

**RECESSED REGULAR MEETING OF THE CITY COUNCIL**

**MONDAY, SEPTEMBER 28, 2015, AT 4:30 P. M.**

**CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Monday, September 28, 2015, at 4:30 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.  
Councilman David Tadlock  
Councilman Scott Tipton

City Manager Joe Huffman  
City Attorney Eddie Williams  
Chief Deputy City Clerk Carol Groen

Councilwoman Brenda Simkins was absent.

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Mayor Blevins welcomed everyone to the meeting. The invocation was given by Councilman Tadlock. The pledge of allegiance was led by Councilman Tipton.

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**The consent agenda was considered at this time:**

The first item for consideration was an Ordinance to amend Section 22-23 – Rules for use and management of Machpelah Cemetery as recommended by Eddie Williams, City Attorney.

The Ordinance is spread upon the minutes as follows:

**ORDINANCE NO. 9-2015  
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 22-33. RULES FOR USE  
AND MANAGEMENT, SUBSECTION (3) OF ARTICLE II.  
MACHPELAH CEMETERY, OF THE CODE OF ORDINANCES  
OF THE CITY OF PASCAGOULA, TO PROVIDE AUTHORITY**

**FOR THE CITY MANAGER, OR HIS DESIGNEE, TO ALLOW VARIANCES TO THE DIMENSIONAL REQUIREMENTS SET FORTH THEREIN, WHEN, IN HIS DISCRETION, SUCH VARIANCES WOULD NOT ADVERSELY IMPACT SURROUNDING LOTS, WALKWAYS, ALLEYS AND ROADWAYS; TO PROVIDE AN EFFECTIVE DATE; AND FOR RELATED PURPOSES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA**

**AS FOLLOWS:**

**SECTION 1:** Section 22-23. Rules for use and management, is amended as follows:

The following rules shall apply to Machpelah Cemetery as shown on the plats recorded at Jackson County, Mississippi, Plat Book 15, Page 41 and Plat Book 1, Page 132:

- (1) No fences shall be erected in the cemetery except when necessary by the city.
- (2) No copings shall be constructed in Sections 31 through 117, inclusive, as shown on the plats noted above.
- (3) Copings and mausoleums are permitted in Sections A through Z, inclusive, and Sections 1 through 30, inclusive, on the plats noted above, subject to the following restrictions: Copings where permitted shall be made of concrete, marble or granite; shall not be more than four inches wide; shall not rise more than three inches above grade; and shall not encroach upon any walkway, driveway, street or other commons area. The city manager, or his designee, shall have the authority to grant variances to the dimensional requirements set forth herein, whenever, in his discretion, such variances will not have an adverse impact upon surrounding lots, walkways, alleys and roadways.
- (4) Excess earth from opening and closing graves shall be either removed from the cemetery or disposed of within the cemetery by the person in charge of the burial at a place and in a manner approved by the city manager.
- (5) Debris and material resulting from a burial, such as wilted flowers, wreaths, flower stands and the like, shall be removed from the cemetery and properly disposed of by the person in charge of the burial within ten days after the burial.

- (6) No person shall erect or cause the placement of any encroachment, including the burial of a body, in or upon any walkway, driveway, street or other commons area of the cemetery.
- (7) After January 1, 1993, all caskets shall be encased in either a steel or concrete vault or an outer rigid burial container.

**SECTION 2:** This ordinance shall become effective as provided by law.

The above Ordinance was introduced by Councilman Hill, seconded for adoption by Councilman Tipton, and received the following vote: Mayor Blevins voted "AYE", Councilman Hill voted "AYE", Councilman Jackson voted "AYE", Councilman Pickett voted "AYE", Councilwoman Simkins "ABSENT", Councilman Tadlock voted "AYE", and Councilman Tipton voted "AYE".

Passed this the 28<sup>th</sup> day of September, 2015.

APPROVED:

/s/ Harry J. Blevins  
Harry J. Blevins, Mayor

ATTEST:

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

(S E A L)

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The next item for consideration was the LaPointe-Krebs Foundation application to the Community Heritage Preservation Grant Support Letter as recommended by Eddie Williams, City Attorney.

Councilman Hill made a motion to approve the LaPointe Krebs Foundation application as recommended and authorize the Mayor to execute the support letter. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Pickett "AYE", Simkins "ABSENT", Tadlock "AYE", and Tipton "AYE". (Approved 9-28-15)

The letter is spread upon the minutes as follows:

HARRY J. BLEVINS  
MAYOR

JOSEPH R. HUFFMAN  
CITY MANAGER

EDDIE C. WILLIAMS  
CITY ATTORNEY



CITY COUNCIL

MARVIN PICKETT, SR. Councilman, Ward 1  
FREDDY JACKSON Councilman, Ward 2  
DAVID TADLOCK Councilman, Ward 3  
BURT HILL Councilman, Ward 4  
SCOTT TIPTON Councilman, Ward 5  
BRENDA H. SIMKINS Councilwoman at Large

603 WATTS AVE. • P.O. DRAWER 908  
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-938-6605  
FAX 228-372-6851

September 16, 2015

Board of Trustees  
Mississippi Department of Archives and History  
Historic Preservation Division  
P.O. Box 571  
Jackson MS. 39205

RE: LaPointe-Krebs Foundation  
Community Heritage Preservation Grant Support Letter

To Whom It May Concern:

I would like to express City of Pascagoula's support for the Community Heritage Preservation Grant Round XI application for the LaPointe-Krebs House (aka Old Spanish Fort). The grant will provide structure stabilization, immediate needs, corrective measures, and preventive maintenance as recommended by the Historic Structure Report.

If awarded, the grant will bring forth the opportunity to open the door to new vistas including planned maintenance, annual inspections and a new program for active use of the house, and grounds, to include educational programs for all ages.

As you know, the LaPointe-Krebs House presents a unique view on French Colonial history, not only in Mississippi, but in the entire United States. The building withstood the ravages of time, weather, neglect, and even Formosan termites for almost 300 years, and we do not want to lose it. The LaPointe-Krebs House is an irreplaceable asset in Pascagoula. We hope you will see the value in this living piece of history as we do and assist the LaPointe-Krebs Foundation in preserving it for the future generations.

If you should have any questions, please call me at (228)938-6614. Thank you for your consideration.

Sincerely,

Harry J. Blevins  
Mayor

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The next item for consideration was a Right of Entry Agreement with Wal-Mart as recommended by Eddie Williams, City Attorney.

The Right of Entry Agreement is spread upon the minutes as follows:

**RIGHT OF ENTRY AGREEMENT**

**THIS RIGHT OF ENTRY AGREEMENT** (the "Agreement") is by and between the **CITY OF PASCAGOULA** (the "Owner"), and **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Licensee") and is made effective as of the latter of Owner and Licensee to sign as evidenced by the date inserted beneath the signature of each.

In consideration of the mutual covenants set forth in this Agreement and other good, valuable and sufficient consideration received, Owner and Licensee agree as follows:

1. **License.** Subject to the terms and conditions of this Agreement, Owner grants to Licensee a temporary, revocable and nonassignable license, to enter onto portions of those certain public road rights of way located in Pascagoula, Mississippi as denoted on **Exhibit A** attached hereto as a proposed site for monitoring well or surface water testing (the "Property"), and to permit Licensee's employees, agents, consultants, contractors and subcontractors ("Licensee's Representatives"), at Licensee's sole cost and expense, for any lawful purpose, to conduct investigations on the Property, including, but not limited to the right to perform tests, borings, surveys, studies, inspections, examinations, and interviews of persons familiar with the Property concerning the Property, and including, without limitation, engineering tests, tests of the structural, plumbing, mechanical, and ventilation systems, tests of any roofs on any improvements, test borings, percolation and other soil tests and groundwater tests covering testing for hydrocarbons, hazardous substances, toxic pollutants and other contaminants (collectively, the "Testing"). If the Testing includes installation of ground water monitoring wells, piezometers, or other structures used to facilitate collection of environmental samples, Licensee shall have the right after the expiration of this Agreement to re-enter the Property for the purpose of removing or abandoning the ground water monitoring wells, piezometers, or other structures in accordance with applicable state or federal laws. The terms and provisions of this Section 1 shall survive the expiration or termination of this License.

2. **Ownership Representation.** Owner represents and warrants that it has the full power and authority to grant Licensee the rights described herein.

3. **Indemnification.** Licensee shall indemnify, defend and hold harmless the Owner from and against any and all claims, suits, actions, liabilities, losses, damages and/or expenses (including, without limitation, reasonable attorneys' fees and court costs), incurred by Owner caused by the Testing, excluding the discovery of existing hazardous materials, hazardous substances or hazardous wastes on the Property, and the negligence or intentional conduct of Owner, its employees, agents, representatives and contractors.

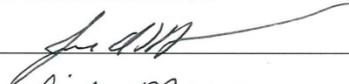
4. **Restoration.** Licensee will promptly restore as nearly as practicable to its previous condition any portion of the Property that is disturbed by the Testing and any other activities pursuant hereto.

5. **Miscellaneous.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. This Agreement may be executed by one or more parties using an electronic signature or a facsimile copy, which the parties agree shall be binding for all purposes and shall constitute an original signature. This Agreement shall automatically terminate one (1) year from the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of September 23, 2015.

**OWNER:**

**CITY OF PASCAGOULA**

By: 

Its: City Manager

**LICENSEE:**

**WAL-MART REAL ESTATE BUSINESS TRUST,**  
a Delaware statutory trust

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

(See attached)



ButlerSnow 27895281v2

Councilman Hill made a motion to approve the City Manager’s execution of the Right of Entry Agreement as recommended. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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

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The next item for consideration was Urban Financial Group, Inc. vs. City of Pascagoula, et al., Chancery Court Cause No. 2015-0648-JB, for Final Judgment confirming title to real property in favor of Urban Financial Group, Inc., subject to a reserved drainage and utility easement in favor of the City, as recommended by Eddie Williams, City Attorney.

Councilman Tipton made a motion to approve the Final Judgment and authorize the City Attorney to sign it on behalf of the City, 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 “ABSENT”, Tadlock “AYE, and Tipton “AYE”. (Approved 9-28-15)

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

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**The following new business items were considered at this time:**

The next item for consideration was Budget Amendment 15.38 for various funds to reallocate budget provisions at the end of the fiscal year as recommended by Bobby Parker, City Clerk/Comptroller.

The budget amendment is spread upon the minutes as follows:

<b>City of Pascagoula                      Budget Amendment # 15.38                      September 28, 2015</b>			
	<b><u>Current Budget</u></b>	<b><u>Budget Amendment</u></b>	<b><u>Amended Budget</u></b>
<b><u>GENERAL FUND</u></b>	-	-	
	-	-	
	-	-	

<b><u>Expenditures:</u></b>	-	-	
<b><u>Economic Development:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Consulting Services	45,885	(2,100)	43,785
<b><u>Capital Outlay:</u></b>			
Improvements - Anchor Square	27,000	2,100	29,100
<b><u>Beautification:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Grass Cutting Contract	770,855	60,850	831,705
<b><u>Capital Outlay:</u></b>			
Mobile Equipment	40,000	(40,000)	-
<b><u>Supplies:</u></b>			
Gas & Oil	15,000	(3,950)	11,050
Landscaping Supplies	50,000	(12,100)	37,900
Tree Planting	8,000	(4,800)	3,200
<b>Total Expenditures</b>	<b>956,740</b>	<b>-</b>	<b>956,740</b>
<b>Net Change in Fund Balance - General Fund</b>		<b>-</b>	
 <b><u>FIRE INSURANCE REBATE FUND</u></b>			
<b><u>Expenditures:</u></b>			
<b><u>Fire Insurance Rebate:</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Training - Fire Academy	11,000	(1,350)	9,650
<b><u>Capital Outlay:</u></b>			
Mobile Equipment	32,000	1,350	33,350
<b>Total Expenditures</b>	<b>43,000</b>	<b>-</b>	<b>43,000</b>

<b>Net Change in Fund Balance - Fire Insurance Rebate Fund</b>			-
<b>To amend the budget in order to reallocate budget provisions as needed at year end.</b>			

Councilman Jackson made a motion to approve Budget Amendment 15.38 as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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The next item for consideration was the audit report for the fiscal year ended September 30, 2014, as recommended by Bobby Parker, City Clerk/Comptroller.

Councilman Tadlock made a motion to acknowledge receipt of the audit report for FY 2014 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 “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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

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The next item for consideration was payment of the final Group Health Insurance Claims Run for FY2015 to Lockard and Williams for \$160,234.35 and authorize a manual check as recommended by Brenda Germany, Human Resources Generalist.

Councilman Hill made a motion to approve payment of the final Group Health Insurance Claims Run and issuance of a manual check for \$160,234.35 as recommended. The motion was seconded by Councilman Pickett and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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

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The next item for consideration was Amendment #06 to the City of Pascagoula Employee Health Insurance Plan as recommended by Brenda Germany, Human Resources Generalist.

The amendment is spread upon the minutes as follows:

CITY OF PASCAGOULA  
Employee Health Care Plan Amendment #06  
Plan Year 2014/15

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

Effective October 1, 2015

**Page 23 | Medical Exclusions** is amended to add the following:

15. Expenses for *orphan drugs*.

**Page 64 | Definitions** is amended to add the following:

***Orphan Drugs*** – An “orphan drug” is a product that treats a rare disease (e.g., affecting fewer than 200,000 Americans). Products have FDA orphan drug approval when they meet the orphan drug designation and marketing criteria established by the FDA.

**Page 62 | Definitions** is amended to remove the following:

***Customary and Reasonable Amount***

The fee assessed by a provider of service for services, supplies or treatment which shall not exceed the general level of charges made by others rendering or furnishing such services, supplies or treatment within the area where the charge is ***incurred*** and is comparable in severity and nature to the ***illness*** or ***injury***. Due consideration shall be given to any medical complications or unusual circumstances which require additional time, skill or experience. The ***customary and reasonable amount*** is determined from a statistical review and analysis of the charges for a given procedure in a given area. The term "area" as it would apply to any particular service, supply or treatment means a county or such greater area as is necessary to obtain a representative cross-section of the level of charges.

**Entire Document | All References to *Customary and Reasonable Amount* will be removed and replaced with the following:**

***“Medicare – Based Pricing”***

Medicare Based Pricing will equal 140% of the Medicare Allowable.

These changes, as approved by the City of Pascagoula on \_\_\_\_\_ day of \_\_\_\_\_, 2015, are effective October 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 Tipton made a motion to approve Amendment #06 to the City of Pascagoula Employee Health Insurance Plan as recommended and authorize the City Manager 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 “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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

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The next item for consideration was the City of Pascagoula Employees’ 2016 Voluntary Insurance Program, as recommended by Brenda Germany, Human Resources Generalist.

Additional information is spread on the minutes as follows:

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**MEMORANDUM**

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**TO:** JOE HUFFMAN,  
COUNCIL MEMBERS

**FROM:** BRENDA GERMANY

**SUBJECT:** CITY OF PASCAGOULA EMPLOYEES’ 2016 VOLUNTARY INSURANCE PROGRAM

**DATE:** 09/22/2015

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At the August 20, 2015 meeting, the City of Pascagoula Insurance Committee reviewed the current Voluntary Insurance program and unanimously recommended the following providers for the City of Pascagoula Employees 2016 Voluntary Insurance Program:

- Accident – Colonial Life
- Cancer – Colonial Life
- Critical Illness – AFLAC
- Dental – MetLife

Hospital Indemnity – Colonial Life  
Short/Term Disability – Colonial Life  
Term Life – Mutual of Omaha  
Universal Life – Colonial Life

The 2016 Voluntary Insurance Program reflects no change from the current 2015 program. The Human Resources staff concurs with these recommendations.

Councilman Tipton made a motion to approve the 2016 Voluntary Insurance Program as recommended above. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 9-28-15)

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

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After general comments, Councilman Jackson made a motion to adjourn the meeting. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”.

The meeting ended at 4:54 p.m.

APPROVED:

\_\_\_\_\_  
Harry J. Blevins, Mayor

ATTEST:

\_\_\_\_\_  
Carol Groen, Chief Deputy City Clerk