

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, NOVEMBER 4, 2014, AT 6:00 P. M.
PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Tuesday, November 4, 2014, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins
Councilman Burt Hill
Councilman Freddy Jackson
Councilman Marvin Pickett, Sr.
Councilwoman Brenda Simkins
Councilman David Tadlock

Councilman Scott Tipton was absent.

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

Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Tadlock and the pledge of allegiance was led by Councilman Hill. Several opening remarks were given by members of the Council.

At this time, Mayor Blevins and Councilman Tadlock welcomed the coaches and football team from Resurrection Catholic School and congratulated them for a great performance this season. They will soon be participating in the state playoff games for the first time.

Head Coach Scott Sisson recognized the RCS coaches and football players. They are as follows:

Assistant Coaches:

Eric Denmark	Randy Mitchell	Rodrick Means
Lucas Anaya	Tom Jones	Charlie Swanson
Steven O'Brien	Buster Kilgore	

Players:

Patrick Roth	Larry Sisson	Whit Davis
Darius Kennedy	Michael Gatchet	Christian Miller
Steven Demetropolous	Pat Watts	Blake Porter

Ben Walley
Barron Freeman
Troy Cobb
Steven Matta
Jake Clemens
Jackson Byrd
Terry Lancaster
Jake Kilgore
Justin Archer

Reid Bond
Renzell Johnson
Justice Sharp
Cearly Parker
Becht Rowell
Nick Graham
Chase Cunningham
Zack Pierce
Dillon Jolly

David Alford
Carter Warren
Paul Blackwell
Jerry Johnson
Chris Hellar
Hunter Sharp
Gavin Backs
Jack Sisson
Caden Hinman

Coach Sisson thanked the Council for inviting them to the meeting tonight. He stated that he is very proud of the team for their efforts. They will play on Friday, November 14, 2014. He noted Coach Randy Mitchell was absent tonight due to the illness of his wife, Melinda Mitchell, RCS Athletic Director, and requested that we remember this family in our thoughts and prayers. The Council extended best wishes to the team and the coaches in the playoff games.

David Lowery was not in attendance to address the Council regarding upcoming Christmas concerts.

Jessica Herr, Pascagoula Library Manager, and Renee Hague, Library Assistant for Programming and Outreach – History/Genealogy Department, gave a presentation about the library system, its history, and general operation. Ms. Herr advised the Pascagoula Public Library is the largest branch of the Jackson-George Regional Library System in both size and services. They offer many wonderful and free programs to the community. Ms. Herr noted two items they would like some assistance with from the City. They were as follows:

- (1) Parking lot needs attention due to potholes, poor drainage, etc.
- (2) HVAC system is very inefficient and does not keep the temperature in the library under control, especially in the summer months.

In conclusion, Ms. Herr stated that they hope to work together with the City to fulfill the needs of the library and the City as well. Mayor Blevins thanked Ms. Herr and Ms. Hague for their comments and stated the Council is aware of the temperature situation and will take this matter under advisement.

A public hearing was held for property cleanup for a vacant lot on School, 1013 School, 1307 Cherokee, and 1610 Ingalls as recommended by Eddie Williams, City Attorney. Donovan Scruggs, City Planner, gave an update on each parcel. Mr. Javier Martinez, property owner of 1013 School Avenue, was in attendance at tonight's meeting. Mr. Williams recommended that Mr. Scruggs provide Mr. Martinez with a list of problems on this property.

The Council then considered the following Resolution:

RESOLUTION

WHEREAS, by order dated October 7, 2014, 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., November 4, 2014, 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 the parcels listed and the owners have been given an opportunity to be heard; and

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

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

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

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

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41695053.000 Vacant Lot on School	Janette A. Daley 16199 Three Rivers Road Biloxi, MS 39532	Deed Book 1736, Page 811
41695059.000 1013 School	Javier Sandoval Martinez and Yerica Huerta Mendoza 1302 Communny Avenue Pascagoula, MS 39567	Deed Book 1696, Page 176
41335254.000 1307 Cherokee	Morris Jep Sumpter and Denise D. Sumpter 1307 Cherokee Pascagoula, MS 39581	Deed Book 1042, Page 834
41230554.000 1610 Ingalls	Rice Enterprises, Inc. P.O. Box 2265 And 2802 Fernwood Street Pascagoula, MS 39567 (Footnote 1)	Deed Book 1303, Page 594

PARTIES WITH INTEREST

- Footnote 1:** -Small Business Administration, 801 Tom Martin Drive, Suite 120,
Birmingham, AL 35211
-Jack W. Lee & Elizabeth K. Lee, 4511 Robinhood Drive, Pascagoula,
MS 39581
-Hancock Bank, P.O. Box 4020, Gulfport, MS 39502

The following actions were taken by the City Council:

Vacant lot on School

Councilwoman Simkins made a motion to adopt the Resolution for the vacant lot on School Avenue as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. The Mayor then declared the Resolution adopted on the 4th day of November, 2014.

1013 School Avenue

Councilman Tadlock made a motion to “TABLE” this hearing for 1013 School Avenue until the Council meeting of January 6, 2015. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Tabled 11-4-14)

1307 Cherokee Street

Councilman Tadlock made a motion to adopt the Resolution for 1307 Cherokee Street as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. The Mayor then declared the Resolution adopted on the 4th day of November, 2014.

1610 Ingalls Avenue

Councilwoman Simkins made a motion to adopt the Resolution for 1610 Ingalls Avenue as recommended. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. The Mayor then declared the Resolution adopted on the 4th day of November, 2014.

(Mayor Blevins left the meeting at 6:49 p.m. Mayor Pro Tem Jackson then presided over the meeting.)

The consent agenda was considered at this time:

The first items for consideration were minutes of the recessed regular Council meetings of October 20 and 21, 2014, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Hill made a motion to adopt and approve minutes of the recessed regular Council meetings of October 20 and 21, 2014, as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

Minutes of the Recreation Commission meeting of September 3, 2014, were acknowledged by the City Council.

The next item for consideration was a request to approve a fireworks display at the Red versus Blue (Firefighters versus Police) event sponsored by the Singing River Federal Credit Union as recommended by Fire Chief Robert O'Sullivan. The fireworks will be handled through Artisan Pyrotechnics, Inc. The event will be held at War Memorial Stadium at Pascagoula High School on Saturday, November 15, 2014, at 6:00 p.m. All proceeds will benefit the firefighters' and officers' benevolent funds.

Councilman Hill made a motion to approve the request for a fireworks display by Artisan Pyrotechnics at the Red versus Blue event on November 15, 2014, sponsored by the Singing River Federal Credit Union as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

The next item for consideration was a Resolution for the Community Development Block Grant FY2014 Action Plan revisions, as recommended by Jen Dearman, Community and Economic Development Director.

The Resolution is spread on the minutes as follows:

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE
CDBG FY2014 ACTION PLAN APPLICATION**

WHEREAS, the City of Pascagoula is an "Entitlement City" under the terms of the United States Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG) program; and

WHEREAS, the Regulations of the CDBG program require the preparation and adoption of a Five-Year Consolidated Plan for Housing and Community Development and a One-Year Action Plan which serves as the annual application for CDBG Entitlement funds allocation; and

WHEREAS, the City will adopt a One-Year Action Plan component for the 2014 CDBG Program Year, which was prepared in accordance with rules and regulations governing the Consolidated Plan; and

WHEREAS, the said One-Year Action Plan for CDBG Program Year 2014 included, among other things, the anticipated use of the City’s 2014 Program Year Entitlement estimated at \$184,944 and the reallocation of \$17,724.91; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PASCAGOULA THAT:

Section One: The findings, conclusions, statements of fact contained in the preamble are adopted and ratified.

Section Two: Harry J. Blevins, Mayor of the City of Pascagoula, be and is hereby authorized to sign the required HUD certifications and submit the 2014 One-Year Action Plan to HUD for HUD review and approval.

The above Resolution was introduced by Councilman Hill, seconded for adoption by Councilman Pickett, and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. The Mayor Pro Tem then declared the Resolution adopted on the 4th day of November, 2014.

The next item for consideration was Amendment # 02 to the City of Pascagoula Employee Health Care Plan effective January 1, 2015, as recommended by Brenda Germany, Human Resources Generalist, and the Insurance Committee.

The amendment is spread on the minutes as follows:

**CITY OF PASCAGOULA
Employee Health Care Plan Amendment #02
Plan Year 2014/2015**

The City of Pascagoula believes this Health Care Plan to be a “Grandfathered Health Care Plan” under the Patient Protection and Affordable Care Act of 2010 and does hereby amend the City of Pascagoula Employee Health Care Plan as follows:

Effective January 1, 2015:

Page 22 | Medical Expense Benefit is amended to add the following:

BIRTH CONTROL

Expenses for birth control medications, services, supplies and devices are covered under the Prescription Drug Program section of this *Plan*. The expenses associated with the placement or implantation or injection of certain medications and devices will be covered as medical expenses. The *Plan* will pay 100% of the cost of these services.

Page 23 | Medical Exclusions | Number #4 is amended to read as follows:

- 4. Charges for birth control medications, services, supplies or devices, except for specific outlined in covered medical expenses.

Page 26 | Prescription Drug Program | Covered Prescription Drugs is amended to add the following:

- 6. Birth control devices, services, supplies as outlined in the recommendations by the Health Resources and Services Administration and the Institute of Medicine (IOM). Those include: (1) Barrier methods, (2) Hormonal methods, like birth control pills and vaginal rings, and (3) Implanted Devices, like intrauterine devices (IUD).

Page 28 | Expenses Not Covered | #2 is amended to read as follows:

- 2. Devices of any type, even though such devices may require a prescription. These include, but are not limited to: therapeutic devices, artificial appliances, braces, support garments, or any similar device. This does not include birth control devices.

Page 28 | Expenses Not Covered | #13 is amended to read as follows:

- 13. Injectable medications (except Imitrex, Byetta, Victoza, and birth control medication).

These changes, as approved by the City of Pascagoula on _____ day of _____ 2014, are effective January 1, 2015. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Councilman Hill made a motion to approve Amendment # 02 to the City’s Health Care Plan as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins

“ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

(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 Amendment # 04 to the City of Pascagoula Employee Health Care Plan as recommended by Brenda Germany, Human Resources Generalist, and the Insurance Committee.

The amendment is spread on the minutes as follows:

CITY OF PASCAGOULA
Employee Health Care Plan Amendment #04
Plan Year 2014/2015

The City of Pascagoula believes this Health Care Plan to be a “Grandfathered Health Care Plan” under the Patient Protection and Affordable Care Act of 2010 and does hereby amend the City of Pascagoula Employee Health Care Plan as follows:

Effective January 1, 2015:

Page 22 | Medical Expense Benefit is amended to add the following:

DISEASE MANAGEMENT

This ***Plan*** provides disease management programs to its ***covered person*** living with the following conditions:

- Diabetes - Diabetes Management Program/Preferred

Treatment Program

- A. Diabetes. This ***Program*** will provide 100% reimbursement/payment for diabetes testing/supplies and services only through the Preferred Diabetes Treatment Plan managed by the ActiveCare Diabetes Program. Members will not have any co-pay, co-insurance or deductible through this exclusive program. However, this ***Program*** will not reimburse members or pay for diabetes treatment/services or supplies obtained from any other vendor, provider, pharmacy or supplier. Members who utilize an insulin pump where the pump and glucometer communicate wirelessly and the glucometer manages the amount of insulin dispensed by the pump are and exception. Participation in the Preferred Diabetes Treatment Program is voluntary.
- B. Members and their dependents that choose to participate in the Preferred Diabetes Treatment Plan will receive the following enhanced coverage for diabetes testing supplies:
 1. Diabetes supplies provided through the ActiveCare® Diabetes Program, the

Preferred Treatment Plan for those *Plan* participants that are diagnosed with diabetes. These supplies may include:

- Cellular Glucose meter
 - Diabetes testing strips
 - Control solution
 - Alcohol swabs
 - Lancets
 - Lancing device (s)
 - An uplink hub that is paired with one or more Bluetooth enabled Medical devices, which, uses open access Wi-Fi networks or the onboard GSM/CDMA dual network SIM card for the uploading of member's biometric measurement(s);
 - A Bluetooth enabled weight scale, which captures:
 - Date;
 - Time of day, and;
 - Weight measurement in Imperial or Metric units;
 - A Bluetooth enabled blood pressure cuff, which captures:
 - Date;
 - Time of day;
 - Systolic pressure reading, and;
 - Diastolic pressure readings;
2. As part of the Preferred Diabetes Treatment Plan, Plan members/participants will have access to their personal health information collected by ActiveCare® within the scope of the Diabetes Program. This access will be provided via a HIPAA compliant web portal, requiring an individual-specific User ID and Password.
3. The Service includes:
- a. Blood Glucose Readings Tab – this information may include, but is not limited to the following:
 - Average blood glucose level over the past ninety (90) days;
 - Dynamic blood glucose readings graph, which displays blood glucose readings for today, or for the past seven days, thirty (30) days, ninety (90) days, or the duration of the member's participation in the Preferred Diabetes Treatment Plan;
 - Within the dynamic blood glucose readings graph, the date, time and activity associated with the blood glucose test can be displayed, so long as the participant selected an activity from the selection menu on the glucometer, at the time of the test;
 - Number of tests within the past ninety (90) days and the corresponding risk factor associated with each test;
 - The Average Blood Glucose level over the past seven (7), fourteen (14) and thirty (30) days;
 - "My Goals" section representing the Average Blood Glucose level over the past seven (7) fourteen (14) and thirty (30) days that a

- participating member has targeted as their desire goal to achieve;
 - HbA1c chart provided through the American Diabetes Association, which correlates average glucose levels to corresponding HbA1c levels;
 - Recent History section, which allows participating members to make specific, relevant notes regarding individual blood glucose readings, which add context to the reading;
- b. Test Frequency Tab
- Dynamic daily testing frequency graph, which displays blood glucose readings for variable time frames;
- c. Weight Scale Tab – this information may include, but is not limited to the following:
- Dynamic weight scale readings graph, which displays weight in Imperial pounds for today, or for the past seven (7), thirty (30), ninety (90) days, or the duration of the member’s participation in the Preferred Treatment Plan;
 - Within the dynamic weight scale readings graph, the date and weight are displayed;
 - Recent History section, which allows participating members to make specific, relevant notes regarding individual weight readings, which add context to the reading;
- d. Blood Pressure Readings Tab – this information may include, but is not limited to the following:
- Dynamic blood pressure readings graph, which displays blood pressure and heart rate readings for today, or for the past seven (7), thirty (30), ninety (90) days, or the duration of the member’s participation in the Preferred Treatment Plan;
 - Within the dynamic blood pressure reading graph, the date, time and activity associated with the blood pressure test are displayed in blue, while the heart rate graph is displayed in green,
 - Recent History section, which allows participating members to make specific, relevant notes regarding individual blood pressure or heat rate readings, which add context to the reading.

These changes, as approved by the City of Pascagoula on _____ day of _____, 2014, are effective January 1, 2015. By signature of its duly authorized representative below, the Plan Administrator agrees to be bound by the terms and provisions of the above amendment on or after the effective date hereof.

City of Pascagoula

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Councilman Hill made a motion to approve Amendment # 04 to the City’s Health Care Plan as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

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

Next for consideration was a request for authorization to advertise for bids for the Kenneth Street and School Street Lift Station Upgrade Project as recommended by Jaci Turner, City Engineer. This project is being completed in conjunction with the construction of the Jackson County jail which is currently underway. Funding for this project is being provided by Jackson County through a previously executed MOU. The project will be administered by City staff with assistance from Neel-Schaffer, engineering firm for the Jackson County project.

Councilman Hill made a motion to authorize the City Clerk to advertise for bids for the Kenneth Street and School Street Lift Station Upgrade Project as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was a request for approval to award the frames, grates, and covers – Annual Bid # 343 to Mississippi Utilities, Gulfport, MS, as recommended by Jaci Turner, City Engineer. They are the current contract holder and the only bidder. Prices will remain the same.

Councilman Hill made a motion to approve the award for frames, grates, and covers – Annual Bid # 343 to Mississippi Utilities as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was a bid award for limestone – Annual Bid # 344, to the low bidder, Whitehead Construction Co., Inc., Pascagoula, MS, as recommended by Jaci Turner, City Engineer.

Councilman Hill made a motion to approve a bid award for limestone – Annual Bid # 344 to Whitehead Construction Co., Inc. as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was a request to advertise for bids for asphalt - Annual Bid # 349 as recommended by Jaci Turner, City Engineer.

Councilman Hill made a motion to authorize the City Clerk to advertise for bids for asphalt – Annual Bid # 349 as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was Budget Amendment No. 15.04 in the General Fund for the 2014 Healthy Hometown Grant as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 15.04 November 4, 2014			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Revenues:</u>	-		-
- <u>Grants:</u>	-		-
- Healthy Hometown 2014	-	25,000	25,000
-	-		-
Total Revenues	-	25,000	25,000
-	-		-
- <u>Expenditures:</u>	-		-
- <u>Grants Administration:</u>			

-	-		
Total Revenues	-	51,049	51,049
<u>Expenditures:</u>			
<u>Field Services:</u>			
Personal Services:			
Overtime - DUI	-	39,980	39,980
Retirement - DUI	-	6,296	6,296
Social Security - DUI	-	2,479	2,479
Medicare - DUI	-	580	580
<u>Other Services & Charges:</u>			
Travel	-	1,412	1,412
Seminars & Conferences	-	302	302
Total Expenditures	-	51,049	51,049
Net Change in Fund Balance -			
General Fund		-	
To amend budget to provide authority for expenditures stemming from the FY2015 DUI Grant and the related grant revenue as approved by the Council on September 16, 2014.			

Councilman Hill made a motion to approve the budget amendment as recommended and as presented above. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was Budget Amendment No. 15.06 in the General Fund for the Police Department as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 15.06 November 4, 2014			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
<u>Expenditures:</u>			
-			
- <u>Police - Jail Facilities</u>			
- <u>Supplies:</u>			
- Prisoner Meals	0	2,210	2,210
-			
Total Expenditures	0	2,210	2,210
Net Change in Fund Balance -			
General Fund		(2,210)	
To amend budget to provide expenditure authority for the final bill for prisoner meals from the JC Sherriff's Department by the use of a carryover of a portion of the unused FY2014 budget.			

Councilman Hill made a motion to approve the budget amendment as recommended and as presented above. The motion was seconded by Councilman Pickett and received the

following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was Budget Amendment No. 15.07 in the General Fund for the Police Department as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread on the minutes as follows:

City of Pascagoula Budget Amendment # 15.07 November 4, 2014			
	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
<u>Expenditures:</u>			
-			
- <u>Police - Building Maintenance</u>			
- <u>Capital Outlay:</u>			
- Capital Maintenance	-	245,925	245,925
-			
Total Expenditures	-	245,925	245,925
Net Change in Fund Balance -			
General Fund		(245,925)	
To amend budget to provide expenditure authority for the the PD station roof repairs as approved by the Council on August 19, 2014 by the use of a carryover of a portion of the unused FY2014 budget.			

Councilman Hill made a motion to approve the budget amendment as recommended and as presented above. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

The next item for consideration was a request for approval of the Cooperative Service Agreement with the U. S. Department of Agriculture (USDA) for consultation and training to properly trap predator animals, such as coyote and fox, in an amount not to exceed \$1,000.00, as recommended by Police Chief Kenny Johnson.

Councilman Hill made a motion to approve the Cooperative Service Agreement with USDA for consultation and training as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

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

Next for consideration was approval of the 2014 DUI Grant closeout documents as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Hill made a motion to approve the 2014 DUI Grant closeout documents as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

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

The next item for consideration was a request to submit a letter to Jackson County for concrete culvert pipe as recommended by Jaci Turner, City Engineer. The proposed letter is spread on the minutes as follows:

November 5, 2014

Mr. Mike Mangum
Jackson County Board of Supervisors
P. O. Box 998
Pascagoula, MS 39568

Dear Mr. Mangum,

The City of Pascagoula respectfully requests that the County supply the following list of concrete storm drain pipe for replenishing stock at our yard, for use in future drainage repair work in the City:

240 linear feet (30 – 8’ sticks) of 15” RCP
240 linear feet (30 – 8’ sticks) of 18” RCP
400 linear feet (50 – 8’ sticks) of 24” RCP

We are prepared to receive and stockpile the pipe at our 14th Street location for use within the coming months. We can use more or less of any of those sizes, depending on your available funding. If you are able to assist us with this request, please contact Jaci Turner at 938-6726 to coordinate a delivery location and time.

Thank you in advance for your help.

Sincerely,

Harry J. Blevins
Mayor, City of Pascagoula

Councilman Hill made a motion authorizing the Mayor to submit a letter to Jackson County requesting concrete culvert pipe as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

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

The next item for consideration was a proposal from Sun Herald for display advertising volume contract rates as recommended by Brenda Reed, Asst. City Clerk. The effective dates will be 11-1-14 through 10-31-15. The recommendation was to approve a minimum of 250 inches (18% discount/\$34.99 per inch).

The proposal is spread on the minutes as follows:

SunHerald

City of Pascagoula

Attn: Robin Wood
Brenda Reed

Proposal: Display advertising volume contract rate

Effective dates: 11/1/2014 through 10/31/2015

Up to 99" - \$42.67 per inch
Minimum 100" - 15% discount = \$36.27 per inch
Minimum 250" - 18% discount = \$34.99 per inch
Minimum 500" - 20% discount = \$34.14 per inch

Rates are based on black and white only. Additional color charges apply. These rates apply to all retail and employment display advertising.

Advertising Director
Shannon Wall

Date

City Manager
Joe Huffman

Date

Councilman Hill made a motion to approve the proposal from Sun Herald for the minimum of 250 inches (18% discount/\$34.99 per inch) for the display advertising volume contract rate as recommended and authorize the City Manager to execute the related documents.

The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

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

The next item for consideration was a request for approval of Anchor Square Lease Agreement for Unit L with Arabesque Boutique as recommended by LaLinda Grace, Economic Development Specialist.

Councilman Hill made a motion to approve the Anchor Square Lease Agreement for Unit L with Arabesque Boutique as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

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

The next item for consideration was a request for a banner advertising "Toys for Tots" as recommended by Rebecca Davis, Main Street Director. The banner would be placed two weeks prior to the annual Downtown for the Holidays event on Friday, December 5, 2014, from 5:00 p.m. until 9:00 p.m. The banner will be placed at the welcome sign under the Downtown for the Holidays banner. The annual drop off of the toys will be at the law offices of Heidelberg, Steinberger, Colmer and Burrow, P.A.

Councilman Hill made a motion to approve the request for a banner advertising "Toys for Tots" as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

The next item for consideration was a request for a banner from Pascagoula Main Street advertising the annual Downtown for the Holidays event on December 5, 2014, as recommended by Rebecca Davis, Main Street Director. The banner would be placed two weeks prior to the event which will be held on December 5, 2014, from 5:00 p.m. until 9:00 p.m. The banner will be placed at the welcome sign at the corner of Highway 90 and Pascagoula Street.

Councilman Hill made a motion to approve the request for a banner advertising the annual Downtown for the Holidays event as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins "ABSENT". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "AYE", Tadlock "AYE", and Tipton "ABSENT". (Approved 11-4-14)

(Mayor Blevins returned to the meeting at 6:52 p.m.)

The following new business items were considered at this time.

The first item for consideration was an amendment to the current overtime policy in the City's Personnel Manual as recommended by Joe Huffman, City Manager. Mr. Huffman advised that the Fire Department is supposed to review revisions to the Personnel Manual prior to adoption. However, the updated City of Pascagoula Personnel Manual was adopted by the Council on October 7, 2014, and was not presented to the Fire Department for review before adoption. Therefore, Mr. Huffman recommended approval to change the wording in the overtime policy back to that in the old policy to allow time for further review. Several comments were made by the Council on this matter.

Mr. Huffman stated the policy sentence regarding overtime should read:

Holidays, vacation, sick leave, funeral leave, jury duty, annual military leave, and other absence from work while on active pay status will be counted as time worked for overtime computation.

A copy of the old policy is spread on the minutes as follows:

An employee who is demoted to a job he held immediately prior to being promoted will have his classification date adjusted to reflect the time served in that grade. All other demotions will establish a new classification date.

3-4 Overtime

(a) Employees working in non-exempt jobs shown in the salary plan will be paid overtime at the rate of time and a half for all time worked in excess of forty (40) hours per week. The exception will be fire department shift personnel who work a 28-day work cycle. Their overtime hours will be those hours in excess of 212 hours in a 28 day work cycle. The Fair Labor Standards Act shall be used for determining exempt personnel.

(b) Holidays, vacation, sick leave, funeral leave, jury duty, annual military leave, and other absences from work while on active pay status will be counted as time worked for overtime computation.

(c) Employees shall be required to work overtime when directed unless excused by the responsible supervisor.

A copy of the current policy (adopted 10-7-14) is spread on the minutes as follows:

E. Effects of Demotion

An employee may be demoted to a position for which he is qualified because of inadequate job performance, disciplinary reasons, a reduction in force, or because he does so voluntarily.

The employee shall be placed within the Pay Range designated for the lower position. The specific Pay Step shall be at the City Manager's discretion, after giving consideration to level of training and experience for the position and any other relevant factors. Under no circumstances shall the pay exceed the maximum step of the Pay Grade designated for the lower position.

F. Overtime

Employees working in non-exempt jobs shown in the salary plan will be paid overtime at the rate of time and a half for all time worked in excess of forty (40) hours per week. The exception will be the Fire Department shift personnel who work a 28-day work cycle. Their overtime hours will be those hours in excess of 212 hours in a work cycle. The Fair Labor Standards Act shall be used for determining exempt personnel.

Only actual hours worked while on Active Pay Status will be counted as time worked for overtime computation. Employees shall be required to work overtime when directed unless excused by the responsible supervisor.

Exempt employees as defined under the Fair Labor Standards Act do not receive compensation for any hours worked in excess of their regular schedule except as outlined in paragraph 3-8.

G. Shift Differential Pay

All employees will be paid shift differential pay at the following rate:

\$0.15/hr. on the second shift

\$0.20/hr. on the midnight shift

H. Call Back Pay

An employee called to work on off duty hours and who actually reports to his jobsite, due to an emergency or other urgent situation shall be paid a minimum of two (2) hours at the rate of time and one half his regular rate of pay. Within the same two-hour period, only one payment for call-back will be made.

I. Standby Time

In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to Standby Duty. A Standby Duty assignment is made by a Department Head who may require an employee to be available for work due to

After comments from the Council, Councilman Tadlock made a motion to approve the amendment to the overtime policy to change the wording back to that in the old policy as recommended. The motion was seconded by Councilman Hill and received the following vote:

Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was an appointment to the Pascagoula Library Board of Trustees as presented by Eddie Williams, City Attorney. Mr. Williams advised that Mary Jon Lucas’ term has expired and she is not interested in being reappointed. Mr. Williams stated that Linda Wiggins has been recommended to serve a five-year term on the board and she has agreed to serve if the Council would like to make this appointment. The term would be effective November 4, 2014, and expire on November 3, 2019.

After discussion, Councilman Pickett made a motion to appoint Linda Wiggins to the Pascagoula Library Board of Trustees for a five-year term as recommended. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

The next item for consideration was the Memorandum of Understanding (MOU) between the City of Pascagoula and Main Street Pascagoula, Inc. as recommended by Eddie Williams, City Attorney.

The MOU is spread on the minutes as follows:

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF PASCAGOULA, MISSISSIPPI (CITY), AND
MAIN STREET PASCAGOULA, INC., A MISSISSIPPI
NOT-FOR-PROFIT CORPORATION (MAIN STREET)**

WHEREAS, the City has heretofore operated a “Main Street” Program under the auspices of the Community Development Department; and

WHEREAS, the Main Street Program will no longer operate as a City department; and

WHEREAS, Main Street Pascagoula, Inc., has now incorporated as a Mississippi not-for-profit corporation and will become affiliated with the statewide Main Street Organization as an independent entity; and

WHEREAS, this new entity desires to enter into this MOU with the City whereby the rights, duties and obligations of the respective parties will be set forth; and

WHEREAS, the City Council of the City of Pascagoula is of the opinion that the reorganization of the Main Street Program as an independent corporate entity is in the best interest of the citizens of this community; and

WHEREAS, the City desires to assist and encourage the work of Main Street and not usurp the control of that organization from its duly appointed Board of Directors:

NOW, THEREFORE, AND IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES MUTUALLY AGREE TO THE FOLLOWING:

1. **Term:**

The term of this MOU shall be for a period of one (1) year commencing October 1, 2014, and terminating on September 30, 2015. This MOU shall be automatically renewed upon the anniversary date from year-to-year unless terminated as otherwise provided herein.

2. **Termination:**

A. Either party may terminate this MOU by giving 30 days' notice in writing to the other party. Termination may be allowed, with or without cause, as either party may deem appropriate. If, however, termination is for cause, then the cause shall be plainly stated in the written notice of termination and the party in default shall have 30 days from the date of the written notice within which to cure the default and remove the cause for termination.

B. Termination shall be automatic upon the corporate dissolution of Main Street, or if any proceedings are commenced by or against Main Street in any Court under the Bankruptcy Act, or if a trustee or receiver of Main Street's property is appointed by a court of competent jurisdiction. In such event, City shall have the right, together with all other rights expressed in this MOU, to reenter and to repossess the offices provided to and utilized by Main Street, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the agents, servants and employees of Main Street and their effects without liability therefor.

3. **Financial Support:**

A. In consideration of the services to be provided by Main Street pursuant to this MOU, the City agrees to pay Main Street a sum not to exceed \$80,000.00 (Eighty Thousand Dollars) payable in October of each year for a maximum of three years from the date of execution of this MOU.

B. In addition to this payment, the City shall provide Main Street with office space, utilities, phones, office furniture and equipment, software and janitorial service to

accommodate Main Street's administrative offices. Attached hereto and incorporated herein as an exhibit to this MOU is a comprehensive list of all items of personal property that the City shall transfer to Main Street. Main Street, upon execution of this MOU and receipt of the items on the attached list shall become the owner thereof and shall be responsible for the maintenance and upkeep of these items as well as their replacement as needed.

- C. The parties understand and agree that the City's commitment to provide funding shall be contingent upon the availability of funds and the City will exert its best efforts to make certain that funds can be made available for the duration of the time-period in question.
- 4. Upon the expiration of three years from the date of the execution of this MOU, the parties agree that the direct financial support provided by the City will be reviewed and that any future financial commitment on behalf of the City shall be negotiated at that time. The City makes no assurances, however, that further direct financial support will be available, nor does it make any commitment that continued financial support will be given.

5. **Management:**

Main Street, as previously noted, is an independent, duly organized and legally existing not-for-profit corporation. Main Street has a Board of Directors which is charged with setting the Main Street policies and organizing all Main Street functions. The Executive Director for Main Street shall be independently hired by the Main Street Board of Directors and shall be answerable to the Board. Main Street shall not employ any City employees in its organization. The salary and benefits for the Executive Director, or for any other employee that the Main Street Board may choose to hire, shall be the responsibility of Main Street.

6. **Main Street Services:**

A. In consideration of the City's cash contribution and the City's commitment to provide office space, furnishings and equipment as set forth hereinabove, Main Street shall develop and implement a plan of work for downtown revitalization based upon the four points of organization, promotion, design and economic restructuring. Main Street may solicit community support for its programs through membership campaigns. Main Street should recruit and train the volunteers necessary to

implement the plan of work. Main Street should raise additional funds from other private and public sources to support the Main Street programs and, ultimately, to make Main Street financially independent from the City.

- B. Main Street may apply for grants and donations consistent with the terms of this MOU and the purposes for which Main Street has been formed.
- C. Main Street agrees that it will be responsible for any improvements to be made to the office space provided by the City; however, any structural changes in that office space shall first be approved by the City prior to commencement of any work. Main Street understands and agrees that any improvements made to the premises by Main Street shall inure to the benefit of the City and, in the event of dissolution of Main Street, or the termination of this agreement, such improvements shall remain in place as the property of the City.
- D. Main Street further agrees that it will be responsible for the coordination, promotion and support of the events previously sponsored by the City of Pascagoula Main Street Program as follows: Children's Mardi Gras, Downtown Easter Parade, Live Oak Art Festival and Downtown for the Holidays and Christmas Parade. Main Street shall also be responsible for the coordination, promotion and support of the Farmer's Market, which was heretofore the responsibility of the City of Pascagoula Community Development Department. In undertaking to coordinate, promote and support these events, as well as the Farmer's Market, Main Street agrees to coordinate its efforts with appropriate City officials for logistical support, traffic control, site designations and preparations, safety issues, event promotion and advertising. Nothing in this Subsection D. shall be construed as limiting Main Street to the specific events listed above. Main Street may sponsor any and all such events as Main Street, in its sole discretion, deems appropriate to the promotion of the Main Street mission as set forth in Paragraph 6.A. With respect to any events sponsored by Main Street, Main Street agrees to provide the City with at least 60 day's notice of the date of the events in order that appropriate logistical support, if needed, can be coordinated.

7. **Points of Contact:**

The respective points of contact for the parties to this MOU shall be the Chairman of the Main Street Board, or its Director, and the City Manager for the City of Pascagoula, or his designee. The parties agree that contact information for these points of contact shall be exchanged as soon as the same becomes available after execution of the MOU.

8. **Relationship of Parties:**

It is expressly understood and agreed by the parties to this MOU that Main Street shall operate as an independent corporate entity and will not serve as an agent for the City.

The parties expressly disclaim any agency relationship, joint venture or partnership.

Main Street agrees that it will hold itself out at all times as an independent entity and will not undertake to sponsor events or represent to any vendors or to the general public, that it is an agent or arm of the City. The parties agree, however, that they may in fact engage in the co-sponsorship of events for the promotion of Main Street activities; however, such co-sponsorship shall be subject to the approval of the City Council of the City of Pascagoula and the Main Street Board of Directors.

9. **Liability:**

A. It is agreed and understood by and between the parties that the City shall be and remain free of any liability or responsibility whatsoever for injury, loss, or damage to the person (including death), property, equipment, furniture, fixtures, works of art or chattels of Main Street or any third parties, including customers, clients, invitees, agents, servants or employees of Main Street in connection with any services to be rendered by Main Street under this MOU.

B. At all times during the primary term or any renewal term hereof, Main Street shall purchase, pay for, and carry public liability insurance with limits reasonable for the business or activity for which Main Street is organized in an amount not less than \$1,000,000.00 and Main Street shall furnish proof of the purchase of such insurance to the City within sixty (60) days after the execution of this MOU. The City shall be named in such policy as an additional insured.

C. Main Street hereby agrees and binds itself to indemnify and hold harmless the City from any claim of liability, loss, damages, costs, and expenses (including reasonable attorney fees) for injuries to persons or property arising out of Main Street's activities and any neglect or act of Main Street by its agents, servants and employees, for any

repairs, replacements, renovations, additions, changes, alterations or improvements made by Main Street to its headquarters facility. Main Street shall be responsible for providing its own insurance for its own property and operations.

- D. The City shall be responsible for insuring the building in which Main Street is located against any loss due to flood, fire, windstorm, vandalism or any act of God. Any insurance payment or recovery made or had as a result of an insurable loss of, or damage to, real or personal property comprising or located in the headquarters premises shall be and belong to the City; provided, however, that any such payment or recovery which is attributable to an insurable loss of, or damage to, personal property belonging exclusively to Main Street (for which it is to provide its own insurance) shall be paid to Main Street.
- E. Main Street shall be responsible for equipment, personal property, fixtures, works of art and chattels which it permits to be brought into its offices, unless such items are brought onto the premises at the direction of the City, and shall hold the City harmless from any liability for the damage or loss of such property that is not attributable to the negligence of the City or any of its agents, servants or employees.

10. Prior Agreements:

- A. The parties acknowledge that this MOU supersedes and replaces any and all past agreements, oral or written, regarding the operation and creation of Main Street under the auspices of the City of Pascagoula. This MOU supersedes and replaces any and all policies that were previously adopted by the City of Pascagoula in regard to the operation of Main Street as an adjunct of the City.
- B. It is the express intent of the parties that Main Street shall hereinafter operate as totally separate and independent corporate entity, shall set its own rules, regulations and policies, and that the consent of the City to the implementation of such rules, regulations and policies shall not be required. Main Street covenants and agrees, however, that it will not adopt any rule, regulation or policy that will contravene any of the laws of the City of Pascagoula, the State of Mississippi, or the United States.

11. Entirety of Agreement; Amendment:

The parties acknowledge this writing constitutes the entire agreement between the parties and no alteration or modification hereof shall be allowed except in writing

subject to the approval of the governing entities of each party. Revisions of this MOU shall be binding upon and inure to the benefit of the parties and their respective legal representatives, permitted successors and permitted assigns, if any.

12. **Assignment:**

No assignment of any portion of the rights, duties and obligations hereunder shall be allowed by either party without the express written permission of the non-assigning party.

13. **Severability:**

Should any provision of this MOU be determined to be invalid by a court of competent jurisdiction, then such invalidation shall not operate to invalidate the remainder of the MOU and all terms and conditions set forth herein that are not subject to such invalidation shall remain in full force and effect. The parties agree that they will cooperate with one another to remove and replace any such invalid term or condition with one which is indeed enforceable and meets the spirit of the MOU between the parties.

14. **Miscellaneous:**

- A. Main Street agrees that it shall abide by all applicable laws, rules, regulations and ordinances of the City, County, the State of Mississippi and the United States and any other laws that now exist, or which may hereafter be amended or adopted insofar as such laws, rules, regulations, and ordinances pertain to the use of the premises where Main Street is headquartered, or to any activities sponsored or promoted by Main Street.
- B. A waiver by either party of any terms or conditions set forth herein shall not constitute a permanent waiver of such terms or conditions, nor shall it be construed in such a way as to imply that a waiver of that particular term or condition will be granted in the future.
- C. The parties acknowledge that this MOU is being entered into by and between the parties in good faith and at arm's length and that each party will, at all times, conduct itself in such a way as to assure the good faith compliance with the terms and conditions herein.
- D. Main Street acknowledges that the City has a policy of nondiscrimination based on

race, color, age, religion, sex, national origin and handicap status. Main Street agrees to be bound by this policy.

- E. This MOU is not to be construed as a lease and it is understood that the premises wherein Main Street headquarters will operate will remain the property of the City, or its successors in interest. It is the City’s intent, at this time, to lease to Main Street “Unit A” at the Anchor Square Complex at zero rent. This lease shall be a separate document inasmuch as the City is contemplating the transfer of the Anchor Square Complex to the Pascagoula Redevelopment Authority subject to whatever leases may be extant at the time of such transfer. Nothing in this MOU shall be construed as constituting a transfer or hypothecation of the City’s title to these premises.
- F. It is understood and agreed that the name “Main Street Pascagoula, Inc.” as well as all other assets of Main Street now owned or hereafter acquired, shall remain the exclusive property of Main Street and that nothing in the terms of this MOU shall be construed as a hypothecation of title thereto in favor of the City or to any third party.

15. **Execution:**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MOU shall become effective on the date set opposite the last signatory to execute same and shall remain effective for one year thereafter or until terminated or extended, as provided herein.

WITNESS THE SIGNATURES for the respective parties by and through their duly authorized representatives.

ATTEST:

CITY OF PASCAGOULA, MS

BY: _____
Municipal Clerk

BY: _____
Mayor

DATE: _____

DATE: _____

ATTEST:

MAIN STREET PASCAGOULA

By:_____

BY:_____

DATE:_____

DATE:_____

The attachments to the Memorandum of Understanding are spread on the minutes as follows:

Office Contents

2 desks
1 2 drawer file (matches desk)
3 red tents
1 3 drawer metal filing cabinet
1 shredder
1 desk chair
1 mat
5 LOAF framed pictures
2 Pascagoula Main Street framed documents
4 Boxes Pascagoula Main Street files, books etc.
2 Boxes LOAF files, materials
1 Tote Round Island Lighthouse ornaments
1 Folding table

Depot Contents

3 White Boards
5 Christmas Wreaths (in upper cabinet)
1 4 drawer storage filing cabinet (off white)
1 4 drawer filing cabinet (black)
2 floral printed chairs
1 4 shelf book case (oak)
1 2 shelf display case (oak)
2 2 drawer filing storage cabinet (off white)
1 book shelf with storage beneath (oak)
1 rolling filing drawer
1 conference table
12 rolling conference chair (burgundy)
6 folding chairs
1 folding table
1 tote of banners (assorted downtown for the holidays etc.)
1 4 drawer storage cabinet (grey)
3 totes of LOAF t-shirts (misc. supplies)
2 totes of fall supplies

Supply closet

8 to 10 reams of colored copy paper
10 to 20 notebooks pertaining to Pascagoula Main Street
2 Bubble machines
Two shelves of assorted supplies
Cleaning supplies

Vacuum cleaners, broom, mops etc.
Wheel barrow
Bunny suits
Elf costumes (Christmas costumes)
Decorations (Christmas)
Christmas lights, battery operated lights
Golf cart (at PD)
Hall tree coat hanger

Councilman Tadlock made a motion to approve the Memorandum of Understanding (MOU) between the City of Pascagoula and Main Street Pascagoula, Inc. as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman

Jackson and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

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

The next item for consideration was the Anchor Square Lease Agreement for Unit A with Main Street Pascagoula, Inc. effective December 1, 2014, as recommended by Eddie Williams, City Attorney.

Councilman Jackson made a motion to approve the Anchor Square Lease Agreement for Unit A with Main Street Pascagoula, Inc. effective December 1, 2014, as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. (Approved 11-4-14)

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

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

ORDER

WHEREAS, the attached docket of claims for the period October 17, 2014, through October 31, 2014, 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 Hill, seconded by Councilman Pickett, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”. The Mayor then declared the Order adopted on the 4th day of November, 2014.

Mayor Blevins encouraged us to buy local whenever possible.

The City Manager advised the Council of several Veterans Day events next week.

Jen Dearman, Community and Economic Development Director, provided an overview of the “Fiesta de Cyclovia” event scheduled for Saturday, November 8, 2014, from 9:00 a.m. – 4:00 p.m. at the riverfront.

Councilman Tadlock expressed thanks to Cherokee Elementary students and faculty, Chevron, and the American Heart Association for allowing him to participate in an educational session regarding gardening and nutrition.

There being no further business to come before the Council at this time, Councilwoman Simkins made a motion to recess until Monday, November 10, 2014, at 8:30 a.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “AYE”, Tadlock “AYE”, and Tipton “ABSENT”.

The meeting ended at 7:15 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Brenda Reed, Asst. City Clerk