee"), and Jimmy G. Gouras, Urban Planning Consultants, Inc., (hereinafter referred to as "Contracted Party"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the Grantee is the recipient of Katrina Supplemental CDBG Program Community Revitalization Grant funds from the Mississippi Development Authority for Project #R-109-290-05-KCR, which includes the revitalization and redevelopment of Lowry Island; and

WHEREAS, the Grantee has requested proposals for professional CDBG administrative and management consultants to assist the Grantee in the administration and management of the CDBG Community Revitalization project; and

WHEREAS, the firm of Jimmy G. Gouras Urban Planning Consultants, Inc. was selected by the Grantee to provide CDBG administrative and management services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contracted Party. The Grantee hereby agrees to employ the Contracted Party, and the Contracted Party hereby agrees to perform services set forth hereinafter in connection with the Katrina Supplemental CDBG Community Revitalization Grant, which will be financed by grant funds under a Community Revitalization Grant from the Mississippi Development Authority (MDA).
2. Intent of Agreement. It is the intent of this agreement that the Grantee will employ the Contracted Party for “Pre-Development” services and that this contract shall be amended to provide for the provision of the full spectrum of administrative services in connection with the construction and completion of the project. Accordingly, it is the intent of both parties that upon receipt of the necessary environmental clearance from the Mississippi Development Authority, this contract shall be amended as described hereinabove.
3. Scope of Services. The Contracted Party agrees to satisfactorily render and provide services hereinafter set forth in Exhibit “A”, Scope of Services.
4. Disposition of Work. All contract documents and similar work materials prepared by the Contracted Party in completing the scope of services, set forth as Exhibit “A”, shall be the property of the Grantee.
5. Period of Performance. The services provided under this Agreement by the Contracted Party shall continue as long as is mutually agreeable to the parties hereto. The terms of the Agreement, specifically the “Scope of Services” and “Compensation” to the Contracted Party can, however, be reviewed annually and modified as is mutually agreeable to the two parties.
6. Termination for Convenience of Contracted Party. The Contracted Party may terminate this Agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof. Such written notice shall be

furnished the Grantee at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials shall become the property of the Grantee. In the event of termination for convenience by Contracted Party, all payments, after the date of termination, shall be forfeited to the Grantee, and any obligation by the Local Government to the Consultant shall be terminated.

7. Compensation Due to Contracted Party. The Grantee agrees to pay and the Contracted Party agrees to perform the services for a lump sum of \$31,500.00. The Contracted Party shall invoice the Grantee in accordance with the payment schedule set forth in Exhibit “B”.

8. Special Provisions and Regulations – U. S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all special provisions and regulations required by HUD as set out in “Exhibit C”. The term “Applicant” in this exhibit is synonymous with the term “Grantee”.

9. Certifications and Assurances – U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: If applicable, Contracted Party agrees to comply with all certifications and assurances required by HUD and the Mississippi Development Authority as set out in “Exhibit D”. The term “Applicant” in this exhibit is synonymous with the term “Grantee”.

10. Successors and Assigns: The Grantee and Contracted Party each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Grantee and the Contracted Party.

11. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable

provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties.

IN WITNESS WHEREOF, the City of Pascagoula, Mississippi and the Contracted Party have executed this Agreement this the ____ day of _____ 2010.

Jimmy G. Gouras Urban
Planning Consultants, Inc.

By: _____
Jimmy G. Gouras, President

ATTEST:

City of Pascagoula

By: _____
Robert Maxwell, Mayor

ATTEST:

EXHIBIT "A"

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 "Pre-Development" 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 "Pre-Development" Services**
 - 1. Completion of Environmental Review Procedure

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 law 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.

EXHIBIT “B”

**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 “Pre-Development” administration of the Katrina Supplemental 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

Total Compensation	\$ 31,500

EXHIBIT "C "

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the

Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively

further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract

appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved

December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

33. Third-Party Contracts

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

34. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

35. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

36. Environmental

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

37. Uniform Relocation

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a

(including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act.

38. Code of Standards of Conduct

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

39. Hatch Act

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

40. Lead Based Paint

It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

41. Use of Influence

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL,

"Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The sub-grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

42. Cost Overruns

The sub-grantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the sub-grantee.

EXHIBIT "D"

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless
 - a. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - b. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to

minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.

m. The applicant certifies that it will comply with applicable laws.

Councilman Stallworth made a motion to approve the Pre-Development Administrative Services Agreement with Jimmy G. Gouras, Urban Planning Consultants, Inc., as recommended, subject to approval by MDA if necessary, 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 11-16-10)

(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 an amended Resolution regarding the Communny Avenue Water Well No. 3 as recommended by Jaci Turner, Program Manager. The Resolution is spread on the minutes as follows:

**AMENDED RESOLUTION DECLARING EXISTENCE
OF AN EMERGENCY WITH RESPECT TO
COMMUNY AVENUE WATER WELL NO. 3**

WHEREAS, the City Council has been informed that the casing on Water Well No. 3 located on Communny Avenue has deteriorated to a point that it is no longer economically feasible to repair it; and

WHEREAS, the situation has advanced to a point where it is necessary to suspend operations of the aforesaid well thereby leaving the City with no redundancy for the supply of potable water to the citizens; and

WHEREAS, the City has received an estimate indicating that it will cost \$237,159 to drill a new well on the same site; and

WHEREAS, there are some anticipated incidental costs which will bring the amount necessary to drill the new well to approximately \$250,000; and

WHEREAS, the Council is of the opinion and does hereby find that a state of emergency exists with respect to the condition of Well No. 3 on Communny Avenue and that such emergency poses a threat to the health and welfare of the citizens of the community; and

WHEREAS, the Council previously passed a resolution to declare the existence of an emergency with respect to the aforesaid water well with such resolution being passed by the Council on August 19, 2010; and

WHEREAS, the aforesaid resolution was sent to the Mississippi State Department of Health for the purpose of procuring a Drinking Water Systems Emergency Loan; and

WHEREAS, the City has now made application for such loan bearing ID No. MS0300006 and has been informed by the Mississippi State Department of Health that an amended resolution is needed setting forth the City's intent to implement a per-connection surcharge to cover repayment of the loan and a commitment by the City to meet and discuss the results of the financial capability analysis with the Mississippi State Department of Health as required:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

SECTION 2. A state of emergency exists with respect to the condition of the Communy Avenue Water Well No. 3 which requires immediate steps by the City to remediate the problem by drilling a new well.

SECTION 3. The Mayor is hereby authorized to execute whatever documents may be necessary to procure an emergency loan from the State Drinking Water Revolving Loan Fund in an amount not to exceed \$250,000 for the purpose of drilling a new well at the site on Communy Avenue.

SECTION 4. The City agrees to implement a per-connection surcharge to cover the repayment of loan as required by the Mississippi State Department of Health.

SECTION 5. The City further commits to meet and discuss the results of the financial capability analysis with the Mississippi State Department of Health in accordance with the loan application previously submitted by the City.

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 16th day of November, 2010.

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

ORDER

WHEREAS, the attached docket of claims for the period of October 29, 2010, through November 12, 2010, has been presented to the City Council for allowance and approval; and

WHEREAS, the below claim numbers 10-01-01, 10-15-02, 10-29-03 and 10-04 have also been presented to the City Council for allowance and approval:

<u>October 1, 2010</u>		<u>Claim # 10-01-01</u>
010	General Fund	\$ 421,070.95
180	Code Enforcement Grant	2,655.28
400	Pascagoula Utilities	38,710.80
475	Transfer Station	10,895.56
480	Solid Waste Mgmt.	<u>491.69</u>
	Total	<u>\$ 473,824.28</u>
 <u>October 15, 2010</u>		 <u>Claim # 10-15-02</u>
010	General Fund	\$ 421,620.38
180	Code Enforcement Grant	2,701.74
400	Pascagoula Utilities	27,931.40
475	Transfer Station	11,084.33
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 463,893.74</u>
 <u>October 29, 2010</u>		 <u>Claim # 10-29-03</u>
010	General Fund	\$ 426,229.02
180	Code Enforcement Grant	2,431.54
400	Pascagoula Utilities	27,871.50
475	Transfer Station	11,128.37
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 468,216.32</u>

<u>Miscellaneous Claim</u>		<u>Claim # 10-04</u>
1000	City Share FICA	\$ 70,819.74
1100	City Share Medicare	16,562.64
7000	City Share PERS	<u>136,459.70</u>
	Total	<u>\$ 223,842.08</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.

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 16th day of November 2010.

Councilman Corder made a motion to close the meeting to consider going into executive session. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

Councilman Milstead made a motion to go into executive session for the purpose of discussing potential litigation regarding annexation, a personnel matter regarding the City Manager search, and any other matters related to the City Manager. 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.

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

No action was taken during the executive session.

Eddie Williams briefly discussed the request from Peggy Hoover for animal control on weekends. Mr. Williams will look at a staggered schedule. Councilman Corder also commented it would be a good idea for the Code Enforcement Department to consider a staggered schedule.

Eddie Williams advised a meeting was held recently with City staff members and Wally Carter representing Waste Pro (Delta Sanitation) regarding the possibility of renting our Transfer Station. Mr. Williams reported that the staff did not feel it would be beneficial to the City of Pascagoula and no action was necessary by the Council.

Mr. Williams also noted we had received a letter from Jane Gregory and Buster Taylor complimenting Melani Caver, Bea Burton, Joan Burton, and Louise Barnett from the Senior Center for the fine job they are doing with the travel club.

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

The meeting ended at 7:57 p.m.

APPROVED:

Robert H. Maxwell, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk