

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 1, 2009, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Tuesday, December 1, 2009, at 6:00 p.m. Mayor Robert H. “Robbie” Maxwell called the meeting to order with the following officials present:

Mayor Robert H. “Robbie” Maxwell
Councilman Joe Abston
Councilman Frank Corder
Councilman Jim Milstead
Councilman Robert Stallworth, Sr.
Councilman-at-Large Harold Tillman, Jr.
Councilman George L. Wolverton, Sr.

City Manager Kay Kell
City Attorney Eddie Williams
City Clerk Brenda Reed

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

Several property cleanup hearings were held at this time. Continued from the Council meeting of October 6, 2009, were 2312 Seneca Avenue and 4806 Seminole Street.

2312 Seneca Avenue – Mark Mosher, owner, addressed the Council and advised that a lot of progress has been made on the property.

4806 Seminole Street – Steve Mitchell, Operations Manager, advised that few repairs have been made to the house. No one was present to represent the property and recommended the case be tabled until the Council meeting of January 19, 2010.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated August 4, 2009, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M.,

September 1, 2009, to determine whether the parcels listed are 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 October 6, 2009; and

WHEREAS, this matter was continued at the October 6, 2009, meeting until December 1, 2009; and

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

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

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

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

SECTION 2. That, if the parcels are not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have each 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 parcels and such costs shall be an assessment against each 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>
42150196.000 2312 Seneca St	Mark Mosher & Mike Hylton Address Unknown	Deed Book 1466, Page 297
41335124.000 4806 Seminole St	Christopher Scott Parent 9341 Dunn Rd Moss Point, MS 39562 (Footnote 1)	Deed Book 1530, Page 602

PARTIES WITH INTEREST

Footnote 1: Keesler Federal Credit Union, 2602 Pass Road, Biloxi, MS 39532

The Resolution was adopted with the following amendments:

2312 Seneca Street – Councilman Corder made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. The motion was seconded for adoption 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”. (Tabled 12-1-09)

4806 Seminole Street – Councilman Stallworth made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. 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”. (Tabled 12-1-09)

The next property cleanup cases were two parcels for 4107 Scovel Road (Parcel # 41475014.000 and Parcel #41475014.050) which was tabled from the Council meeting of October 6, 2009. Steve Mitchell, Operations Manager, gave an update on the property and advised that substantial progress has been made.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated September 1, 2009, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00

P.M., October 6, 2009, to determine whether the parcels listed are 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 October 6, 2009, meeting until December 1, 2009; and

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

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

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

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

SECTION 2. That, if the parcels are not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have each 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 parcels and such costs shall be an assessment against each 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>
41475014.000 4107 Scovel Road	Genevieve Casey 2103 King Avenue Pascagoula, MS 39567	Deed Book 1566, Page 197
41475014.050 4107 Scovel Road	Yvonne Steadman 1108 Lucas Road Gautier, MS 39553	Deed Book 1566, Page 199

The Resolution was adopted with the following amendment:

Councilman Stallworth made a motion to “TABLE” this matter for the two parcels at 4107 Scovel Road until the Council meeting of January 19, 2010. 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”. (Tabled 12-1-09)

A property cleanup hearing was then held for 4611 Fisher Street which was continued from the Council meeting of November 3, 2009. A status report was given by Steve Mitchell, Operations Manager, wherein he advised that no progress has been made. The house must be elevated. No one was present to represent the property.

At this time, the Mayor recommended that a sign be posted on those properties on the City’s demolition list notifying owners of the upcoming demolition work and an approximate time frame for the work.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated September 15, 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., November 3, 2009, to determine whether the parcel is in such a state of uncleanness as to be a menace to the public health and safety of the community; and

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

WHEREAS, this matter was continued at the November 3, meeting until December 1, 2009; 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 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

Tax Parcel Number and <u>Property Address</u>	Owner(s) and <u>Mailing Address</u>	Described at the following Jackson County, MS, <u>Deed Books and Pages</u>
41510002.000 4611 Fisher St.	Charles R. Stephens 10132 Graystone Dr. Moss Point, MS 39562	Deed Book 874, Page 613

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 1st day of December, 2009.

A property cleanup hearing was then held for 4710 Seminole Street which was continued from the Council meeting of September 1, 2009. A status report was given by Steve Mitchell, Operations Manager. A lady was present and advised not much work has been done at this time; however, they are now part of the Small Rental Assistance Program and requested additional time.

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 uncleanness as to be a menace to the public health and safety of the community; and

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

WHEREAS, this matter was continued at the September 1, meeting until December 1, 2009; 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 uncleanness 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>
41335126.000 4710 Seminole St	Jimmy O’Neal Kyzar 1719 Bates St Pascagoula, MS 39581	Deed Book 1551, Page 33

The Resolution was adopted with the following amendment:

Councilman Wolverton made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. 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”. (Tabled 12-1-09)

A property cleanup hearing scheduled for tonight was held regarding the following parcels:

3810 Orchard Road – Steve Mitchell, Operations Manager, advised the lot has been cleared and recommended this case be dismissed.

1011 22nd Street – Steve Mitchell, Operations Manager, gave a brief report on the property. Charlotte Martineau, daughter of the property owner, addressed the Council and advised they have a dumpster on site and plan to demolish the house by the end of February 2010.

2117/2119 24th Street West – Christopher Crawford, property owner, addressed the Council regarding his plans for the property which requires elevation. He requested an additional time of six months to one year.

2011 24th Street – The new property owner was in attendance and advised he acquired it today. He requested 180 days to demolish it himself and then he plans to develop the property.

2203 24th Street – Stanley Williams, property owner, addressed the Council and advised he purchased the property this year and would like to fix it up. The house must be elevated. Mayor Maxwell advised Mr. Williams that he must develop a plan.

1915 24th Street – Peter J. Riehm, owner

1917 24th Street – Peter J. Riehm, owner

The City Attorney advised the property owner could not attend tonight's meeting and recommended these matters be tabled until the Council meeting of January 5, 2010, at the request of Mr. Riehm. A mortgage holder representative, Karen Delk, was in attendance and made brief comments.

3310 Ronnie Avenue – James Champion, owner, and his niece addressed the Council on this property wherein they advised they would like to make repairs to it. Steve Mitchell, Operations Manager, recommended the house be repaired, keep the front part of the house and remove the old trailer.

2116 Alex – Steve Mitchell, Operations Manager, gave a status report on the property and recommended demolition.

A lot on Resca De La Palma – Steve Mitchell, Operations Manager, advised that the lot is in good shape at this time and needs to be maintained. Mr. Mitchell recommended dismissal of the case. Elias Higdon, owner, was in attendance at the meeting.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated October 20, 2009, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., December 1, 2009, to determine whether the parcels listed are 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, the Council has received evidence from the staff of the City as to the condition of each parcel listed and the owners have been given an opportunity to be heard; and

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

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

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

SECTION 2. That, if the parcels are not cleaned by the owners within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have each 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 parcels and such costs shall be an assessment against each parcel.

EXHIBIT A

Tax Parcel Number and <u>Property Address</u>	Owner(s) and <u>Mailing Address</u>	Described at the following Jackson County, MS, <u>Deed Books and Pages</u>
41825082.000 3810 Orchard Rd.	Estate of Samuel A. Miller c/o Mary Ann Young 5112 Center Dr. Moss Point, MS 39563	Deed Book 564, Page 551

41350097.000 1011 22 nd St.	Charles Hubert Parks & Bertha H. Parks 1404 Belair St., Apt. 2 Pascagoula, MS 39567	Deed Book 93, Page 242
41580125.000 2117/2119 24 th St. West	Christopher Crawford 1802 11 th Street Pascagoula, MS 39581 (Footnote 1)	Deed Book 1287, Page 236
41230212.060 2011 24 th St.	Tom Recore 6216 Hermosa Ocean Springs, MS 39564	Deed Book 1531, Page 59
41580124.000 2203 24 th St.	Stanley L. Williams 2207 24 th Street Pascagoula, MS 39581	Deed Book 1558, Page 438
41230182.210 1915 24 th St.	Peter J. Riehm DBA PRMS Properties LLC 4708 Gibson Rd, Box 51 Ocean Springs, MS 39564 (Footnote 2)	Deed Book 1362, Page 709
41230182.055 1917 24 th St.	Peter J. Riehm DBA PRMS Properties LLC 4708 Gibson Rd, Box 51 Ocean Springs, MS 39564 (Footnote 3)	Deed Book 1362, Page 709
41580104.000 3310 Ronnie Ave.	James Champion & Oleta Champion 5252 FMR 3129 Queen City, TX 75572	Deed Book 269, Page 394
41702939.000 2116 Alex	Michael Selmon Address Unknown	Deed Book 958, Page 16
41940017.000 Lot on Resca De Le Palma	Elias Higdon 14451 Fort Lake Rd. Grand Bay, AL 36541	Deed Book 1228, Page 701

PARTIES WITH INTEREST

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

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

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

The above Resolution was adopted with the following amendments:

3810 Orchard Road – Councilman Abston made a motion to “DISMISS” the case at this time. 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”. (Dismissed 12-1-09)

1011 22nd Street – Councilman Corder made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 12-1-09)

2117/2119 24th Street West – Councilman Milstead made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. 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”. (Tabled 12-1-09)

Mayor Maxwell requested a progress report at the meeting of January 19, 2010, by Christopher Crawford.

2011 24th Street – Councilman Wolverton made a motion to “TABLE” this matter until the Council meeting of January 19, 2010 and to proceed to cut the grass. 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”. (Tabled 12-1-09)

2203 24th Street – Councilman Stallworth made a motion to “TABLE” this matter until the Council meeting of January 19, 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 12-1-09)

1915 24th Street and 1917 24th Street -

Councilman Wolverton made a motion to “TABLE” these property cleanup matters until the Council meeting of January 5, 2010. 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”. (Tabled 12-1-09)

3310 Ronnie Avenue – Councilman Wolverton made a motion to “TABLE” this matter until the Council meeting of January 19, 2010. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Tabled 12-1-09)

2116 Alex – Councilman Wolverton made a motion to adopt the above Resolution as recommended for this property. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. The Mayor then declared the Resolution adopted on the 1st day of December 2009.

Lot on Resca De La Palma – Councilman Corder made a motion to “DISMISS” the property cleanup matter at this time. 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”. (Dismissed 12-1-09)

The Council then considered the following consent agenda items:

The first item for consideration was the minutes of the recessed regular Council meeting held on November 17, 2009, as recommended by Brenda Reed, City Clerk.

Councilman Stallworth made a motion to adopt and approve the minutes of the recessed regular Council meeting of November 17, 2009, as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 12-1-09)

Minutes of the Strategic Plan Steering Committee meeting of November 19, 2009, were acknowledged by the Council.

Minutes of the Historic Preservation Commission meeting of November 18, 2009, were acknowledged by the Council.

The next item for consideration was a request for \$5,000.00 for postage funds for the direct debit/postage on call meter setting service with Neo-Post at City Hall as recommended by Brenda Reed, City Clerk.

Councilman Stallworth made a motion to approve the request for \$5,000.00 for postage funds for the direct debit/postage on call meter setting service with Neo-Post at City Hall 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 12-1-09)

Next for consideration was approval to retire fixed asset # 13816, # 13817, # 13819, and # 13820 Harley Davidson motorcycles at the Police Department which are being traded in on new motorcycles as per the lease agreement and as recommended by Jeane Bull, Assistant Comptroller.

Councilman Stallworth made a motion to retire fixed asset # 13816, # 13817, # 13819, and # 13820 Harley Davidson motorcycles at the Police Department which are being traded in on new motorcycles as per the lease agreement and as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 12-1-09)

The next item for consideration was approval to retire two damaged fixed assets # 12521 (a Crown Victoria vehicle) and # 13818 (a Harley Davidson motorcycle) at the Police Department as recommended by Jeane Bull, Assistant Comptroller.

Councilman Stallworth made a motion to retire two damaged fixed assets # 12521 (a Crown Victoria vehicle) and # 13818 (a Harley Davidson motorcycle) at the Police Department 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 12-1-09)

The next item for consideration was an extension of the Service Agreement for Miscellaneous Utility Repairs with Graham Construction Company, Inc., Escatawpa, MS, as recommended by Steve Mitchell, Operations Manager. The extension is for one year effective December 17, 2009, through December 16, 2010.

Councilman Stallworth made a motion to approve the extension of the Service Agreement for Miscellaneous Utility Repairs with Graham Construction Company, Inc. for one year 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 12-1-09)

The next item for consideration was a request to acknowledge receipt of three checks from Habitat for Humanity totaling \$11,633.00 as a refund for the down payment assistance program as recommended by Harry Schmidt, Community Development Director. The funds were incompatible with additional grant assistance offered to the families by Habitat.

Councilman Stallworth made a motion to acknowledge the receipt of three checks from Habitat for Humanity totaling \$11,633.00 as a refund for the down payment assistance program 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 12-1-09)

The next item for consideration was a request to advertise for bids for the Old Mobile Highway ARRA (stimulus) project between 14th Street and Chicot Road as recommended by Jaci Turner, Program Manager.

Councilman Stallworth made a motion to approve the request to advertise for bids for the Old Mobile Highway ARRA (stimulus) project between 14th Street and Chicot Road 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 12-1-09)

The next item for consideration was a request to advertise for RFP's for disaster debris monitoring as recommended by Steve Mitchell, Operations Manager.

Councilman Stallworth made a motion to approve the request to advertise for RFP's for disaster debris monitoring 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 12-1-09)

Next for consideration was a budget amendment for the Beach Park Restroom Project, as recommended by Jeane Bull, Assistant Comptroller. This project was not completed from last year's budget and was inadvertently left off the original list. The budget amendment is spread on the minutes as follows:

December 1, 2009

Amended Budget <u>As of</u> <u>12/1/09</u>	Budget <u>Amendment</u>	Revised Amended <u>Budget</u>
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General Fund

Revenues:

Carryover Funds/Sale of Surplus	3,414,232	250,000	3,664,232
Total Revenues	<u>3,414,232</u>	<u>250,000</u>	<u>3,664,232</u>

Expenditures:

**Grants Administration
Other Charges -**

Beach Park Restrooms	0	250,000	250,000
Total Expenditures	<u>0</u>	<u>250,000</u>	<u></u>

**Budget Amendment to rollover
Beach Park Restroom Project that was not completed
from FY 2009 budget. Inadvertently left off original list.
These funds to come from the
additional carry over against
beginning cash.**

Councilman Stallworth made a motion to approve the budget amendment for the Beach Park Restroom Project as shown above and as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 12-1-09)

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

December 1, 2009

Amended Budget <u>As of</u> <u>12/1/09</u>	Budget <u>Amendment</u>	Revised Amended <u>Budget</u>
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Utility Fund

Expenditures :

**Metering Services -
Other Charges**

Auto Maintenance	2,000	-1,600	500
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**Metering Services -
Capital Outlay**

Mobile Equipment	4,100	1,600	5,700
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_____	_____	_____

Budget Amendment to give budget authority to Metering Department for additional repairs to damaged truck # U-11. Truck damaged during accident on August 27, 2009.

Councilman Stallworth made a motion to approve the budget amendment for the Utility Fund as shown above and as recommended. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 12-1-09)

The next item for consideration was a Resolution to set liens for various properties as recommended by the City Attorney. The Resolution is spread on the minutes as follows:

RESOLUTION

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, this City Council heretofore adjudicated, after lawful notice and hearing, that the parcel of land described hereinafter was in such a state of uncleanness as to be a menace to the public health and safety of this community and authorized it to be cleaned by the City; and

WHEREAS, the parcel has been cleaned by the City; and

WHEREAS, it is hereby adjudicated that the amount set opposite the parcel listed hereinafter is the actual cost of cleaning of the parcel;

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

SECTION 1. That the parcel of land listed below, which is described by reference to deed recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning of the parcel appearing opposite.

SECTION 2. That the amount is hereby declared to be an assessment and lien against the parcel listed below, which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgments are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the lien in the manner provided by law for the sale of land for delinquent taxes, to wit:

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>	<u>Cost of Cleaning</u>
41350092.000 1117 22 nd Street	Bank of NY 7105 Corporate Drive Plano, TX 75029 and Paul Schmitz 1203 22 nd Street Pascagoula, MS 39567	Deed Book 1532, Page 216	\$2,700.00

The above Resolution was introduced by Councilman Stallworth, seconded for adoption by Councilman Corder, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverson "AYE". The Mayor then declared the Resolution adopted on the 1st day of December 2009.

The next item for consideration was the renewal of the Memorandum of Agreement for continuation in the Mississippi Main Street Association's Main Street Program for 2010 as recommended by Rebecca Davis, Main Street Director.

Councilman Stallworth made a motion to approve the renewal of the Memorandum of Agreement for continuation in the Mississippi Main Street Association's Main Street Program for 2010 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 12-1-09)

The agreement is spread on the minutes as follows:

**MEMORANDUM OF AGREEMENT FOR CONTINUATION IN
MISSISSIPPI MAIN STREET ASSOCIATION'S
MAIN STREET PROGRAM
2010**

This agreement is entered into and executed by the Mississippi Main Street Association (hereinafter referred to as the "MMSA") and the City of _____ and/or sponsoring organization _____, (hereinafter referred to as the "community").

Whereas, this agreement is for the purpose of said community continuing to participate in the Mississippi Main Street Program, and

Whereas, the MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities;

Now, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following:

Section I: The Community Agrees To:

Please read the following items carefully and initial where indicated.

Initial:

___ 1. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program. In the event the manager's position is vacated during the term of this agreement, the community agrees to fill the position within ninety (90) days, and to send the manager to Manager Training as designated by the MMSA as soon as the position has been filled.

___ 2. Expend funds and in-kind services for continuation of the Main Street Program, including but not limited to maintaining a full-time office with the necessary travel and operating

budget for the local program. A copy of the community's Main Street Program budget is required.

____ 3. Continue to implement a comprehensive approach to downtown revitalization following the **Four Point Approach**[™] methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of annual written work plans for the local Main Street Program and the establishment of a strong, broad-based organizational system to include but not be limited to the following committees: organization (which would include nomination and executive), promotion, design and economic restructuring.

____ 4. Concentrate the Main Street Program activities within the boundaries that are designated by the local program. This may include entryways and approaches to the Main Street district, as well as neighborhoods with housing and commercial strips, as they may affect the Main Street District.

____ 5. File all applicable IRS forms file in accordance with state and federal taxation laws. (<http://www.irs.gov/charities/article/0,,id=185561,00.html> Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office. Mississippi forms and a list of exclusions are available at <http://www.sos.state.ms.us/forms/forms.asp>

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

____ 7. Authorize and support the local program manager's attendance and participation in Main Street Manager meetings scheduled four (4) times each year around the state. The community shall be responsible for the manager's travel costs and expenses associated with these meetings, unless otherwise authorized by the MMSA in writing. If the Program Manager cannot attend, another program representative should attend.

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

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

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

____ 11. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level; Agree to acknowledge being an official Mississippi Main Street city and membership in the MMSA on all printed and electronic materials, (i.e. websites, newsletters and brochures) and be a Network Member of the National Trust Main Street Center. Logo specifications will be provided by MMSA.

____ 12. Maintain broad-based community support for the program by the public and private sectors through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center, as they relate to the local Main Street Programs and the efforts of downtown revitalization in Mississippi.
2. Conduct an annual Main Street **Four Point Approach**TM training session for all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.
3. Conduct regional training sessions for new board members, and one on-site training session in the community for development of goals, objectives and annual work plan. Need and schedule will be determined by the MMSA District Director. The MMSA will also provide guidelines and other materials designed to assist in the educational process.
4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference, as well as the Destination Downtown Conference, qualifies as “official training.”
5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.
6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.
7. Provide a resource library with continuing updates on information available through the resource center at the MMSA, from the National Trust Main Street Center and other sources. These resources will be made available through written and phone requests and by visiting the MMSA website.
8. Provide as part of the resource center, audio-visual and published materials relating to downtown revitalization on a loan basis.
9. Conduct a one-day site visit, round table discussion or conference call with local Board,

Committee Chairs and Manager to evaluate the program's progress for the past year and aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community Jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on or about January 1, 2010 and ending on December 31, 2010. It may be extended or revised by both parties.
2. Notwithstanding any other provisions of this agreement, if funds anticipated for continued fulfillment, at the agreement are, at any time, not forthcoming or insufficient, either through the failure of the State of Mississippi to appropriate funds for continuation of the contractual agreement with the MMSA, or discontinuance or material alteration of the program for which funds were provided, then the MMSA shall have the right to amend or terminate this agreement without penalty by giving the community not less than sixty (60) days written notice.
3. Should a local Main Street program fail to comply with the provisions of the annual Memorandum of Agreement, the Main Street State Coordinator (Executive Director) may choose to send that program a written initial warning. At that time, the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the State Coordinator (Executive Director) ninety (90) days following the first warning.
4. Jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

BY: _____ **DATE:** _____
MAYOR

LOCALITY

BY: _____ **DATE:** _____
PRESIDENT/BOARD CHAIRPERSON

NAME OF SPONSORING ORGANIZATION

BY: _____ **DATE:** _____
MMSA BOARD OF DIRECTORS PRESIDENT

BY: _____ **DATE:** _____
MMSA EXECUTIVE DIRECTOR

CHECKLIST FOR Memorandum of Agreement Enclosures

Please ensure that all of the following required documents are sent to MMSA:

- _____ 1. The 2010 Memorandum of Agreement, signed and dated by the Mayor and/or local program sponsor, board president or chairperson.
- _____ 2. Mississippi Main Street Contact Information Sheet
- _____ 3. A copy of the community's current Main Street Program Budget
- _____ 4. A copy of the community's Program of Work for 2010.
- _____ 5. A complete list of local board members. Please include name, address, email address and telephone numbers.

MAIN STREET MANAGER REMINDERS:

- 1. Main Street Managers must attend the four (4) quarterly Manager Training events per year. (Destination Downtown is considered a quarterly manager training.)

If needed, one of the following meetings may be used as a substitute for one of the quarterly

Main Street Trainings:

- National Main Street Conference
- Mississippi Tourism Association Governor's Conference on Tourism
- Mississippi Economic Development Council annual meeting
- Mississippi Heritage Trust annual meeting
- MS/AL Rural Tourism Conference
- Miss/Lou Rural Tourism Conference
- MDAH Preservation Bootcamp

- 2. Main Street Managers must submit a completed Monthly Report to the MMSA District Director and the MMSA Executive Director within fifteen (15) days of the end of each month.

Please promptly return the signed 2010 Memorandum of Agreement and all required additional materials to:

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

MISSISSIPPI MAIN STREET ASSOCIATION

Contact Information

MAIN STREET MANAGER Name: _____

Beginning year as Main Street Manager: _____

Email address: _____

Web site address: _____

Office telephone: _____

Cell phone: _____

Fax number: _____

Mailing Address: _____

Physical address: _____

BOARD OF DIRECTORS President: _____

Term of Office dates: _____

Email address: _____

Telephone: _____

Mailing Address: _____

Please submit this form with the Memorandum of Agreement and whenever there is a change in the information.

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

The following new business items were then considered:

The first item for consideration was Task Order No. 13a (amendment to Task Order No. 13) to the agreement with AMEC Earth & Environmental, Inc. (AMEC) for project management of HMGP Project Grant (1604-89) for three emergency generators as recommended by Harry Schmidt, Community Development Director. The purpose of this task order amendment is to change the date of performance from June 6, 2009, to December 31, 2010.

Councilman Corder made a motion to approve Task Order No. 13a (amendment to Task Order No. 13) to the agreement with AMEC Earth & Environmental, Inc. (AMEC) for project management of HMGP Project Grant (1604-89) for three emergency generators 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 12-1-09)

The Task Order No. 13a is spread on the minutes as follows:

**TASK ORDER TO MASTER SERVICES AGREEMENT
Between CITY OF PASCAGOULA, MISSISSIPPI And AMEC EARTH &
ENVIRONMENTAL, INC.**

**Task Order No. 13a (Amendment to Task Order No. 13) –
Project Management of HMGP Project Grant (1604-89) for 3 Emergency Generators**

Pursuant to the Agreement between the *City of Pascagoula, Mississippi* [CITY] and *AMEC Earth & Environmental, Inc.* [AMEC], dated December 6, 2005, CITY hereby authorizes AMEC to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

The purpose of this Task Order Amendment is to change the date of performance from June 6, 2009 to December 31, 2010. This change is reflected in the Task Order summary below and in the detailed scope of services in Attachment 1. All other cost and scope items remain unchanged.

1. Project Name: Project Management of HMGP Project Grant for 3 Emergency Generators.
2. Scope of Work: The Contractor shall perform services as described in Attachment 1.
3. Schedule: The Contractor shall complete all work by December 31, 2010 in accordance with the schedule described in Attachment 1.
4. Compensation: AMEC's total payment authorized under this amended Task Order is fixed fee of: \$ 11,050.00.
5. Payment Schedule: Payment will be made within 45 days of receipt of AMEC's invoice.

6. Invoices: For this Task Order there will be monthly invoices.

ISSUED & AUTHORIZED BY:

ACCEPTED & AGREED TO BY:

CITY OF PASCAGOULA, MISSISSIPPI

AMEC EARTH & ENVIRONMENTAL

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1

Task Order No. 13a

Objective

The objective of this Task Order is to assist the City of Pascagoula with the project management requirements of the Hazard Mitigation Grant Program (HMGP) project grant 1604-89 for 3 emergency generators serving critical facilities of the City of Pascagoula.

Scope

AMEC shall assist with project management requirements of the HMGP project grant which include project specific activities, such as construction oversight, and administrative activities such as quarterly reports, record keeping, and filing claims to the State for reimbursement. The following project management activities, as related to the tasks outlined in the approved grant application, shall be performed as necessary:

Advertise, accept, and award bid

- Assist with bidding process
- Preside at bid opening

Construction process

- Attend pre-construction meetings (up to 2 meetings)
- Verify compliance with wage determinations
- Perform periodic job site visits to verify mitigation progress (up to 3 visits)
- Prepare and submit HMGP project grant forms, as applicable
 - Hazard Mitigation Grant Program Summary of Documentation in Support of Amount Claimed (HMGP-04A)
 - Request for Payment of Hazard Mitigation Assistance
 - Unmet Needs Program
 - Pre-Disaster Mitigation Grant (HMGP-03A)
 - Hazard Mitigation Bureau Quarterly Report
- Maintain project files

Final Inspection and Closeout

- Reconciliation/adjustment of project costs
 - Prepare and submit change orders to FEMA/MEMA, as necessary
- Site visit
 - Accompany state and federal officials on inspection tours (up to 2 tours)
- Deliver documents and files to Community for storage
- Assist with final audit of project, maintaining the following documents:
 - Engineering certificates

The City of Pascagoula is responsible for performing and maintaining all project accounting documents.

Schedule

All project management and administrative activities will be completed during the approved period of performance ending December 31, 2010.

Cost

The cost of project specific management activities is detailed in the project grant application. The cost of project administrative cost is based on a sliding scale established by FEMA.

Task Order No. 13	
Project Management Costs	\$ 11,050.00
TOTAL TASK ORDER FEE	\$ 11,050.00

(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 Change Order No. 2 to the contract with Vision Constructors, Inc. for the Hurricane Katrina Phase II Repairs to the Pascagoula Recreation Center for \$15,263.70 for water damaged flooring and doors on the second floor as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. Damage is eligible for insurance reimbursement.

Councilman Milstead made a motion to approve Change Order No. 2 to the contract with Vision Constructors, Inc. for the Hurricane Katrina Phase II Repairs to the Pascagoula Recreation Center for \$15,263.70 for water damaged flooring and doors on the second floor 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 12-1-09)

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

The next item for consideration was Change Order No. 3 to the contract with Vision Constructors, Inc. for the Hurricane Katrina Phase II Repairs to the Pascagoula Recreation Center for \$4,937.00 for two air conditioner condenser units, as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. Damage is eligible for FEMA reimbursement.

Councilman Stallworth made a motion to approve Change Order No. 3 to the contract with Vision Constructors, Inc., for the Hurricane Katrina Phase II Repairs to the Pascagoula Recreation Center for \$4,937.00 for two air conditioner condenser units 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 12-1-09)

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

Jaci Turner, Program Manager, requested that the closeout documents item for the contract with Vision Constructors, Inc. for the Hurricane Katrina Phase II, Repairs to the Pascagoula Recreation Center, be tabled at tonight's meeting for further review.

The next item for consideration was a request to reject all bids and re-advertise for the 404 Building Mitigation Project (HMGP Wind Retrofit) for the Police Department, Code Enforcement, and Public Works buildings based on non-concurrence from FEMA as recommended by Jaci Turner, Program Manager, and Compton Engineering, Inc. Ms. Turner advised we would like to re-advertise the project with FEMA comments incorporated in the contract documents.

Councilman Wolverton made a motion to approve the request to reject all bids for the 404 Building Mitigation Project (HMGP Wind Retrofit) for the Police Department, Code Enforcement, and Public Works buildings based on non-concurrence from FEMA and authorized the City Clerk to re-advertise the project with FEMA comments incorporated in the contract documents as recommended. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 12-1-09)

The next item for consideration was a contract with Delta Sanitation, LLC, (f/k/a Delta Sanitation of Mississippi, LLC) for bulky waste collection and disposal services as recommended by Steve Mitchell, Operations Manager. The City Attorney also recommended

approval of a proposed lease with Delta Sanitation, LLC, for a certain piece of City equipment at a cost of \$100.00 per day until Delta's equipment is delivered.

After discussion, Councilman Stallworth made a motion to approve the contract with Delta Sanitation, LLC (f/k/a Delta Sanitation of Mississippi, LLC) for bulky waste collection and disposal services as recommended and authorized Mayor Maxwell to execute the related document. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 12-1-09)

The contract is spread on the minutes as follows:

**Bulky Waste Collection Contract between the City of Pascagoula, Mississippi and
Delta Sanitation, LLC**

THE STATE OF MISSISSIPPI
CITY OF PASCAGOULA

THIS CONTRACT (hereafter the "Contract") is made by and between the City of Pascagoula, Mississippi, a Municipal Corporation of Jackson County, Mississippi (hereafter the "City") and Delta Sanitation, LLC (f/k/a Delta Sanitation of Mississippi, LLC), 4205 Beasley Road, Gautier, MS. (hereafter the "Contractor"), both acting by and through their duly authorized agents and representatives. (The City and the Contractor may be hereinafter referred to together as the "Parties.")

RECITALS

WHEREAS, the City desires to provide residential and light commercial customers within its incorporated areas with curbside yard and bulky waste collection, transport, disposal services by engaging an independent contractor to perform such services; and,

WHEREAS, Contractor has provided the City with a response to its Request for Proposals (hereafter "RFP") dated November 4, 2009 for bulky waste collection services on a contract basis; and

WHEREAS, the City desires to engage Contractor, with respect to that level of service more specifically described in Contractor's response to the RFP dated November 4, 2009 and subsequent representations, both written and oral.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein set forth, the Parties mutually agree as follows:

Section 1. DEFINITIONS

Unless otherwise specified herein the following terms shall have the following meanings:

1.1 "Collect", "Collected", and "Collection" shall mean and refer to the picking up and transporting, storage, delivery to the appropriate Disposal Site for proper disposal of bulky waste from Customers, all in compliance with applicable federal, state, and local laws, statutes, orders, rules, and regulations.

1.2 "Contract Year" shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.

1.3 "Environmental Laws" shall mean any and all state, federal, and local statutes, rules, regulations, and orders relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste

Amendments of 1984, 42 U.S.C., section 6901, et seq., the Comprehensive Environmental Response Compensation, and Liability Action of 1980, 42 U.S.C. section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. section 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. section 1251, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C., section 2601, et seq., the Safe Drinking Water Act, 42 U.S.C. sections 300f-300j, the United States Environmental Agency's rules concerning Underground Storage Tanks, 53 Fed. Reg. 37082 (9/23/88), all as amended now and in the future, and any similar federal, state, and local environmental statutes and orders and the rules and regulations, orders and decrees now or hereafter promulgated there under.

1.4 "Equipment" shall mean all vehicles, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.

1.5 "City" As used in this Contract, "City" shall mean Pascagoula, Mississippi.

1.6 "Construction Materials" shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.

1.7 "Bulky Waste" shall mean tree trimmings, yard waste such as leaves and vegetation, uncontainerized debris such as furniture, rotted lumber, old carpet, non-combusting trash which shall be collected by the Contractor. The term Bulky Waste does not include hazardous waste as defined by the EPA (and which shall include any material that is volatile, highly flammable, explosive, biomedical, infectious or toxic) tires, bricks, auto body parts, Construction Materials, or household garbage or appliances.

1.8 "Light Commercial Unit" shall mean any commercial unit which generates no more than the equivalent of two (2) ninety-six (96) gallon carts of containerized commercial solid waste per week.

1.9 “Residential Unit” shall mean any place of abode which is suitable for permanent or transient family or individual residential use. Each residential unit or multi-family dwelling with less than 8 units shall be serviced under this contract.

1.10 “Point of Contact” All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or Designate. The City’s point of contact for day- to-day operational issues will be the Contractor’s local representative. All official correspondence from the City shall be directed to Contractor’s corporate office in Gautier, MS.

1.11 “City Facilities” Shall mean parks, offices and any other real property owned or regulated by the City.

Section 2. GRANT OF LICENSE; CONTRACT DOCUMENTS

For and in consideration of the covenants, Contracts, and promises contained herein, the City grants to the Contractor an exclusive license to conduct the business of Bulky Waste collection to Residential Units and Light Commercial Units in the City of Pascagoula, Mississippi and the right to use the public streets, alleys, and thoroughfares within, the corporate limits of the City for the purpose of engaging in the business of Bulky Waste collection located within the City. The Contractor agrees to make such collections available to all Residential Units and Light Commercial Units within the City at the designated curbside collection point, which shall be on public property or within a public right of way adjacent to a public road and agrees that such collections will be performed pursuant to and consistent with the terms of this Contract, as well as all orders and regulations of the City governing or relating to the collection of solid waste. The parties agree that the Contract Documents shall consist of the following:

1. This Contract;
 2. Request For Proposals dated November 4, 2009
 3. The Contractor’s proposal to provide solid waste collection dated November 4, 2009.
- These documents from the Contract and are part of this Contract as if fully set forth herein. The Contract Documents are complimentary, and what is called for by one shall be binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved in the order of precedence listed above.

Section 3. BASIS AND METHOD OF PAYMENT

3.1 Billing, and Collection: City shall provide billing and bill collection services through their utility billing system contract billing shall be based on a beginning base count of 6,889 Residential Units and Light Commercial Units combined as of November 1, 2009, which shall be adjusted monthly by the City based on the number of increases or decreases in active Residential Units and Light Commercial Units as billed by the City. This information shall be communicated to Contractor in writing within the first five (5) working days of the month. The parties agree that each shall promptly notify each other no later than ten (10) days after any perceived discrepancy in customer count.

3.2 Contractor's Compensation: The Contractor shall bill the City for service rendered to the Residential Units and Light Commercial Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the expiration of 45 days from invoicing. Such billing and payment shall be based on the prices rates and schedules set forth below. The Contractor shall be entitled to payment for services rendered to Residential Units and Light Commercial Units irrespective of whether or not the City collects from the customer for such service.

The Contractor shall be compensated for Residential Units and Light Commercial Units at a rate of \$2.385 per month per unit paid monthly.

The monthly per customer fee payable to Contractor for the second and subsequent years of the term of this contract shall be adjusted up or down to reflect changes in the cost of doing business. This shall be measured by fluctuations in the Consumer Price Index (CPI) All Urban Consumer, "South", published by the U.S. Department of Labor, Bureau of Labor Statistics.

At the start of the second year of the contract and every year thereafter, the monthly per customer fee payable to the Contractor shall be increased or decreased by a percentage change in the "CPI". The change in any one-year will be limited to a maximum of four percent (4%), or the net change in the "CPI", whichever is less.

Records: The City shall have the right to review the books and records kept incident to the operation of the Contractor's business for this contract. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor.

Section 4. TERM

4.1 Primary Term: The Contract shall be for a four (4) year period beginning upon the execution of the Contract December 1, 2009 and ending four (4) years thereafter November 30, 2013. The initial four (4) year term of this contract shall be extended up to two (2) one year options, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial four (4) year term or of any successive one (1) year option, of its intentions to terminate this contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

Section 5. GENERAL STATEMENT OF CONTRACTOR'S OBLIGATION: SCOPE OF SERVICE

Contractor hereby agrees to collect all Bulky Waste generated by Residential Units and Light Commercial Units within the incorporated areas of the City. Contractor shall provide weekly Residential Units and Light Commercial Units collection of Bulky Waste as outlined in its proposal dated November 4, 2009.

The Contractor shall, at its own cost and expense, furnish trained personnel and appropriate well maintained equipment of the highest quality to collect Bulky Waste from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the City but at a minimum one (1) day per week on a scheduled route which follows the day after garbage collection. The Contractor acknowledges and agrees that the Contractor shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the City may from time to time issue written directions to the Contractor clarifying or altering the scope of the Contractor's services to fulfill the intent of this Contract. If such clarification or alteration causes an increase in costs to Contractor, the parties shall negotiate an equitable adjustment to the Collection Rate.

The Contractor collection hereunder shall not begin before 5:00 a.m. and will conclude by 7:00 p.m. Monday thru Friday.

The following holidays may be observed by the Contractor, providing a makeup day is scheduled for the next business day, and public notice is given in accordance to the Contract.

New Years Day	Independence Day
Christmas Day	Labor Day
Thanksgiving Day	Memorial Day

In special cases where the Contractor needs to work on weekends or extend the permissible hours of collection, it shall first obtain written permission of the City, which permission will not be unreasonably withheld.

The Contractor shall be responsible for publicizing (and the expense of publicizing) any changes in collection schedules due to observance of holidays.

Proper publicizing shall include the purchasing of advertising serving the affected area. Such publicizing shall be made prior to any change in schedule and shall be made in a local news medium or media.

From time to time, the need will arise for solid waste services outside the scope of this Contract. If the City determines it is in its best interest to do so, it may negotiate a separate agreement to fit its need upon terms acceptable to both the City and the Contractor.

The Contractor agrees to participate in scheduled special events including earth day and citywide cleanup days at the Contractor's sole expense.

Liquidated Damages

It is the intent of this Contract to ensure the Contractor provides a quality level of Bulky Waste collection service. To this end, all complaints received by the City and reported to the Contractor shall be resolved within a reasonable period of time. The Contractor shall provide the City with a monthly complaint log that will include resolutions of the complaints. In the event the Contractor and a customer do not agree on an equitable resolution to a complaint, the City shall be consulted

and the City's reasonable decision shall be final. In the event legitimate complaints, as determined by the City, are not resolved, then City shall levy liquidated damages per the incident for those actions related to service, as follows:

\$25.00

- Failure to clean curbside spillage
- Failure to provide requested documents and reports in a timely and accurate manner
- Failure to cover materials on collection vehicles
- Name not displayed on equipment
- Failure to collect waste placed by customer for collection in a timely manner as provided by this contract within 24 hours
- Failure of employee to wear uniform

\$50.00

- Failure to repair damage to customer property
- Failure to provide clean and sanitary equipment
- Failure to maintain office hours as required
- Operator not licensed
- Not providing approved schedule and route map
- Changing routes without proper notification

\$100.00

- Failure to complete a route on the regular scheduled pick-up day within the allowed time frame,
- Failure to deliver Bulky Waste collected pursuant to this contract to the appropriate facility as required herein.

Multiple reports of the same incident (e.g. two customers reporting an identical violation such as failure to display name on equipment) on the same day shall not produce multiple liquidated damage assessments.

For a missed collection reported by the City or Customer, in addition to any such liquidated damages, the Contractor shall return within 24 hours to collect the waste from the missed customer.

Section 6. DISPOSAL OF BULKY WASTE

The Contractor shall deliver Bulky Waste collected pursuant to this Contract to Applewhite Landfill in Gautier, Mississippi with the City paying all costs associated with disposal. The parties acknowledge that pursuant to the Solid Waste Collection Contract between City and Contractor dated April 26, 2007 (the "Collection Contract") that there is no charge to City for disposal of Bulky Waste in the Applewhite Landfill for so long as such Collection Contract remains in effect and is not otherwise terminated by either party. At the sole discretion of the City, Contractor may be directed to any processing facility or disposal site which may hereafter be utilized in the future by the City, and the Collection Rate shall be adjusted in accordance with

Section 22 of this Contract. In the event that at some future time there is no disposal site available for the disposal of Bulky Waste as contemplated by this Contract, costs which may be incurred by the Contractor in disposing of said Bulky Waste shall, at that time, be negotiated by the Parties in good faith. Any alternative disposal site must be approved in writing by the City prior to its use by the Contractor. All laws, rules, and regulations governing hours of operation and disposal practices at the disposal site shall be strictly observed by the Contractor.

6.1 Ownership of Bulky Waste - Title to the Bulky Waste collected by the Contractor under this Contract shall pass to the Contractor when placed in the Contractor's collection vehicles, removed by the Contractor from the container, or removed by the Contractor from the owner's premises, whichever last occurs.

Section 7. PERFORMANCE

The Parties hereby agree that all services provided by the Contractor pursuant to this Contract shall be carried out in a competent and businesslike manner. The Contractor shall not engage any subcontractor without written prior approval of the City. The City shall have the right to revise the Performance Standards as it determines within its sole discretion such revisions to be necessary or proper to secure the safety, welfare, and accommodation of the public.

Section 8. LABOR FORCE

The Contractor shall employ only such superintendents, foremen, and workmen who are reasonably careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of the Contractor and/or its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. The Contractor agrees to maintain a work environment free from the use, possession, distribution, and influence of controlled substances, alcohol, intoxicants, narcotics or other mind-altering substances (referred to hereafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or alcohol at any time within the course and scope of their employment. The Contractor shall keep on file with the City a copy of its most current substance abuse policy.

Section 9. EQUIPMENT

The Contractor, at its sole cost and expense, shall furnish and maintain all Equipment as is reasonably necessary for performance of the work in an acceptable manner and at a satisfactory rate of progress. The equipment shall be maintained in a first class, safe, clean, and efficient working condition throughout the term of the Contract and any renewal period. The Contractor shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment. The Contractor shall clean the vehicles and equipment on a regular basis or more frequently as may be necessary to maintain sanitary and safe working conditions. The Equipment shall be used by the Contractor in such a manner as to

minimize the risk of injury to employees, citizens or property. The Contractor reserves the right to provide the most economical collection method available pursuant to the services described in its proposal dated November 4, 2009. The Contractor shall be responsible for initiating, maintaining, and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. The Contractor shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. The Contractor shall comply with all OSHA rules and regulations when conducting operations pursuant to this Contract. The Contractor shall maintain files and records of all citations and violations of any laws, statutes, orders, or regulations in the ownership, title, maintenance, or operating of the Equipment, and such files and records shall be available at all times for review by the City. The City shall have the right to inspect the Contractor's Equipment and operations at any time to ensure compliance with this Contract.

Section 10. VEHICULAR IDENTIFICATION

All vehicles and equipment used by the Contractor for the collection of Bulky Waste shall be clearly marked with the Contractor's name and telephone number in letter's of a size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height. The Contractor shall also assign each of its vehicles an identifying number and shall mark the same upon said vehicles in two prominent locations, in figures not less than two inches (2") in height. All vehicles and equipment shall be painted in a color scheme common to the Contractor so as to enhance the appearance and identification of said vehicles and equipment.

Section 11. HEALTH AND SANITATION

The Contractor shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and collection of Bulky Waste as will tend to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property either public or private. The Contractor shall maintain at its sole expense copies of all permits and licenses required for its collection of Bulky Waste.

Section 12. RIGHT OF INSPECTION

The City hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continual or random inspection basis.

Section 13. NON-COMPLIANCE, DEFAULT BY CONTRACTOR

13.1 Treatment of Failure to Perform: In the event the Contractor systematically and materially fails, during the primary term hereof or any extensions hereto, to perform its duties and discharge its obligations in accordance with the terms, provisions, and conditions hereof in a respect that is not addressed in the liquidated damages provisions, supra, the City shall be entitled to notify the Contractor in writing that the Contractor is considered to be in noncompliance with the terms of the Contract (hereafter "Non-Compliance"). The Contractor shall have not less than ten (10) days from receipt of

official notification of non-compliance to correct any deficiencies of contract performance before the City may declare the Contractor to be in default. The notice should provide the Contractor reasonable time to cure violation; notwithstanding a situation that poses a threat to health and safety of human life but in no event to exceed forty five (45) days. In the event, the Contractor fails to cure a performance issue within such time period then City reserves the right to terminate this Contract. The Contractor must reply, in writing, as to resolution of violation.

Section 14. BOOKS AND RECORDS

The Contractor hereby agrees to maintain, at its local office or principal place of business within the State, adequate books and records relating to the performance of its obligations under this Contract. The Contractor agrees to maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Contract, intending thereby to separate the accounting records of the contract operation from its other operations. The records of the Contractor applicable to its performance under this Contract shall be available for inspection by the City at any time during normal working hours.

Section 15. CONTRACTOR' S INDEMNIFICATION OF THE CITY

The Contractor hereby assumes risk of loss and/or injury to property and/or persons arising directly or indirectly from the performance of any of its obligations under this Contract; and further agrees to indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including but not limited to, expenses of litigation and attorney's fees, arising from any such claim, loss or injury. The Contractor likewise agrees to indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including, but not limited to, expenses of litigation and attorney's fees, arising out of or relating to any contract or contract by and between the Contractor and its subcontractors for the collection of Bulky Waste.

Section 16. INSURANCE

Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per-occurrence basis. The City may require specific coverages including completed operations, products liability, and contractual liability, Explosion-Collapse-Underground, fire, legal liability or any other liability insurance deemed necessary because of the nature of this Contract.

1. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Contract.

2. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the State of Mississippi.

The City shall be named as an additional insured at no cost to the City on both the General Liability and Automobile Liability policies.

Section 17. Bond

During the entire term of this Contract and between the City and Contractor, the Contractor shall furnish to the City a corporate surety bond or bonds as security for the performance of the covenants and conditions contained in this Contract. The surety bond shall be in the amount of \$100,000.00. The Contractor shall pay premiums for the said bond and the Contractor shall furnish evidence of the payment of said premiums, from time to time, to the City, upon the City's request. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Mississippi and the attorneys in fact who signed the said bond must file with the bond a certified and dated copy of their powers of attorney.

Section 18. CONTRACTOR'S LOCAL OFFICE

18.1 Office/Managing Agent: Throughout the term of this Contract, the Contractor shall maintain an office and authorized managing agent for the City and shall designate in writing the agent upon whom all notices may be served from the City. Service upon the Contractor's agent shall always constitute service upon the Contractor.

18.2 Hours: The Contractor's office shall be open during collection hours so that Customers can lodge complaints, requests for information, and requests for service. At a minimum, the Contractor's office shall be open during the hours of 8:00 A.M. and 5:00 P.M., local time, Monday through Friday.

18.3 Staffing: The Contractor's office shall have a responsible person in charge during collection hours on collection days, shall be equipped with sufficient telephones, a local telephone number, and sufficient personnel to receive telephone calls. Personnel shall receive calls in a courteous and polite manner, record all complaints, and resolve all complaints in an expeditious manner within the following twenty-four (24) hour period. After hours communications should be provided by the Contractor through use of an answering machine that shall record all incoming calls.

Section 19. CUSTOMER COMPLAINTS

The Contractor shall within thirty (30) days of the Effective Date establish a written procedure for handling all service complaints from Customers. A copy of such procedure shall be kept at the local office of the Contractor and be provided to the City within such thirty (30) day period. At a minimum the Customer complaint procedure shall provide that all customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall further supply the City with copies of all complaints, at least

monthly, indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. In addition the Contractor will keep a telephone log on all customer related phone calls, both incoming and outgoing calls, and shall supply the City with a copy at least weekly.

Section 20. ASSIGNMENT

The Contractor agrees that it may not, without prior written approval of the City, assign any rights or delegate any duties arising hereunder; the Contractor further agrees that any such assignment or delegation of rights or duties shall not relieve the Contractor of its obligations to the City hereunder unless expressly agreed to by the City in writing. The City agrees that any such requests will not be unreasonably withheld.

Section 21. MISCELLANEOUS PROVISIONS

21.1 Independent Contractor: The relationship of the Contractor to the City shall be that of an independent Contractor, and no principal-agent or employer-employee relationship between the parties is created by this Contract. By entering into this Contract with the City, the Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent, or employee of the City and that no officer, agent or employee of the Contractor will be for any purpose an employee of the City and that no officer, agent or employee of the Contractor is entitled to any privileges of a City employee or officer under any provision of the statutes of the State of Mississippi and orders of the City.

21.2 Choice of Law; Venue: The parties agree that this Contract shall be governed by the law of the State of Mississippi; the parties further agree that venue for all actions arising out of this Contract shall be in Jackson County, Mississippi.

21.3 Bankruptcy; Insolvency: It is agreed that if the Contractor is adjudged bankrupted (voluntary or involuntarily), then this Contract shall terminate effective on the day Bankruptcy petition is filed.

21.4 Discrimination Prohibited: The Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer and have an affirmative action plan.

21.5 Rights to Require Performance: The failure of one of the parties at any time to require performance by the other party of any provisions hereof shall in no way affect the rights of such party thereafter to enforce the same. Nor shall waiver by a party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provisions itself.

21.6 Unenforceable Provisions: If any provision of this Contract shall be declared illegal,

void, or unenforceable; the other provisions shall not be affected and shall remain in full force and effect.

21.7 Notices: Any notice required or permitted to be delivered hereunder shall be in writing to the City Manager or Designee.

21.8 Force Majeure: Neither the Contractor nor the City shall be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.

21.9 Compliance with Laws: The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of the Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then the Contractor shall immediately desist from and correct such violation.

21.10 Clean Ups: The Contractor shall assist the City in any City Cleanups necessitated by natural disasters, (as declared by the Governor of the State of Mississippi) and be reimbursed for such additional service by City at Contractor's actual direct cost plus general and administrative overhead above its normal operating expenses.

21.11 Effective Date: The Effective Date of this Contract shall be December 1, 2009.

SECTION 22. MODIFICATION TO COLLECTION AND DISPOSAL RATES

There will be no cost adjustments to the Collection Rates except for the changes in the Consumer Price Index (CPI), changes in laws that affect cost after the Effective Date of this Contract, changes in disposal costs/distance to and from and fluctuations in the number of residential units served as a result of annexation or de-annexations, other changes to the contract requirements expressly directed by the City. Except for changes in CPI, such adjustments will be negotiated between the City and Contractor. Changes in the CPI will be applied to the rates as follows:

(a) *Adjustment of Collection Rate*. On December 1, 2010 and on each December 1 thereafter, the City may adjust the Collection Rate based upon any increase or decrease in the costs of living as provided below. The Collection Rate shall be adjusted annually by the net changes in the Consumer Price Index for Urban Wage Earners and clerical workers (All Items) as published by the U.S. Department of Labor, Bureau of labor Statistics for U.S Southern Cities with an average population of less than 50,000. Determined by reference to the June CPI released during each contract year (the "Rate Adjustment Date"), but effective on the anniversary date of the Contract, the Collection Rate shall be increased or decreased for the next Contract year in the percentage amount equal to one hundred percent (100%) of the net percentage of change of All Items Index. All percentage changes are to be computed as the difference between the previous year index value and the index value of the rate adjustment date, divided by the current year

Pascagoula, MS 39568-0908
Attention: City Manager

With one copy to: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908
Attention: Operations Manager

IN WITNESS THEREOF, this agreement has been executed in duplicate original on the referenced dates shown below. The execution by City is made pursuant to authority granted by action of the Council of the City of Pascagoula, Mississippi, entered at the meeting of said council held on the _____ day of December, 2009.

	By: _____	
Witness: City Clerk	Mayor, City of Pascagoula	Date
	By: _____	
Witness	CEO, Delta Sanitation, LLC	Date

After discussion, Councilman Stallworth made a motion to approve a lease with Delta Sanitation for a One (1) Cab/Chassis Knuckle – Boom Loader bearing City Identification Number SW18 as recommended by Steve Mitchell, Operations Manager, and Eddie Williams, City Attorney, and authorized the Mayor to execute said lease on behalf of the City of Pascagoula. 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 12-1-09)

The lease is spread on the minutes as follows:

LEASE

WHEREAS, the City of Pascagoula, hereinafter “City”, has entered into a contract with Delta Sanitation of Mississippi, LLC, hereinafter “Delta”, for the collection and disposal of bulky waste in the city limits; and

WHEREAS, the aforesaid agreement goes into effect on December 1, 2009; and

WHEREAS, Delta has informed the City that it has ordered the equipment necessary to carry out the terms of the contract between the City and Delta for the collection and disposal of bulky waste and that such equipment has not yet arrived; and

WHEREAS, the current contract for the collection and disposal of bulky waste is set to expire on December 1, 2009; and

WHEREAS, the City and Delta both desire that there be no lapse of service between the date of the agreement with Delta for the collection and disposal of bulky waste and the time when Delta's new equipment should arrive; and

WHEREAS, the City is the owner of certain hereinafter described equipment that Delta has agreed to lease from the City to carry out the terms of its agreement for the collection and disposal of bulky waste:

NOW, THEREFORE, THE PARTIES CONTRACT, COVENANT AND AGREE AS FOLLOWS:

1. The City hereby leases to Delta the following described equipment:

One (1) Cab/Chassis Knuckle – Boom Loader bearing City Identification Number SW18.

2. The City shall deliver possession of the aforesaid equipment to Delta effective immediately upon the approval of this lease by the Pascagoula City Council.

3. Upon receipt of possession by Delta, Delta shall be responsible for all maintenance and upkeep of the above described equipment and shall maintain policies of insurance on this equipment consistent with the policies set forth in the contract previously entered into by and between the parties for the collection and removal of bulky waste in the City of Pascagoula.

4. Due to the indefinite nature of the term of this agreement, the City agrees to lease the above described equipment on a day-to-day basis for the price of \$100.00 per day for each day of use, regardless of the number of hours that the equipment might be used on any given day by Delta, for the performance of its contract with the City for the collection and removal of bulky waste.
5. Delta accepts the equipment as-is where-is and acknowledges that it will be responsible for the maintenance and upkeep of the aforesaid equipment and shall hold the City harmless from any and all claims, suits, assessments, damages, attorney fees and court costs that may arise as a result of Delta's use of the aforesaid equipment in the performance of its contract for the collection and disposal of bulky waste.
6. Delta covenants and agrees to return the aforesaid equipment to the City in the same condition as it was when Delta took possession subject to reasonable wear and tear.
7. The parties acknowledge that they have agreed to the day-to-day rental of the aforesaid equipment; however, in no event shall this lease extend beyond sixty (60) working days from the date of this agreement. Should it be necessary for Delta to continue using the equipment beyond that time, then in such event, the parties shall re-negotiate this lease on terms mutually agreeable to the parties.
8. The parties acknowledge that they contracted for the lease of this equipment at arms length and that Delta, in its use of this equipment, shall not be considered an employee of the City and shall maintain its status as an independent contractor. Delta shall be responsible for providing crews to operate the equipment and agrees that such crews shall be properly licensed and/or certified for the operation thereof.

9. The City reserves the right, upon reasonable notice being given, to inspect the equipment during the period of this lease to make certain that the same is being properly maintained. Should any defects be detected during such inspections, the City shall provide written notice to Delta of the existence of such defects and Delta shall be required to cure the same provided that such defects in the equipment do not pre-date the date of the execution of this agreement.
10. Either party to this agreement may terminate the same upon 30 days written notice.

WITNESS the signatures of the parties on this the _____ day of December, 2009, by their duly authorized representatives.

CITY OF PASCAGOULA, MISSISSIPPI

BY: _____
ROBERT H. MAXWELL, MAYOR

DELTA SANITATION OF MISSISSIPPI, LLC

BY: _____
CEO

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

Next for consideration was the Order for the Docket of Claims as follows:

ORDER

WHEREAS, the attached docket of claims for the period November 13, 2009 through November 25, 2009, 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 1st day of December 2009.

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

Councilman Stallworth made a motion to go into executive session for the purpose of discussing a personnel matter regarding the annual performance evaluation of Eddie Williams, City Attorney. 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", after which the meeting was opened and Mayor Maxwell announced to the public and others in attendance at the meeting that the City Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session. The City Attorney excused himself from the meeting, followed by the City Manager and City Clerk.

During executive session and after discussion, Councilman Wolverton made a motion to increase the City Attorney's current annual salary of \$104,104.17 by one (1) percent for a new annual salary of \$105,145.21 effective December 1, 2009, and also grant Mr. Williams one additional week's vacation to be taken by September 30, 2010. The motion was seconded by Councilman Milstead and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "NAY", Tillman "AYE", and Wolverton "AYE". (Approved 12-1-09)

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

A retail market study proposal from Arnett Muldrow & Associates, Greenville, SC, was discussed at this time. The City Manager made brief comments regarding the need for the study

and considered the project fee of \$9,800.00 lump sum, inclusive of all expenses, to be a fair price compared to others.

After discussion, Councilman Corder made a motion to approve the retail market study submitted by Arnett Muldrow & Associates, Greenville, SC, 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 12-1-09)

The agreement is spread on the minutes as follows:

ARNETT MULDROW & ASSOCIATES

**P. O. Box 4151
Greenville, SC 29608
Phone: 864.233.0950
Fax: 864.233.0840**

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is entered into between the City of Pascagoula (Client) and Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

1. The Client intends to conduct a Retail Market Study for Pascagoula; and
2. The Client requires certain planning, economic development, marketing and urban planning services in connection with the Project (Services); and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

ARTICLE 3 - SCOPE OF SERVICES

The Planner shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment A, Scope of Services.

ARTICLE 5 - COMPENSATION

The Client shall pay The Planner in accordance with Attachment A, Scope of Services. Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 45 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. To the extent allowed by law, the Client shall pay The Planner's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 – CLIENT’S RESPONSIBILITIES

The Client shall be responsible for all matters described as Client responsibilities in Attachment A, Scope of Services.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner's fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. The Planner agrees to indemnify and hold harmless the Client and its successors and assigns, from and against any and all claims, demands, actions, charges, losses, liabilities, judgments, damages, and expenses, (including, specifically, the Client’s reasonable attorneys’ fees)(collectively “Claims”) to the extent such Claims are caused by the Planner's willful or intentional misconduct, negligent acts, errors, or omissions arising out of its performance of the Services. In the event Claims are caused by the joint or concurrent negligence of The Planner and The Client, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of The Planner and its subconsultants to The Client for all Claims resulting in any way from the performance of the Services shall not exceed the insurance limits set forth in Article 9 of this Agreement.

Consequential Damages. To the fullest extent permitted by law, The Planner shall not be liable to the Client for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

(a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.

(b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate. The Planner shall, upon written request, furnish the Client certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

The Planner and the Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The Planner shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to The Planner, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to The Planner in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the Planner has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, The Planner's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional Planner. The Planner does not guarantee that proposals, bids, or actual Project costs will not vary from The Planner's cost estimates or that actual schedules will not vary from The Planner's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by The Planner pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by The Planner for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to The Planner. The Client shall indemnify and hold harmless the Planner and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting

from such reuse. Any verification or adaptation of documents will entitle The Planner to additional compensation at rates to be agreed upon by the Client and the Planner.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use. The Planner shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16-RELATIONSHIP OF PARTIES

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent, employer/employee, or any other form of relationship other than that of independent contractors.

ARTICLE 17 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

The Client:

The City of Pascagoula
Kay Kell, City Manager
603 Watts Ave.
Pascagoula, MS 39567
228-938-6726

The Planner:

Arnett Muldrow & Associates, Ltd.
Tripp Muldrow, President
Post Office Box 4151
Greenville, SC 29608
Phone: 864-233-0950
FAX: 864-233-0840

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

ARTICLE 18 - DISPUTES

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 19 - WAIVER

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this

Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

The Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, The Planner may assign its rights to payment without the Client’s consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Planner from engaging independent consultants, associates, and subcontractors to assist in the performance of the services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

The City of Pascagoula
(The Client)

Arnett Muldrow & Associates, Ltd.
(The Planner)

By _____

By _____

Title _____

Title: President

Date _____

Date November 25, 2009

Attachment A, referred to in the above agreement, is spread on the minutes as follows:

ARNETT MULDROW & ASSOCIATES
P. O. Box 4151
Greenville, SC 29608
Phone: 864.233.0950
Fax: 864.233.0840

Attachment A: Scope of Work for PASCAGOULA RETAIL MARKET STUDY

Task One: Information Gathering and Background Review

Arnett Muldrow will review prior planning efforts, City histories, existing marketing materials, redevelopment efforts and any other applicable documentation that would impact retail trade in Pascagoula. This will be an important step to understand what has happened in the past as well as to coordinate the market assessment with other planning efforts. We will pay special attention to identifying development trends and common themes that run through each of the communities. Fortunately, we are quite familiar with Pascagoula and the initiatives of the city which will save us time and effort on the process.

Task Two: Project Kickoff

Arnett Muldrow will conduct a two and a half-day work session in the city that will involve the following:

1. A preliminary meeting will be held with the staff and official representatives of Pascagoula. This meeting will be a planning session to review goals and objectives, refine specific tasks and coordinate the planning process. It may also be necessary to form a separate small Steering Committee to oversee the process. This steering committee will provide guidance to Arnett Muldrow and periodically evaluate the progress of the assessment.
2. Arnett Muldrow will conduct up to twenty leadership interviews (which may occur over the duration of the project) to assess community leaders' perspectives on the local retail economy, their desires for future investment, and what these leaders themselves plan to do to invest in the community. We try to talk with key retail property owners, retail business and building owners, retail brokers and developers, and leaders of community groups. We will work closely with the Steering Committee to identify the people to be interviewed but will rely on the Client to set the appointment times with the interviewees.
3. We will meet with up to three selected community and business groups themselves to garner input and share progress on the effort. We will work closely with the client to determine which individuals and groups to meet with. Typically these meetings include professionals in real estate, civic groups, and other similar potential partners.

Task Three: Demographic Analysis

We will track population, employment, and income growth and project demographic changes in the future for Pascagoula using countywide, census tract, and trade area boundaries. We will pay particular attention to the changing patterns emerging as a result of Katrina and other market forces at work in the area. We will also compare these demographic results with peer cities so the community can understand how it compares with communities in similar situations. We will be careful to account for and not duplicate the work already completed by ERA for the community.

Task Four: Market Assessment

We will conduct a detailed retail market assessment of Pascagoula. The market assessment will analyze several components and will require the cooperation of as many businesses as possible.

- A. We will conduct an examination of the existing retail mix in the region.
- B. We will conduct a competitive analysis of downtown and key suburban retail districts including key development sites and buildings as well as sites in neighboring communities (Gautier, Mobile, etc.)
- C. We will conduct a zip code analysis to determine where customers are currently coming for Pascagoula. We will rely on the cooperation of local businesses to track customers over the period of one week. The more businesses we have participate, the more thorough our results will be. Arnett Muldrow will prepare all analysis related to the zip code survey and will work with local business groups to help them conduct the survey (the survey is very user friendly since it only tracks zip codes).
- D. Based on the zip code survey Arnett Muldrow will determine primary and secondary trade areas for Pascagoula. Using these trade areas, Arnett Muldrow will evaluate sales information for appropriate retail market segments as well as a retail leakage analysis that will indicate in which categories the communities are leaking sales to other communities.
- E. We will conduct a retail shares analysis to determine how each community is performing in a regional perspective in all retail categories. This study helps to determine if there are any niche businesses where each community may have particular strengths or gaps.
- F. We will predict detailed space demand for retail uses in over fifty individual retail categories.

Task Five: Progress Report and Presentation

The project team will issue a retail market report and make a brief presentation of findings to date to the steering committee as well as other interested parties. This presentation will allow us a chance to begin exploring specific strategies to market Pascagoula to retailers, retain the existing commercial base, and explore other implementation options.

Task Six: Final Marketing Concepts, Economic Development Strategy

The project team will develop a marketing strategy that will appropriately position Pascagoula to capture its retail market opportunities. We have found that these marketing materials are

extremely valuable in explaining to the public and business owners the results of the study, recruiting new investors, and soliciting interest in the community.

Task Seven: Implementation Strategy

Arnett Muldrow & Associates is committed to not only the research involved in understanding the local market but also in the implementation of the recommendations of our studies. Because of this commitment, we will evaluate organizational, programmatic and funding issues that will be necessary for the successful implementation of a commercial development plan. Arnett Muldrow will present a detailed one, two and three to five year strategy to the Steering Committee for review. These recommendations are likely to involve partner groups playing the role of implementing agent in Pascagoula. This meeting will afford us the chance to gauge buy-in and assign “lead partners” for each recommendations clearly recognizing that no one group can champion the successful effort.

Task Eight: Final Presentation and Report

The project team will return to the community for a final presentation of the concepts to the steering committee and invitees. This final presentation is an excellent way to involve the participating leaders and even the public in the recommendations of the study.

Project Time Frame: 8 weeks from start to finish.

Project Fee: \$9,800 lump sum inclusive of all expenses.

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

The City Attorney advised the Council of a Special Planning Board meeting to be held on Monday, December 14, 2009, for a potential developer for housing units off Old Mobile Highway. The Council will consider this matter at its meeting on December 15, 2009.

Councilman Corder reminded everyone of the “Downtown for the Holidays” event on Friday, December 4, 2009, from 5:00 – 9:00 p.m.

He also recommended that the deadline for the City Council to accept resumes for the School Board appointment be set for January 29, 2010. Interviews can be scheduled the week of February 8, 2010, with an appointment made at the Council meeting on February 16, 2010. The Council concurred with the recommendation.

Councilman Abston reminded everyone of a ribbon cutting ceremony on Tuesday, December 8, 2009, at 10:00 a.m. at the Jackson County Exceptional School.

There being no further business to come before the Council at this time, Councilman Wolverton made a motion to recess until Tuesday, December 15, 2009, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman, "AYE", and Wolverton "AYE".

The meeting ended at 7:50 p.m.

APPROVED:

Robert H. "Robbie" Maxwell, Mayor

ATTEST:

Brenda J. Reed, City Clerk