

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, OCTOBER 5, 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 regular meeting on Tuesday, October 5, 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.

City Manager Kay J. Kell
City Attorney Eddie Williams
Asst. City Clerk Brenda J. Reed

Mayor Maxwell welcomed everyone to the meeting. Councilman Corder gave the invocation which was followed by the Pledge of Allegiance.

Glenn Bremenkamp, representing the Employer Support of the Guard and Reserve, presented an award to Police Chief Kenny Johnson and to the Police Department which was received by Vernon Smith, Jr. Mr. Smith submitted a nomination for this recognition.

Mayor Maxwell stated it is a privilege to work with them and the award is well deserving. Other Council members also extended their congratulations.

Philip Horn addressed the Council regarding Clark Seafood, 4401 Clark Street, and the effect that the proposed development of Lowry Island would have on his business. He advised they have leased the property from the State of Mississippi since 1952, and the City of Pascagoula has now held up the lease renewal due to a proposed marina project. Mr. Horn stated they have received little notification regarding this matter and requested the City rescind their proposal.

In conclusion, Mayor Maxwell requested that Mr. Horn meet with the City Manager and other staff members to further discuss this matter.

At this time, Debbie Anglin and Belinda Dammen, representatives of the Pascagoula School District, congratulated the City of Pascagoula for receiving an award and being recognized as one of the “2010 100 Best Communities for Young People”. The ceremony was recently held in Washington, D.C. and was attended by Ms. Anglin and Rebecca Davis, Main Street Director. The City was presented with a plaque and banner for this award, and the Council thanked everyone for nominating the City of Pascagoula.

A property cleanup hearing was held for 1302 Lureco which was continued from the Council meeting of August 3, 2010. Steve Mitchell, Operations Manager, gave an update on the property. Mark Edwards, property owner, briefed the Council on what he has done and advised he would like to sell the property in an “as is condition” and advised there is a potential buyer for the property who was also in attendance at tonight’s meeting. Katherine Lockridge advised they are reviewing the appraisal and requested additional time.

After discussion, 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, 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 above Resolution was adopted with the following amendment:

Councilman Wolverton made a motion to “TABLE” this property cleanup matter until the Council meeting of November 2, 2010. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 10-5-10)

A property cleanup hearing was held for 1507 Buena Vista which was continued from the Council meeting of August 3, 2010. Steve Mitchell, Operations Manager, gave a status report on

the property and stated some progress has been made on the outside of the property. David Reid, property owner, was also in attendance and advised the house has new windows and doors. It was recommended that Mr. Reid obtain the proper permits and meet with the Code Enforcement staff to review a list of items that need attention on the property to bring it up to code standards.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated May 18, 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, 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>
41620071.000 1507 Buena Vista	David Keith Reid 1507 Buena Vista St. Pascagoula, MS 39567 (Footnote 1)	Deed Book 1510, Page 87

PARTIES WITH INTEREST

Footnote 1: First Federal Savings & Loan, 903 Jackson Avenue, Pascagoula, MS 39567

After discussion, the Council adopted the Resolution with the following amendment:

Councilman Wolverton made a motion to “TABLE” the property cleanup matter at 1507 Buena Vista until the Council meeting of December 7, 2010. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 10-5-10)

Councilman Abston then read the Walk to School Day Proclamation which was presented to Debbie Anglin and Belinda Dammen. The Proclamation is spread on the minutes as follows:

PROCLAMATION

WHEREAS, hundreds of children could be saved each year if communities take steps to make pedestrian safety a priority; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, an important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, community leaders and parents can determine the “walkability” of their community by using a walkability checklist; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities.

NOW, THEREFORE, I, Robert H. Maxwell, Mayor of the City of Pascagoula, Mississippi, do hereby declare Wednesday, October 6, 2010, as

“Walk to School Day”

in Pascagoula and encourage everyone to consider the safety and health of children today and every day.

Robert H. Maxwell
Mayor

(Councilman Tillman left the meeting at 6:32 p.m.)

A property cleanup hearing was held for 704 Washington Avenue which was continued from the Council meeting of August 17, 2010. Steve Mitchell, Operations Manager, gave an update on the property wherein he advised little progress has been made since the last report. A permit was issued on April 6, 2007; however, no contractor work has been performed as of this date. No one was present to represent the property.

After discussion, the Council considered the following Resolution:

RESOLUTION

WHEREAS, by order dated May 4, 2010, this Council authorized giving notice to the owners of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M.,

June 1, 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 June 1, 2010, meeting until June 15, 2010; and

WHEREAS, this matter was continued at the June 15, 2010, meeting until August 17, 2010; and

WHEREAS, this matter was continued at the August 17, 2010, meeting until October 5, 2010; and

WHEREAS, the Council has received evidence from the staff of the City as to the condition of the parcel listed and the owners have 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 owners 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>
41715012.000 704 Washington	Kenneth Robertson 1215 Washington Ave. Pascagoula, MS 39567 AND Henry Tillman P.O. Box 2125 Pascagoula, MS 39569 and/or 2408 Pinewood Pascagoula, MS 39567	Deed Book 920, Page 637

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "ABSENT", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 5th day of October, 2010.

(Councilman Tillman returned to the meeting at 6:35 p.m.)

A property cleanup hearing was held for 4710 Seminole which was continued from the Council meeting of August 17, 2010. Steve Mitchell, Operations Manager, gave an update on the property and recommended the case be "dismissed" due to the progress being made.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated August 4, 2009, 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.,

September 1, 2009, to determine whether the parcel 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 September 1, 2009, meeting until December 1, 2009; and

WHEREAS, this matter was continued at the December 1, 2009, meeting until January 19, 2010; and

WHEREAS, this matter was continued at the January 19, 2010, meeting until April 20, 2010; and

WHEREAS, this matter was continued at the April 20, 2010, meeting until June 15, 2010; and

WHEREAS, this matter was continued at the June 15, 2010, meeting until August 17, 2010; and

WHEREAS, this matter was continued at the August 17, 2010, meeting until October 5, 2010; and

WHEREAS, the Council has received evidence from the staff of the City as to the condition of the parcel 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 uncleanness 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>
41335126.000 4710 Seminole St	Jimmy O’Neal Kyzar 1719 Bates St Pascagoula, MS 39581	Deed Book 1551, Page 33

After discussion, Councilman Wolverton made a motion to “DISMISS” the property cleanup matter at 4710 Seminole Street as recommended. 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”. (Dismissed 10-5-10)

Esther Swensen, 2309 Tucker Street, addressed the Council to appeal a decision of the Animal Control Division regarding a matter of her animals that have been deemed vicious. Ms. Swensen stated her dogs are not vicious but made a mistake. Ed Holmes, Animal Control Officer, advised that he lives near Ms. Swensen and her dogs have charged at him in the past. Several neighbors were also in attendance at tonight’s meeting regarding problems they have had with her animals. Councilman Corder commented that he has received several calls about the situation.

After the hearing, Councilman Corder made a motion to uphold the decision of the Animal Control Division deeming the dogs of Esther Swensen, 2309 Tucker Avenue, as vicious.

The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The consent agenda was considered at this time.

The first item for consideration were minutes from the recessed regular Council meetings held on September 21, 2010, and September 27, 2010, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to adopt and approve minutes of the recessed regular Council meetings of September 21, 2010 and September 27, 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 Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an agreement with Nichols Planning and Consulting, as recommended by Harry Schmidt, Community Development Director.

The agreement is spread on the minutes as follows:

AGREEMENT

THIS AGREEMENT made and entered into this the 1st day of July 2010, by and between the City of Pascagoula, Mississippi (hereinafter referred to as "City") and David Nichols, Nichols Planning and Consulting. (hereinafter referred to as "Consultant"), who agree and contract as follows:

WITNESSETH THAT:

1. Employment of Consultant. The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program, which is financed by grant funds provided by the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, as amended.
2. Scope of Services. The Consultant agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "1".
3. Disposition of Work Materials. All contract documents and similar work materials prepared by the Consultant in completing the scope of services, set forth as Exhibit "1", shall be the property of the City.

4. Period of Performance. The services provided under this Agreement by the Consultant shall be for the period July 1, 2010 through June 30, 2011 and may be extended for an additional one year term.

5. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

6. Termination for Convenience of the City. The City may terminate this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and other materials, at the option of the City, become its property. If the Consultant is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the date of termination.

7. Termination for Convenience of Consultant. The Consultant may terminate this Agreement at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City 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 City. In the event of termination for convenience by Consultant, all payments from the date of termination shall be forfeited to the City and any obligation by City to Consultant shall be terminated.

8. Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

9. Changes. The City or Consultant may, from time to time, request changes in the terms of this Agreement and shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendment to this Agreement.

10. Compensation Due to Consultant. The City agrees to pay and the Consultant agrees to perform the services referred to in paragraph one for the amounts and at such times as outlined below:

- A. It is expressly understood and agreed that compensation shall be at a rate not to exceed \$110.00 per hour for senior consultant and \$90.00 for associates.
- B. Expenses to be charged to the project will include such items as meals, lodging, fax, and mapping and shall be charged at actual cost, while mileage shall be charged at the Federal reimbursement rate and copies shall be at cents (30¢) per copy.
- C. The Consultant shall bill the City by invoice for services rendered monthly.

11. Equal Employment Opportunity. The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age, or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age, or disability.

A. Section 504 Handicapped: The Consultant agrees to take affirmative action to employ, advance in employment and, otherwise, treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of the Consultant's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

12. Interest of Members of the City and Others. No officer, member, employee of the City and no member of its governing body, the locality or localities in which the Project is situated or being carried out, who exercises any function or responsibilities in the review or approval of the undertaking or execution of the Project, shall participate in any decision relating to this Agreement, which affects his/her personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

13. Assignability. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

14. Conditions and Assurances. Consultant agrees to abide by the following requirements:

- A. Access to Records: Consultant agrees that the City, H.U.D., the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and

records of the Consultant for the purpose of making audit, examination, excerpts, and transcripts.

- B. Retention of Records: Consultant shall maintain all records pertaining to this contract for three (3) years after the City makes final payment and all other pending matters are closed.
- C. Use of Materials: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City and the U.S. Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or part, any report, data, or other materials prepared under this Agreement.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement, which the City requests to be kept confidential, shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

17. Officials Not To Benefit. No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom. The Consultant is advised that no member, officer, or employee of the local public body or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

18. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration; if the parties hereto mutually agree, or in court of competent jurisdiction within the State in which the City is located.

19. City's Responsibilities. The City shall provide full information to the Consultant as to his requirements for the project; provide such legal, accounting, independent costs estimating, and insurance counseling services as may be required.

20. Federal and State Guidelines. The Consultant does hereby bind himself, certifies and gives his assurance that he will comply with all requirements of the grantor agency (HUD), as

they relate to the application, acceptance and use of federal funds for the federally assisted project.

21. Successors and Assigns. The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party to 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 City and the Consultant.

22. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City. 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, or 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 and the Consultant have executed this Agreement on this the ____ day of October 2010.

Attest:

**David Nichols,
Nichols Planning and Consulting**

By: _____
David Nichols, President

City of Pascagoula, Mississippi

By: _____
Robbie Maxwell, Mayor

Attest:

Exhibit "A" is spread on the minutes as follows:

EXHIBIT “A”

SCOPE OF SERVICES

The scope of work to be undertaken includes,

- (1) Assist in the administration of the CDBG program as directed.
- (2) Assist in the implementation of the action plan that provides a basis for assessing performance.
- (3) The preparation of the five year consolidated plan as directed.
- (4) Other duties as may be assigned.

Councilman Stallworth made a motion to approve the agreement with Nichols Planning as recommended above and authorized the Mayor to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-5-10)

(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 Budget Modification to extend the deadline of the MDA Code Enforcement Grant from December 2010 to August 1, 2011.

Councilman Stallworth made a motion to approve the Budget Modification to extend the date of the MDA Code Enforcement Grant from December 2010 to August 1, 2011, and authorize the Mayor to execute the related documents as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-5-10)

(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 request to accept a donation from the Anola Club of Pascagoula for \$300.00 as recommended by Darcie Crew, Parks and Recreation Director.

This donation is for one half the cost of the front door to the Anola Club building located at 1111 Washington Avenue.

Councilman Stallworth made a motion to accept the \$300.00 donation from the Anola Club of Pascagoula for one half the cost of the front door to the Anola Club building located at 1111 Washington Avenue as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was a request to accept a donation from Mississippi Power Company for the Kids Fishing Rodeo for \$1,500.00 as recommended by Darcie Crew, Parks and Recreation Director.

Councilman Stallworth made a motion to accept a donation from Mississippi Power Company for the Kids Fishing Rodeo for \$1,500.00 as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an alarm system monitoring agreement for the Beach Park concession and restroom facility with Crime Target Security, Gautier, MS, as recommended by Darcie Crew, Parks and Recreation Director. The cost is \$26.00 per month and includes wireless monitoring equipment.

Councilman Stallworth made a motion to approve an alarm system monitoring agreement for the Beach Park concession and restroom facility with Crime Target Security for \$26.00 per month and authorized the City Manager to sign the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

(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 an Order to determine whether the parcels of land at 315 John Avenue, 403 John Avenue, 407 John Avenue, 4522 Peach Street, and 4507 Peach Street are in such a state of uncleanness as to be a menace to the public health and safety of this community.

The Order is spread on the minutes as follows:

ORDER

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

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

THEREFORE, IT IS ORDERED that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on November 2, 2010, in the City Hall of the city at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

EXHIBIT A

<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>
40405114.000 315 John Ave	Paul Kenneth Schrage 2017 Margie Moore Ave Pascagoula, MS 39567	Deed Book 1589, Page 50
40405138.000 403 John Ave.	James R. Moore 104 Patriot Place Summerville, SC 29485	Deed Book 1055, Page 525
40405130.000 407 John Ave	James R. Moore 104 Patriot Place Summerville, SC 29485	Deed Book 1059, Page 908
41700209.000 4522 Peach St	Richard Eugene Smith 1804 Courtney Drive Gautier, MS 39553	Deed Book 810, Page 543

41700212.000
4507 Peach St

Calvin L. Heathcoe
4507 Peach St.
Pascagoula, MS 39567

Deed Book 1400, Page 126

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 5th day of October, 2010.

The next item for consideration was an extension of the waste container service (Annual Bid # 280) to Delta Sanitation, Gautier, MS, at the current contract prices as recommended by Helen Mitchell, Purchasing Agent. The new contract dates are October 21, 2010, through October 20, 2011, with a one-year renewal option or it shall remain in force until another contract has been awarded.

Councilman Stallworth made a motion to approve the extension of the waste container service (Annual Bid # 280) to Delta Sanitation, Gautier, MS at the current contract prices from October 21, 2010, to October 20, 2011, with a one-year renewal option or shall remain in force until another contract has been awarded. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an extension of the contract for sand (Annual Bid # 290) with Mallette Brothers Construction Company, Inc., Gautier, MS, at the current contract price of \$9.93 per yard as recommended by Helen Mitchell, Purchasing Agent. The new contract dates will be October 6, 2010, through October 5, 2011.

Councilman Stallworth made a motion to approve the extension of the contract for sand (Annual Bid # 290) with Mallette Brothers Construction Company, Inc. for one year at the current contract price of \$9.93 per yard as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an extension of Annual Bid # 291A (BB-1) and 291B to Land Shapers, Inc., Gulfport, MS, for BB-1 and SC-1 (laid in place) at \$75.00 per ton, Pandle, Inc., Pascagoula, MS, for SC-1 (pick up at plant) at \$64.00 per ton; and Mallette Brothers, Gautier, MS, for SC-1 (pick up at plant) for \$68.83 per ton for paving of streets as

recommended by Steve Mitchell, Operations Manager. The new contract dates are October 21, 2010, through October 20, 2011.

Councilman Stallworth made a motion to approve the extension of Annual Bid # 291A (BB-1) and 291B to Land Shapers, Inc., Gulfport, MS, for BB-1 and SC-1 (laid in place) at \$75.00 per ton; Pandle, Inc., Pascagoula, MS, for SC-1 (pick up at plant) at \$64.00 per ton; and Mallette Brothers, Gautier, MS, for SC-1 (pick up at plant) for \$68.83 per ton for paving of streets as recommended above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an extension of the antiscalant/dispersant/antifoulant Annual Bid # 293 with Water and Waste Specialties, Inc., Theodore, AL, at the contract price of \$3,000.00 per 55 gallon drum concentrate as recommended by Steve Mitchell, Operations Manager. New contract dates will be October 6, 2010, through October 5, 2011.

Councilman Stallworth made a motion to approve the extension of the antiscalant/dispersant/antifoulant Annual Bid # 293 with Water and Waste Specialties, Inc., Theodore, AL, at the contract price of \$3,000.00 per 55 gallon drum concentrate as recommended above. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was a request to continue the state of emergency that was declared on April 30, 2010, until October 19, 2010, as recommended by Bruce Knott, Human Resources Director.

Councilman Stallworth made a motion to continue the state of emergency that was declared on April 30, 2010, until the Council meeting of October 19, 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 Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was the janitorial contract for certain City buildings with Sparkle Cleaning Service, Moss Point, MS, at the monthly rate of \$6,350.00 effective from October 13, 2010, to October 12, 2011, with an option to renew for one year, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to approve the janitorial contract with Sparkle Cleaning Service, Moss Point, MS, for \$6,350.00 per month to clean certain City buildings effective from October 13, 2010, to October 12, 2011, with an option to renew for one year, as

recommended and authorized 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 10-5-10)

The contract is spread on the minutes as follows:

**CONTRACT BETWEEN THE
CITY OF PASCAGOULA, MISSISSIPPI
AND
SPARKLE CLEANING SERVICE**

THIS AGREEMENT is made and executed this _____ day of _____, 2010, by and between the City of Pascagoula, Mississippi (the "City") and Sparkle Cleaning Service, (the "Contractor").

WHEREAS, the Contractor proposes to provide the City with janitorial service for the City Hall Building, Senior Citizens Center, Community Development/Purchasing/Utilities Accounting Building, Code Enforcement Department, Public Works Department, Warehouse restrooms, Operations Trailer, 12th Street Recreation Building, Scranton Nature Center, restrooms at Field #2 at the 12th Street Complex, restrooms at MCC Park (corner of Orchard Road and Tillman Street), restrooms at Dixie Youth Baseball Complex (8th Street and Tucker Avenue), Soccer Complex (Tillman Street), Pascagoula Recreation Center, and Andrew Johnson Recreation Center floors; and

WHEREAS, the City wants the Contractor to provide said service;

THEREFORE, the parties hereto agree and contract as follows:

SECTION 1. The Contractor will provide janitorial service for the City Hall Building, Senior Citizens Center, Community Development/Purchasing/Utilities Accounting Building, Code Enforcement Department, Public Works Department, Warehouse restrooms, Operations

Trailer, 12th Street Recreation Building, Scranton Nature Center, restrooms at Field #2 at the 12th Street Complex, restrooms at MCC Park (corner of Orchard Road and Tillman Street), restrooms at Dixie Youth Baseball Complex (8th Street and Tucker Avenue), Soccer Complex (Tillman Street), Pascagoula Recreation Center, and Andrew Johnson Recreation Center floors in accordance with Exhibits "A-K" attached hereto.

If any buildings need to be added to the contract, the City of Pascagoula will notify the contractor with not less than a seven-day written notice that one or more buildings will be added to the contract, a rate will be negotiated, and the contract will be adjusted accordingly.

SECTION 2. The Contractor will supply all necessary cleaning materials, cleaning machines, and janitorial equipment. Equipment must be of high quality in order to adequately maintain areas covered by this contract. Examples are (but not limited to): window cleaner, dust cleaner, floor soap, floor wax, carpet shampoo, vacuum cleaner, brooms, dustpans, mops, mop buckets, scrubbing machines and buffing machines. All floor wax must be a high quality non-skid wax. The City will furnish the following: paper towels, toilet tissue, air freshener, hand soap, and garbage bags.

SECTION 3. The janitorial services called for in this contract shall be performed after 5:00 p.m. unless otherwise determined by the department head as described in Exhibits "A-K" or any other section of this contract. The floors at the Andrew Johnson Recreation Center, Pascagoula Recreation Center, and 12th Street Building must be maintained on a weekly basis and work performed while the center is not open to the public.

SECTION 4. The Contractor agrees to perform the services called for herein in a good, professional, and workmanlike manner. Should such services be found by the City to be inadequate, it will inform the Contractor thereof, in writing. If the inadequacies of services are

not corrected within three (3) days of being notified thereof, the City may, at its option, cancel this contract with no further liability to the Contractor. Further, the City, at its option, may deduct a percentage of the monthly service fee for services not performed as stated herein. Furthermore, either party may terminate this contract at anytime by giving thirty (30) days' written notice.

SECTION 5. The Contractor shall maintain a current janitorial bond in the amount of \$25,000.00 for the duration of this contract. The Contractor shall maintain a current general liability insurance policy (combined single limit) with a limit of not less than \$300,000.00 per occurrence and \$600,000.00 aggregate for the duration of this contract. General liability insurance should include premises and operations and products and completed operations. The Contractor shall maintain Worker's Compensation Insurance, as required by law, for the duration of this contract. A copy of such bond, General Liability Insurance Certificate and Worker's Compensation Insurance shall be filed with the City Clerk immediately upon award of this contract. Any damages to City property by the Contractor or accidents causing bodily injury to the Contractor's employees shall be reported in writing to the City Clerk no later than the following morning after the incident.

SECTION 6. The Contractor shall provide a list of its employees and primary building assignments to the City Clerk and immediately inform the City Clerk of any changes to said list. The Contractor shall also provide a list of its employees who have been issued keys to certain City buildings.

SECTION 7. The Contractor shall post and complete a service report each day at each building indicating that the required work was completed. A weekly service report should be submitted to a designated City representative at each department.

SECTION 8. The monthly janitorial fee of the Contractor shall be \$ 6,350.00.

The City shall pay the Contractor the monthly janitorial fee not later than the 25th day of each month following the month in which service is rendered.

SECTION 9. The term of this contract shall be for one (1) year, beginning October 13, 2010, and ending October 12, 2011, with an option to renew for one year at the request of either party at the same rate of compensation. Notice of intent to renew must be in writing and sent not later than 60 days prior to the expiration of the initial term hereof.

SECTION 10. The parties acknowledge that this is an independent contract arrangement and that the Contractor is not an employee, joint venturer or agent for the City. Contractor shall be solely responsible for the payment of its employees and shall direct all work to be performed by its employees pursuant to this agreement.

DATED this the _____ day of _____, 2010.

CITY OF PASCAGOULA, MISSISSIPPI

COMPANY NAME

By: _____

BY: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

PAGER: _____

CELL: _____

E-MAIL: _____

ATTEST: _____

Exhibit A

BALLFIELDS AND SOCCER COMPLEX

(A) DAILY DUTIES - (Monday-Friday) - (During times indicated under Seasonal Duties)

1. Sweep all floors.
2. Mop all floors.
3. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
5. Replace stand alone air fresheners provided by the City in each restroom as needed.
6. Clean the drinking water fountains.

(B) SEASONAL DUTIES: RECREATION RESTROOMS

1. Restrooms at MCC Park (corner of Orchard Road and Tillman Street) - Clean Feb 1st through July 15th.
2. Restrooms at Dixie Youth Baseball Complex (corner of 8th Street and Tucker Avenue) - Clean March 1st through July 15th. (1 set of restrooms here)
3. Restrooms at Field #2 at 12th Street Complex - Clean March 1st through July 15th. (This is the field located on the 10th Street side of the complex)
4. Restrooms at Soccer Complex on Tillman Street – Clean Friday and Sunday, from January 15th through April 30th and from September 1st through November 20th.

Exhibit B

ANDREW JOHNSON RECREATION CENTER
(1402 Tucker Avenue)

(A) WEEKLY DUTIES:

1. Buff all tile floors.
2. Maintain floors at Andrew Johnson Recreation Center (including mop, spray, buff, and/or add wax to high traffic areas).

(B) MONTHLY DUTIES:

1. Buff and refinish all tile floors (using a quality non-skid wax).
2. Clean baseboards, or as needed.

(C) SEMI-ANNUAL DUTIES:

1. Strip, seal, wax, and buff floors at Andrew Johnson Recreation Center.

Exhibit C

SENIOR CITIZENS CENTER
(612 Delmas Avenue)

(A) DAILY DUTIES:

1. Sweep all floors.
2. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
3. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
4. Clean all door glass areas.

(B) THREE TIMES PER WEEK DUTIES:

1. Mop the floors (Monday-Wednesday-Friday).

(C) WEEKLY DUTIES:

1. Buff all VCT tile floors.
2. Spot clean around door handles and door frames (inside and outside).
3. Sweep porches, steps, and handicapped ramps.
4. Spot clean all walls, or as needed.
5. Clean water fountain outside back door of Senior Citizen Center.
6. Vacuum all carpets and rugs.
7. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(D) MONTHLY DUTIES:

1. Clean inside window ledges, or as needed.
2. Strip and refinish all tile floors (using a quality non-skid wax).
3. Clean baseboards, or as needed.
4. Empty cigarette containers outside of all buildings.
5. Spot clean carpets, or as needed.

(E) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.

*****New Senior Center to Open Fall 2010

Exhibit D

12TH STREET RECREATION CENTER
(2201 – 12th Street)

(A) WEEKLY DUTIES: (March 1st - July 15th)

1. Sweep all floors.
2. Clean the inside and outside restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
3. Spot clean around door handles and door frames (inside and outside).
4. Spot clean carpets, or as needed.
5. Spot clean all walls, or as needed.
6. Vacuum all carpets.
7. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
8. Clean the drinking water fountains.
9. Clean all door glass areas.
10. Mop the floors.
11. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(B) MONTHLY DUTIES:

1. Clean inside window ledges, or as needed.
2. Buff and refinish all tile floors (using a quality non-skid wax).
3. Clean baseboards, or as needed.

(C) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.

(D) SEMI-ANNUAL DUTIES:

1. Strip, seal, wax, and buff floors at 12th Street building.

(E) ANNUAL DUTIES:

1. Shampoo all carpets.

Exhibit E

CITY HALL
(603 Watts Avenue)

(A) THREE TIMES PER WEEK DUTIES:

1. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
2. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
3. Clean all door glass areas.

(B) WEEKLY DUTIES:

1. Buff all Terrazzo and tile floors.
2. Spot clean around door handles and door frames (inside and outside).
3. Spot clean carpets, or as needed.
4. Sweep porches, steps, and handicapped ramps.
5. Spot clean all walls, or as needed.
6. Clean chair rails.
7. Vacuum all carpets and rugs.
8. Sweep all floors.
9. Clean the drinking water fountains.
10. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.
11. Mop the floors.

(C) MONTHLY DUTIES:

1. Clean inside window ledges, or as needed.
2. Strip and refinish all Terrazzo and tile floors (using a quality non-skid wax).
3. Clean baseboards, or as needed.

(D) QUARTERLY DUTIES:

1. Clean all light fixtures.
2. Clean all ceiling, HVAC, and exhaust vents.
3. Clean windows inside and outside, or as needed.
4. Clean all blinds.

(E) SEMI-ANNUAL DUTIES:

1. Shampoo all carpets.

Exhibit F

COMMUNITY DEVELOPMENT/PURCHASING/UTILITIES ACCOUNTING
(630 Delmas Avenue and 622 Delmas Avenue)

(A) THREE TIMES PER WEEK DUTIES:

1. Vacuum all carpets and rugs.
2. Sweep all floors.
3. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
5. Clean all door glass areas.

(B) WEEKLY DUTIES:

1. Mop the floors.
2. Spot clean around door handles and door frames (inside and outside).
3. Spot clean carpets, or as needed.
4. Spot clean all walls, or as needed.
5. Clean chair rails.
6. Clean the drinking water fountains.
7. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(C) MONTHLY DUTIES:

1. Clean baseboards, or as needed.

(D) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.

(E) SEMI-ANNUAL DUTIES:

1. Shampoo all carpets.
2. Scrub tile and grout floors.

Exhibit G

PUBLIC WORKS
(Office Trailer at 4015 14th Street – behind Code Enforcement Building)

And Building Beside Public Works Trailer)
(Restrooms at Warehouse - 4011 14th Street)

(A) DAILY DUTIES:

1. Sweep and mop all floors, under desks and in crevices.
2. Vacuum all carpeted areas and rugs.
3. Clean front door and front glass area of fingerprints and smudges.
4. Clean the restrooms (toilet, sink, mirrors and vanity) and leave an adequate supply of toilet paper and paper towels in each one.
5. Clean coffee pot area and countertops.
6. Empty trash, replace liners, and place all trash in dumpster outside building.

(B) WEEKLY DUTIES:

1. Spot clean around door handles and door frames (inside and outside).
2. Spot clean all walls, or as needed.
3. Spot clean carpeted areas and rugs, or as needed.
4. Dust all furniture (desks, file cabinets, tables, shelves, etc.)
5. New restrooms at warehouse – sweep and mop floor, clean toilets and deodorize, clean showers and sanitize, clean sink and mirror

(C) MONTHLY DUTIES:

1. Clean inside window ledges, or as needed.
2. Clean all windows (inside and outside).
3. Clean all baseboards, or as needed.
4. Empty cigarette containers outside of all buildings.
5. Buff and refinish all tile floors (using a non skid wax)

(D) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Strip and refinish all tile floors (using a quality non skid wax).
3. Clean all blinds.
4. Shampoo all carpeted areas and rugs.
5. Clean all windows (inside and outside)

Exhibit H

CODE ENFORCEMENT
(4015 – 14th Street)

(A) DAILY DUTIES:

1. Clean the restrooms (toilets, sinks, and mirrors) and leave an adequate supply of daily toilet paper and paper towels in each one.

2. Sweep all floors.
3. Empty the wastebaskets, replace wastebaskets liners as needed, place all trash in the outside garbage bin provided by the City.

(B) TWICE PER WEEK DUTIES:

1. Clean all door glass areas.

(C) WEEKLY DUTIES:

1. Spot clean around door handles and door frames (inside and outside).
2. Spot clean carpets, or as needed.
3. Sweep porches, steps, and handicapped ramps.
4. Vacuum all carpets and rugs.
5. Mop the floors.
6. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(D) MONTHLY DUTIES:

1. Clean inside window ledges, or as needed.
2. Strip and refinish all tile floors (using a quality non-skid wax).
3. Buff all tile floors.

(E) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.

(F) SEMI-ANNUAL DUTIES:

1. Shampoo all carpets.

Exhibit I

SCRANTON NATURE CENTER
(3928 NATHAN HALE)

(A) THREE TIMES PER WEEK DUTIES: (Summer)
(Monday-Wednesday-Friday – May 1 – September 1)

1. Sweep all floors and dust. (Monday-Wednesday-Friday)
2. Clean the restrooms (toilets, sinks, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
3. Mop the floors. (Monday-Wednesday-Friday)

4. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City. (Monday-Wednesday-Friday)

**(B) TWICE WEEKLY DUTIES: (Winter)
(Monday & Thursday – September 2 – April 30)**

1. Museum to be swept, dusted and trash emptied (Monday and Thursday).
2. Bathroom mopped and cleaned. (Monday and Thursday).

(C) MONTHLY DUTIES:

1. Sweep Museum floors, dust, and mop all floors (spending as much time as needed to perform a good job).

(D) TWICE YEARLY DUTIES:

1. Strip and wax floors of Museum. (using quality non-skid wax). (March 1).
2. Clean windows inside and outside, or as needed.
3. Strip and wax floors of Museum (using quality non-skid wax), (September 1).

Exhibit J

OPERATIONS TRAILER

**(Office Trailer at 4015 14th Street – behind Code Enforcement Building
And Building Beside Operations Trailer)**

(A) THREE (3) TIMES PER WEEK DUTIES:

1. Empty the wastebaskets, replace wastebasket liners as needed, place all trash in the outside garbage bin provided by the City.
2. Sweep all floors.
3. Mop the floors.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.

(B) WEEKLY DUTIES:

1. Spot clean around door handles and door frames (inside and outside).
2. Spot clean all walls, or as needed.
3. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

(C) MONTHLY DUTIES:

1. Buff and refinish all tile floors (using a quality non-skid wax).

(D) QUARTERLY DUTIES:

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.
4. Clean inside window ledges, or as needed.
5. Clean baseboards, or as needed.

Exhibit K
PARKS & RECREATION CENTER
2935 PASCAGOULA STREET

(A) DAILY DUTIES

1. Sweep and mop (back hallways, lobby and daycare area) all floors
2. Clean all restrooms (toilets, sinks, and mirrors) and leave an adequate supply of toilet paper and paper towels in each one.
3. Clean kitchen area (floors and counters)
4. Empty trash cans, replace liners as needed, and place trash in an outside garbage bin provided by city.
5. Vacuum all carpet in hallways, lobby and daycare area.

(B) THREE TIMES PER WEEK DUTIES

1. Vacuum all carpet in offices, north and south corridors, activity spaces, upstairs and stairway.
2. Clean exercise room to include mirrors.
3. Clean upstairs office/classroom including mop floors and stairway
4. Clean front entrance area glass doors and glass above doors, or as needed.
5. Empty trash cans, replace liners as needed, and place trash in an outside garbage bin provided by city.
6. Dust all desks and other furniture in offices.
7. Clean all activity rooms (sweep, trash and mop)
8. Clean restroom on south hallway (toilets, sinks, mirror and floors)
9. Wipe down all doors

(C) SEMI-ANNUAL DUTIES:

1. Strip, mop, and wax ALL VCT tile floors.
2. Clean all blinds
3. Clean HVAC vents

(D) ANNUAL DUTIES:

1. Shampoo all carpets.
2. Clean base boards
3. Clean window seals

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

Next for consideration was a request for permission to place a sawn in half trunk of a car at the corner of Pascagoula Street and Jackson Avenue to advertise for Trunk-r-Treat and to use as a fall season decoration as recommended by Rebecca Davis, Main Street Director. The display will be removed after the event.

Councilman Stallworth made a motion to approve the request for permission to place a sawn in half trunk of a car at the corner of Pascagoula Street and Jackson Avenue to advertise for Trunk-r-Treat and to use as a fall season decoration as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-5-10)

Next for consideration was a budget amendment in the General Fund for the Parks and Recreation Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 10.44
October 5, 2010**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Revenues:</u>	-		-
- <u>Miscellaneous:</u>			
- Donations from Private Sources	33,715	1,800	35,515
Total Revenues	33,715	1,800	35,515
-	-		-
-	-		-

Net Change in Fund Balance	1,800
To amend budget to recognize the receipt of two private contributions (\$1,500 and \$300) to be designated for specific expenditures in FYE 9/30/11 (see budget amendment # 11.01)	

Councilman Stallworth made a motion to approve the above budget amendment as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

Next for consideration was a budget amendment in the Utility Fund for the Gas O & M Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 10.43
October 5, 2010**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>Utility Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
- <u>Gas Operation & Maint:</u>			
- <u>Other Services & Charges:</u>			
- Gas Purchases	2,332,650	42,000	2,374,650
-			
- <u>Supplies:</u>			

-	Cathodic Prot. Supplies	61,335	-11,800	49,535
-	Gas Meter R/R	40,000	-14,600	25,400
-	Gas Line R/M	120,000	-7,300	112,700
-				
	<u>Capital Outlay:</u>			
	Gas System Improvem.	85,000	-8,300	76,700
-	Total Expenditures	2,638,985	0	2,638,985
	Net Change in Fund Balance		-	
	To amend budget in order to reallocate budget provisions as needed.			

Councilman Stallworth made a motion to approve the above budget amendment as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was a budget amendment in the General Fund for the Parks and Recreation Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 11.01
October 5, 2010**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
- <u>Parks & Recreation:</u>			
- <u>Supplies:</u>			
Building Materials	30,000	300	30,300
- <u>Other Services & Charges:</u>			-
Special Events	8,500	1,500	10,000
-			
-			
Total Expenditures	38,500	1,800	40,300
Net Change in Fund Balance		(1,800)	
To amend budget to provide authority for increased P & R expenditures financed by private contributions made in FYE 9/30/10.			

Councilman Stallworth made a motion to approve the above budget amendment as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The following new business items were then considered.

The next item was a Resolution requesting that the Legislature amend House Bill 1546, Regular Session of 2008, to delete the provision that said bill shall be repealed as of July 1, 2011.

The Resolution is spread on the minutes as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, REQUESTING THAT THE LEGISLATURE AMEND HOUSE BILL 1546, REGULAR SESSION OF 2008, TO DELETE THE PROVISION THAT THE BILL SHALL BE REPEALED AS OF JULY 1, 2011; AND FOR RELATED PURPOSES

WHEREAS, House Bill 1546, 2008 Regular Session of the Mississippi Legislature, extended a repealer contained in Senate Bill 3212, Regular Session of 2004, wherein the City Council of the City of Pascagoula, Mississippi (“City”), was authorized to levy a tax not to exceed three percent (3%) upon the gross proceeds derived from hotel, motel and bed and breakfast room rentals, the proceeds of which tax are to be used for the purposes of promoting tourism, economic development and recreation; and

WHEREAS, Section 5 of House Bill 1546 provides that the act shall be repealed from and after July 1, 2011; and

WHEREAS, the tax has been levied within the City since August 1, 2005, and has provided a significant sum which the City has dedicated to improvements in recreation; and

WHEREAS, the City’s recreation program will be benefited if the repealer contained in the House Bill is deleted:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI, that the Legislature is urged to amend House Bill 1546, Regular Session of 2008, to delete the provision that it will stand repealed as of July 1, 2011.

BE IT FURTHER RESOLVED that the City Clerk is directed to send certified copies of this resolution to the Speaker of the House of Representatives, the Lieutenant Governor, and all members of the House of Representatives and Senate who represent citizens of this City.

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverson "AYE". The Mayor then declared the Resolution adopted on the 5th day of October, 2010.

The next item for consideration was an Ordinance to establish entertainment districts in the City of Pascagoula as recommended by Eddie Williams, City Attorney. The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 10-2010
CITY OF PASCAGOULA, MISSISSIPPI**

AN ORDINANCE TO ESTABLISH ENTERTAINMENT DISTRICTS IN THE CITY OF PASCAGOULA, MISSISSIPPI; AND FOR RELATED PURPOSES.

WHEREAS, the legislature of the State of Mississippi has enacted an Entertainment District Statute at Sections 17-29-1 et seq. of the Mississippi Code, which provides for the acceleration of depreciation by qualifying businesses located within such districts; and

WHEREAS, the City of Pascagoula participates in the Main Street Program for the purpose of economic development and community improvements; and

WHEREAS, the City of Pascagoula's Comprehensive Plan calls for the City to actively encourage development of family entertainment establishments and restaurants in the downtown and other activity centers:

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

SECTION 1. Designation of Entertainment Districts. The following described tracts shall be designated as Entertainment Districts in the City of Pascagoula, Mississippi:

Beginning at the West margin of the Mississippi Export Railroad and the South margin of Denny Avenue (Hwy 90) for point of beginning; thence South to the North margin of Parsley Street; thence West to a point 165' West of Market Street; thence North to a point 200' South of Ingalls Avenue; thence West to the East Bank of the East Pascagoula River; thence Northerly along the East Bank of the East Pascagoula River to the South margin of Denny Avenue (Hwy 90); thence East along the South margin of Denny Avenue (Hwy 90) to the point of beginning. The same being the Central Business District as established by the City Council by Resolution dated July 16, 2002.

AND ALSO

All of that land being within a C1A Zone and lying North of Denny Avenue (Hwy 90) and extending from the East Bank of the East Pascagoula River easterly to the City limits of the City of Pascagoula as depicted on the Official Zoning Map of the City.

SECTION 2. This ordinance shall become effective one month after passage.

SECTION 3. This ordinance shall not be codified.

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

Passed this the 5th day of October, 2010.

APPROVED:

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

ATTEST:

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

The next item for consideration was the executive search services. Bruce Knott, Human Resources Director, discussed briefly the items that require Council action regarding the search for a new City Manager.

After comments, Councilman Corder made a motion to approve the proposal from Amy Whitten, The Whitten Group, P.A., for executive search services on an “as needed basis” with the scope of work to be determined at a later date. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-5-10)

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

Next, Councilman Corder made a motion to approve a new job description for the City Manager position as discussed in a workshop prior to tonight’s Council meeting. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 10-5-10)

The new job description is spread on the minutes as follows:



**City of Pascagoula
Job Description**

City Manager

DEPARTMENT:	Administration	LABOR GRADE:
EXEMPT(Y/N):	Yes	POSITION CODE: 20001
REPORTS TO:	Mayor and City Council	

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 the successful overall direction, management, and coordination of all operations and functions of the City of Pascagoula in accordance with all applicable laws, as described in MS Code § 21-9-29, and City of Pascagoula policies and procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Responsible for duties as set forth by § 21-9-29 of the Mississippi State Code.
- Prepares the annual budget for City Council approval; monitors budget to ensure fiscal soundness; acts as a responsible steward of the City's welfare and resources; prepares and presents periodic financial reports.
- Administers and secures the enforcement of all laws and ordinances of the City.
- Hires, supervises, and terminates all employees of the City, except the City Attorney, City Judge, City Prosecutor, and the Council may, in its discretion, appoint the City Clerk.
- Negotiates contracts and makes all purchases for the City, subject to existing laws and subject to the approval of the Council.
- Sees that all terms and conditions imposed in favor of the City or its inhabitants in any statute or municipal ordinance regarding the public utility franchises or other contracts are faithfully kept and performed, and upon knowledge of any violation thereof call the same to the attention of the Council.
- Makes reports or recommendations to the Council upon request, and at least once a year present a written report of their work and the financial condition of the City for the information of the Council and of the public.
- Prepares the agenda for council meetings; ensures that appropriate department or division heads are prepared to address agenda items; provides recommendations to council members, prior to council meetings, in regards to agenda items; attends all council meetings.
- Manages special projects and assignments from Council members; provides feedback and status reports.
- Communicates with Council regarding emergency conditions, situations, and high profile issues in the City; keeps the Council apprised of status of resolution.
- Promotes a positive image and provides positive public relations for the City; promotes and assures productivity, courtesy, and professionalism of city employees, particularly in their dealings with citizens; promotes and assures effective ongoing communications with and between departments and divisions.
- Manages performance of department and division heads by establishing and communicating goals and expectations; holds them accountable for meeting expectations; assesses performance periodically against expectations; and provides feedback.
- Keeps abreast of all relevant conditions and factors; reviews and recommends changes, additions, or deletions to city ordinances in areas such as planning, zoning, noise, undesirable businesses, etc.; establishes and maintains plans for infrastructure improvements such as streets, drainage, sidewalks, etc.; periodically communicates to the Council regarding plans and status.

- Promotes and assures cleanliness and beautification of the City.
- Monitors progress and supports actions relative to the City's long-range strategic plan.
- Promotes and assures the continuous improvement of personnel administration in the City; reports to the Council as appropriate on personnel issues.
- Promotes proactive/assertive leadership by Parks and Recreation in improving maintenance of sports facilities and by partnering with Leagues/Parents.
- Promotes and assures the planning, scheduling, estimating, and timely completion of special projects; keeps Council informed of major projects via monthly status reports that include work area, scheduled start and completion dates, contractors involved, etc.
- Oversees the development, implementation, and communication of a Disaster Preparedness/Recovery Plan for the City; assures incorporation of appropriate lessons learned from past heavy weather events.
- Performs such other duties as may be required by ordinance or resolution of the city council.

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 Human Resources Director, Chief of Police, Fire Chief, Operations Manager, Program Manager, Comptroller, Parks and Recreation Director, and Senior Administrative Secretary on a daily basis. This position indirectly supervises all other employees of the City.

EDUCATION and/or EXPERIENCE:

A high school graduate or its equivalent and an undergraduate degree from an accredited university or college are required; an MBA/MPA from an accredited university or college is preferred. Five (5) to seven (7) years of public sector upper management experience or equivalent combination of related education and experience that results in the required knowledge, skills, and abilities is required.

SPECIAL QUALIFICATIONS:

Knowledge of the principles and practices of public administration, human resource management, governmental accounting, auditing, and public relations are essential. Knowledge of budget preparation and administration, principles of organization and functions of City government units, and state and federal laws in all areas applicable to city government is essential. Skill in developing and administering short and long-range plans is required. A valid Mississippi 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 complex information in a one-on-one, small or large group setting. Strong interpersonal skills are essential to maintain effective working relationships with elected officials, agency representatives, civic groups, employees, and members of the general public. The ability to work effectively and efficiently, under very stressful conditions, to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve, in a courteous and professional manner, complex issues and 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.

Work is largely sedentary; may require periods of sustained sitting and standing.

WORKING ENVIRONMENT:

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

Work is typically performed in a well-lit and adequately heated and ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Occasionally, work is performed outdoors when visiting city work sites and projects. The stress level for this position is very high and the workload often requires this position to work non-traditional hours to ensure deadlines are met in a timely manner.

Regarding the pay scale for the new City Manager position, the Council did not take any action on this matter at tonight's meeting.

Finally, Councilman Corder made a motion to approve the action plan by the City regarding the search for a new City Manager which consists of the following:

- Resumes/applications shall be submitted to Eddie Williams, City Attorney, and reviewed by Mr. Williams and Mayor Robbie Maxwell prior to submitting applicants meeting qualifications to Amy Whitten of The Whitten Group for further processing.
- Deadline for submittal of resumes/applications will be November 15, 2010.
- Advertising for a new City Manager will begin immediately.

The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was Amendment # 14 to the City of Pascagoula Employee Health Care Plan as recommended by Bruce Knott, Human Resources Director. Mr. Knott advised that the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) is a federal law that provides participants who already have benefits under mental health and substance use disorder (MH/SUD) coverage parity with benefits limitations under their medical/surgical coverage. The amendment is spread on the minutes as follows:

**City of Pascagoula
Employee Health Care Plan Amendment #14**

In compliance with the Mental Health Parity and Addiction Equity Act of 2008, the City of Pascagoula hereby amends the City of Pascagoula Health Care Plan effective October 1, 2010 as follows:

Page 3 – SCHEDULE OF BENEFITS - Mental & Nervous Disorder and Chemical Dependency is amended to remove limitations and will read as follows:

Mental & Nervous Disorders/Chemical Dependency:

	<u>Preferred Provider</u>	<u>Nonpreferred Provider</u>
Inpatient Services	80%	50%
Outpatient Services	80%	50%

These changes, as approved by the City of Pascagoula on the _____ day of _____, _____, are effective October 1, 2010. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

By: _____

Title: _____

Date: _____

Councilman Stallworth made a motion to approve Amendment #14 to the City of Pascagoula Employee Health Care Plan as recommended and authorized the Mayor to execute the related document. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was a request for approval of a 1.75% COLA increase for the temporary Code Enforcement employees to offset the PERS increase as recommended by Bruce Knott, Human Resources Director. A memo regarding this item is as follows:

interoffice memorandum

To: Kay Kell
Council Members
From: Bruce E. Knott
Subject: COLA for temporary employees
Date: 10/20/2010

Our temporary Code Enforcement employees are required to pay into PERS. However, the COLA increase that was just passed did not include these individuals. To offset the recent PERS increase, we respectfully request the pay for these individuals be increased from \$13.87 an hour to \$14.11 an hour.

The City would not incur any costs as these individuals are paid for by a grant.

Councilman Stallworth made a motion to approve a 1.75% COLA increase for the temporary Code Enforcement employees to offset the PERS increase as recommended. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was an agreement with Sunbelt Fire, Inc., Fairhope, AL, for the purchase of F-550 Ford Crew Cab 4 x 2 chassis for \$155,740.00 for the Fire Department as recommended by Eddie Williams, City Attorney, and Bobby Parker, City Clerk/Comptroller. Funding will come from the Fire Insurance Rebate Account.

After discussion, Councilman Abston made a motion to approve the agreement with Sunbelt Fire, Inc., Fairhope, AL, for the purchase of F-550 Ford Crew Cab 4 x 2 chassis for \$155,740.00 for the Fire Department as recommended and authorized 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 10-5-10)

(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 request to advertise the resources of the Pascagoula Impact Show Choir as presented by Bobby Parker, City Clerk/Comptroller. The recommended amount was \$250.00.

Councilman Stallworth made a motion to advertise the resources of the Pascagoula Impact Show Choir for \$250.00 as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was a request to authorize the Mayor to execute the conditional award agreement and issue a letter designating authorized signatures for the MDA American Recovery and Reinvestment Act Energy Efficiency and Conservation Block Grant as recommended by Harry Schmidt, Community Development Director. This will provide funding to replace incandescent street lights within the City of Pascagoula with energy efficient LED street lights. The grant award totals \$99,952.00 and there is no match required.

Councilman Wolverton made a motion to authorize the Mayor to execute the conditional award agreement and issue a letter designating authorized signatures for the MDA American Recovery and Reinvestment Act Energy Efficiency and Conservation Block Grant, as recommended. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

(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 an amendment to the Construction Engineering and Inspection contract with Neel-Schaffer, Inc., Pascagoula, MS, for the Historic Pathway and Boat Launch Project (STP-0370-00(018) LPA/105401-701000) as recommended by Jaci Turner,

Program Manager. The amendment does not impact compensation, time, or goals of the contract. It is a modification of the list of employee classes that will be used to complete the work. Since the list is modified from the contract approved by MDOT, an amendment is necessary.

Councilman Stallworth made a motion to approve the amendment to the Construction Engineering and Inspection contract with Neel-Schaffer, Inc., Pascagoula, MS, for the Historic Pathway and Boat Launch Project (STP-0370-00(018) LPA/105401-701000) as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

(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 Memorandum of Understanding with the Mississippi Department of Transportation (MDOT) for the Beach Promenade Project Pedestrian Pathway along Beach Boulevard as recommended by Jaci Turner, Program Manager. The MOU outlines the responsibilities and funding as required to complete the project.

Councilman Milstead made a motion to approve a Memorandum of Understanding with the Mississippi Department of Transportation (MDOT) for the Beach Promenade Project Pedestrian Pathway along Beach Boulevard as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

(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 request to approve a Preliminary Engineering Design Services Contract with Brown & Mitchell, Inc., Gulfport, MS, for design work associated with the portion of the Promenade Project (Project No. STP-8961-00(006) LPA/106061-701000) funded through MDOT Transportation Enhancement funds as recommended by Jaci Turner, Program Manager.

Councilman Milstead made a motion to approve a Preliminary Engineering Design Services Contract with Brown & Mitchell, Inc., Gulfport, MS, for design work associated with the portion of the Promenade Project (Project No. STP-8961-00(006) LPA/106061-701000) funded through MDOT Transportation Enhancement funds as recommended and authorized 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 10-5-10)

(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 approval of the closeout documents for the Hurricane Katrina Emergency Repairs to the 11th Street Bulkhead Project with Vice Construction Company, Inc., Moss Point, MS, as recommended by Jaci Turner, Program Manager, and Compton Engineering. The final pay application is \$114,374.10.

Councilman Corder made a motion to approve the closeout documents for the Hurricane Katrina Emergency Repairs to the 11th Street Bulkhead Project with Vice Construction Company, Inc., Moss Point, MS, approved a manual check for \$114,374.10 as recommended, and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

(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 Change Order No. 5 to the contract with Flagstar Construction Company, Inc., Gulfport, MS, for the Hurricane Katrina Emergency Repairs to the Police Training Academy Project as recommended by Jaci Turner, Program Manager, and Compton Engineering. The change order is for an additional 14 calendar days (no additional cost) to address issues regarding the epoxy floor finish.

Councilman Abston made a motion to approve Change Order No. 5 to the contract with Flagstar Construction Company, Inc. for the Hurricane Katrina Emergency Repairs to the Police Training Academy Project as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

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

Next for discussion was the selection of a Riverfront Redevelopment Team following a workshop held on September 29, 2010, with the two firms who submitted proposals which were Intervest and Sunbelt.

At this time, Ms. Turner requested authorization for the City Manager, City Attorney, and staff to negotiate with Intervest on the riverfront project based on submittals, interviews, presentations, and staff evaluation of proposals. She stated any contracts or agreements

negotiated will be brought before the Council for further consideration at the time they are prepared.

Councilman Corder made a motion to authorize the City Manager, City Attorney, and staff to negotiate with Intervest on the riverfront project based on submittals, interviews, presentations, and staff evaluation of proposals as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The next item for consideration was the Grooming, Dragging, Lining, Fertilization, Weed and Pest Control Agreement between the City of Pascagoula and John S. Jordan DBA Turf Masters Lawncare, Pascagoula, MS, as recommended by Darcie Crew, Parks and Recreation Director. The agreement is for three years with a one-year renewal option beginning November 6, 2009, through November 5, 2012. Councilman Corder expressed appreciation to Steve Jordan for the hard work with all the cemeteries around the City, and especially Jackson County Memorial Park.

Councilman Stallworth made a motion to approve the Grooming, Dragging, Lining, Fertilization, Weed and Pest Control Agreement between the City of Pascagoula and John S. Jordan DBA Turf Masters Lawncare, Pascagoula, MS, effective November 6, 2009, through November 5, 2012, with a one year renewal option, as recommended and authorized the City Manager to execute the related documents. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 10-5-10)

The contract is spread on the minutes as follows:

CITY OF PASCAGOULA

GROOMING, DRAGGING, LINING, FERTILIZATION, WEED AND PEST CONTROL AGREEMENT

BALL FIELDS

This agreement made and entered into on the 5th day of October, 2010 by and between The City of Pascagoula, Mississippi, acting by and through its City Council, hereinafter referred to as "City", and John S. Jordan DBA Turf Masters Lawncare, hereinafter referred to as the "Company"

WITNESSED:

WHEREAS, City is desirous of securing the services of a private firm or person to perform all the labor including, but not limited to watering, dragging, raking, lining, fertilizing and

controlling of weeds and pests for ball fields listed in Exhibit "A" under the terms and conditions specified herein:

Whereas, the Company is desirous of providing the aforementioned services.

NOW, THEREFORE, IT IS HERBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1. Pests. All turf-damaging pests including, but not limited to, mole crickets, fire ants, grubs, and army worms.

2. TERM:

The term of this Agreement shall be for three (3) years with a one-year renewal option upon mutual agreement by both parties. The original term shall begin on 11-06-09, and continue through 11-05-12.

3. SCOPE OF WORK:

- 3.1 The scope of work to be rendered hereunder by the Company is as set forth in this agreement and in attached Exhibit "A". The Company will perform all labor including, but not limited to watering, raking, dragging of clay infields, fertilizing, and controlling weeds and pests. Lining will be 4" width for all painted surfaces and 2" to 4" width for dry marked surfaces as specified by the Parks & Recreation Director.
- 3.2 The City may designate in writing the addition or removal of a particular area. In the event of an addition, the parties shall negotiate in good faith a rate for any additions. In the event of a removal of an area, the Company shall not be paid for the area.
- 3.3 The Company shall provide toilet facilities for its employees.
- 3.4 If a water supply source is needed and not available at a job-site, the Company shall make arrangements for its employees.
- 3.5 If needed, the Company shall make arrangements for a source of electricity.
- 3.6 The Company shall provide all of the labor, equipment, machinery, materials and supervision necessary to carry out the terms of this contract. The City will provide an Inspector to verify the accuracy of the Company's daily reports. This in no way relieves the Company of its responsibilities to ensure the work is completed.
- 3.7 The Company represents that each site to be maintained has been inspected and accepts the conditions that exist on all such sites "as is". With regard to proposed size, length, ground condition or other matters, the City makes no warranties.

3.8 The Company understands that the facilities being maintained are public and open. Proper safety measures to protect the safety of all persons, as well as, public and private property, shall be taken. When encountered, the Company shall immediately report any unsafe condition to the Public Works Department.

3.9 The Parks & Recreation Director will provide a schedule of games for field marking for regular season and tournament play. If any changes are made to the original schedule, a 36 hour notice will be provided to the Company.

4. POINT OF CONTACT:

All dealings and contacts between the Company and the City shall be directed to the Parks and Recreation Director or his designee, who will serve as the City's Contract Administrator.

5. COMPLIANCE:

5.1 The Company shall be responsible for all record keeping, reporting, accounting and other documentation required of the Company by applicable laws, ordinance and regulations and the Company shall insure that all service provided by it under this agreement shall be in compliance with all federal, state and local laws, ordinances, regulations and orders applicable. This Agreement shall be amended to effect changes that may occur with such laws.

5.2 The Company shall be responsible for determining the required kind and amounts of chemicals needed to accomplish work. All chemicals shall be in accordance with Mississippi State Department of Agriculture and all other state regulations.

5.3 All fertilizers will be USDA approved. The type and amount will be determined by periodic soil testing of facilities.

5.4 The chemicals used shall be labeled appropriately and shall be suitable for use in areas where water is present.

6. INSURANCE:

6.1 During the term of this agreement, the Company shall maintain in full force and effect the following insurance; including, provisions from all carriers that policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000 per occurrence
C. Bodily Injury	\$500,000 per occurrence
D. Except Automobile	\$500,000 aggregate

E. Property Damage Liability	\$300,000 per occurrence
F. Except Automobile	\$500,000 aggregate
G. Automobile Bodily Injury	\$500,000 per person
H. Liability	\$500,000 per occurrence
I. Automobile Property	
J. Damage Liability	\$500,000 per occurrence
K. Excess Umbrella Liability	\$500,000 per occurrence

6.2 The Company shall provide the City a ‘Certificate of Insurance’ evidencing the required coverages and amounts with the City to be named as an additional insured by endorsement. Said coverage will be maintained throughout the life of this agreement.

7. COMPANY’S PERSONNEL:

7.1 The Company shall assign a qualified person or persons to be in charge of its performance of this Agreement and shall notify the City of such person in writing and whenever changes occur.

7.2 Each driver shall, at all times, carry a valid State of Mississippi driver’s license for the type of vehicle being driven.

7.3 The Company shall provide operating and safety training for all personnel, except for temporary labor hired through temporary employment services. It shall be the responsibility of such temporary employment services to insure that their employees have received adequate operating and safety training.

7.4 The Company shall deny no person employment for reasons of age, race, color, sex, creed, religion, national origin, disability or veteran status.

7.5 All persons employed by the Company shall be competent, skilled and qualified in the performance of work to which they are assigned.

7.6 All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Company shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties.

7.7 At no time shall Company employees solicit, request or receive gratuities of any kind.

7.8 The Company shall inform its employees that anyone who engages in misconduct or is incompetent or negligent in the performance of their duties or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Company.

8. EQUIPMENT:

8.1 The Company shall provide safe and adequate equipment in good mechanical condition, sufficient to perform the work contemplated under the contract.

8.2 The City shall have the right to inspect the equipment and any equipment records related to the performance of this Agreement.

10. DISPUTES:

Any dispute or claim arising from this contract shall be made in writing and notice thereof provided to the other party within thirty (30) days, of the event or occurrence giving rise to the dispute. Any dispute or claim not made within the time and manner provided for herein shall be deemed waived. Any dispute arising under this Agreement, which is not disposed of by agreement of the Company and City Contract Administrator may be resolved on request of either party by non-binding mediation. The parties must proceed diligently with contract performance. A claim for money must be in writing, for a sum certain and any money requested must be fully supported by all cost and pricing information. In the event a claim or controversy arises concerning this Agreement, either party may elect upon written notice to the other to submit such claim or controversy to be settled by non-binding mediation. Such mediation shall be conducted by a neutral mediator selected by the parties. Such mediator shall be an attorney in good standing with the Mississippi Bar Association and who has the qualifications to serve as a mediator in civil disputes. The parties agree that the mediator may hear from any witnesses that the parties choose to present and shall be allowed to consider whatever documents the parties have in their possession in support of their respective claims. Should mediation fail to resolve the dispute, then in such event, either party may resort to a court of competent jurisdiction in Jackson County, Mississippi for redress of any grievance that has arisen under this Agreement.

11. STANDARDS FOR MEASURING RESULTS:

11.1 The Company owner or his designee shall meet the last Monday of each month with the Parks and Recreation Director or his designee to discuss progress of the Agreement.

11.2 The Parks and Recreation Director or his designee will monitor the work on a day-to-day basis. A daily report of work completed by the Company the previous day shall be submitted no later than 7:00AM the next day. Work under this Agreement shall be done in a professional and workmanlike manner. If work is believed to be unsatisfactory, the Parks and Recreation Director shall notify the Company in writing. The Company shall remedy the defective work within 24 hours of notification. Failure to remedy the defective work will result in the Company not receiving compensation for that portion of work.

11.3 Damages caused by the Company to public or private property shall be repaired within 48 hours.

12. FORCE MAJUERE:

From and after the commencement date, the Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of the Company unless such cause or causes is a result of action or non-action by the Company.

13. DEFAULT/PENALTY:

Except as otherwise provided herein, if either party breaches this Agreement or Defaults in the performance of any of the covenants or conditions contained herein for ten(10) working days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least twenty (20) days after the (10) working days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to , the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. Both parties recognize that time is of the essence in carrying out the terms of this Agreement.

14. NON-EXCLUSIVE AGREEMENT:

This Agreement shall not constitute a franchise or exclusive right to perform any other work than that contemplated in this agreement.

15. NOTICE:

A letter addressed and sent by certified United States mail to each party at the business address specified shall be sufficient notice whenever required for any purpose in this Agreement. Also, the addresses designated at this address may be changed from time to time by written notice sent by certified U.S. Mail as provided herein.

City: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568
Attn: Parks & Recreation Director

With one copy to: City of Pascagoula

P.O. Drawer 908
Pascagoula, MS 39568
Attn: City Manager

Company: John S. Jordan DBA, Turf Masters Lawncare
3210 Ingalls Ave.
Pascagoula, MS 39567

16. MODIFICATION:

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

17. LAW TO GOVERN:

This Agreement shall be governed by the Laws of the State of Mississippi both as to interpretation and performance.

18. SEVERABILITY:

18.1 In case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been stated herein.

18.2 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

18.3 Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof or to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.

19. INDEMNITY

The Company shall indemnify and hold harmless the City from any and all claims for damages that may arise from the Company's negligent performance of its duties under this Agreement. This indemnity shall include, but not limited to, any judgments for damages against the City, attorney fees, court costs and expenses of litigation.

IN WITNESS WHEREOF, the parties hereto cause this document to be signed and sealed this 5th day of October, 2010, by their respective representatives.

The City of Pascagoula, Mississippi

**John S. Jordan, DBA Turf Masters
Lawncare**

City Manager

Owner

Attest:

City Clerk

Authorized by City Council at meeting on October 5th, 2010.

EXHIBIT "A"

**GROOMING, DRAGGING, LINING
FERTILIZATION, WEED AND PEST
CONTROL AGREEMENT**

BALLFIELDS

BALLFIELDS - Watering, raking, dragging, lining.

ITEM #	Area	Sport	Price Per Lining
1FDL1	Tucker St	Football	\$ 131.00
5FDL1	Soccer Complex	Soccer	\$ 388.00
6FDL1	Dixie Youth Complex	Baseball	\$ 129.00
8FDL1	Ingall's Field	Baseball	\$ 67.00
9FDL1	12th St. Softball	Softball	\$ 137.00
4FDL3	Louise St.	Softball	\$ 112.00
10FDL1	MCC Park	Softball	\$ 92.00

BALLFIELDS - Fertilization, Weed and Pest Control

ITEM #			
1FWP1	Soccer Complex 16.5 Acres		\$ 20,735.00
3FWP1	Outside Bermuda areas of DY & MCC infield		\$ 2,860.00
2FWP1	Dixie Youth Complex		\$ 5,720.00
4FWP1	12 th Street Softball Complex		\$ 4,360.00
			\$ 33,675.00

The total of \$33,675 is a fixed rate annual price and will be paid \$2806.25 per month

Field Dragging, Grooming and Lining Package Costs

Area	Sport	Price Per Lining	Est. # of Linings	Total Cost per Area
Tucker St	Football	\$ 131.00	10	\$ 1310.00
Soccer Complex	Soccer	\$ 388.00	20	\$ 7,760.00
Dixie Youth Complex	Baseball	\$ 129.00	64	\$ 8,256.00
Ingall's Field	Baseball	\$ 67.00	16	\$ 1072.00
12th St. Softball	Softball	\$ 137.00	64	\$ 9,179.00
Louise St.	Softball	\$ 112.00	16	\$ 1,792.00
MCC Park	Softball	\$ 92.00	20	\$ 1840.00
Total Cost/Year for Private Contract				\$ 23,012.00

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

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

ORDER

WHEREAS, the attached docket of claims for the period September 17, 2010, through October 1, 2010, has been presented to the City Council for allowance and approval.

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

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

hereby allowed and approved for payment.

The above Order was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 5th day of October 2010.

Other miscellaneous items briefly mentioned during the meeting were the promenade, Ingalls Avenue road repairs, Pascagoula Street milling, a successful Zonta event, and PHS homecoming.

There being no further business to come before the Council at this time, Councilman Wolverton made a motion to recess until Tuesday, October 19, 2010, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

The meeting ended at 7:03 p.m.

APPROVED:

Robert H. Maxwell, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk