

**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, APRIL 19, 2016, AT 6:00 P. M.
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a recessed regular meeting on Tuesday, April 19, 2016, 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.
Councilman David Tadlock
Councilman Scott Tipton

City Manager Joe Huffman
City Attorney Eddie Williams
City Clerk/Comptroller Bobby Parker
Carol Groen Chief Deputy City Clerk

Councilwoman Brenda Simkins was absent.

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

Mayor Blevins and several Council members gave opening remarks. Mayor Blevins reported that a business, Trend Setters Barber Shop, opened recently and congratulated Jodie Mckenzie, Teacher in Pascagoula Gautier School District, for winning Mississippi's 2016 Teacher of the Year award.

Mayor Blevins welcomed Pascagoula Mayor's Youth Council members to the meeting tonight.

Mayor Blevins read and presented Frank Corder with a "Proclamation for National Day of Prayer"

The Proclamation is spread on the minutes as follows:

P R O C L A M A T I O N

WHEREAS, the history of our Nation is indelibly marked with the role that prayer has played in the lives of individual Americans and the United States as a whole; and

WHEREAS, our greatest leaders have always turned to prayer in times of crises; and

WHEREAS, the 65th Annual National Day of Prayer with the national theme "*Wake Up, America*" will take place on May 5, 2016, when millions will unite in prayer as thousands of events take place from coast to coast; and

WHEREAS, we acknowledge that prayer is a personal experience of one's hope and aspirations; sorrows and fears; remorse and renewed resolve; praise and thanksgiving; and love toward God.

NOW, THEREFORE, I, Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby declare Thursday, May 5, 2016, as

“DAY OF PRAYER”

in the City of Pascagoula so we may meet the challenges that lie before us with courage, wisdom and justice.

Harry J. Blevins
Mayor

Mayor Blevins read and presented Darcie Crew with a “ Proclamation for Earth Month”

The Proclamation is spread on the minutes as follows:

Proclamation

WHEREAS, the global community has been celebrating Earth Day annually since 1970; and

WHEREAS, Earth Day began as a long-term endeavor to support a cleaner, healthier, more prosperous planet, but eventually led to a month-long observance and the creation of far-reaching and life-changing policies and agencies such as the Environmental Protection Agency, the Clean Air Act, Clean Water Act, and others; and

WHEREAS, it is our duty as citizens of Pascagoula to protect our land and our waters from pollution and litter and to reduce our use of resources wherever we can; and

WHEREAS, it is likewise our duty as citizens to recycle when possible to reduce the amount of waste in our landfills; and

WHEREAS, Pascagoula renews its commitment to environmental stewardship along with communities across the nation as a Keep America Beautiful affiliate; and

WHEREAS, Pascagoula Parks & Recreation sponsors annual programs to promote the aforementioned, including the annual Litter Bugs Me program in our schools, the Great American Cleanup, and is introducing a new event this year, Explore the World Around You; and

WHEREAS, our City faces new challenges every day, but none greater than taking steps today to leave a clean, beautiful, and sustainable environment for the future;

NOW, THEREFORE, I, Harry J. Blevins, Mayor of Pascagoula, do hereby proclaim the month of April 2016

Earth Month

in the City of Pascagoula, and call upon all citizens to take part in making Pascagoula a great place to live, work and play for years to come and to observe Earth Month by participating in an activity or undertaking a project of their own.

Harry “Jim” Blevins
Mayor

Joseph Hasbrouck, Mayor, for Pascagoula Mayor's Youth Council, presented the semi-annual report along with a slide show.

Mayor and Council presented "Certificates of Recognition" to Seniors of the Mayor's Youth Council which included a \$250.00 scholarship.

The following Seniors received the \$250.00 scholarship:

Clara Baumhauer
Summer Beall
Joseph Hasbrouck
Victoria Miller
Kris Rinza
Gabriela Wells

Tee McCovey, Our Daily Bread President, addressed the Council and passed out a handout of the 5-year Strategic Plan and briefly commented on the highlights of the Plan. Mayor and Council thanked Mr. McCovey for the presentation and welcomed him back to the community.

Adele Lyons, Habitat for Humanity, Director of Development, addressed Council bragging on the participation and hard work of Councilwoman Brenda Simkins. Habitat is having their annual fundraiser, "Hangout with Habitat", at the IP Casino. Councilwoman Brenda Simkins will rappel 300 ft. from the top of IP Casino to raise \$1,000.00 for Habitat for Humanity. Ms. Lyons passed a handout to Council. Mayor Blevins thanked Ms. Lyons for coming tonight.

Joe Huffman, City Manager requested removal of Item #9 from the consent agenda. It will be addressed separately.

The consent agenda was considered at this time:

The first item for consideration was the minutes of the regular Council meeting of April 5, 2016, as recommended by Carol Groen, Chief Deputy City Clerk.

Councilman Jackson made a motion to adopt and approve minutes of the regular Council meeting of April 5, 2016, 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 4-19-16)

Minutes of the Recreation Commission meeting of March 2, 2016, were acknowledged by the Council.

Minutes of the Pascagoula Mayor's Youth Council meeting of March 28, 2016, were acknowledged by the Council.

The next item for consideration was advertising the resources of the City through the purchase of a plaque with a Key to the City for Jay Higginbotham – Author, Historian and Activist.

Councilman Jackson made a motion to advertise the resources of the City through the purchase of a plaque with a Key to the City for Jay Higginbotham – Author, Historian and Activist 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 4-19-16)

The next item for consideration was a request to advertise the resources of City through The Junior Auxilliary of Pascagoula-Moss Point, Inc., 18th Annual Charity Boil in the amount of \$100.00 as recommended by Eddie Williams, City Attorney.

Councilman Jackson made a motion to approve advertising the resources of City through the Junior Auxilliary of Pascagoula-Moss Point, Inc., 18th Annual Charity Boil in the amount of \$100.00 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 4-19-16)

The next item for consideration was an Order designating Kristi Summerlin as a Deputy Municipal Clerk as recommended by Eddie Williams, City Attorney. This will not create a new position and will not result in a wage increase.

The Order is spread on the minutes as follows:

ORDER DESIGNATING DEPUTY MUNICIPAL CLERK

WHEREAS, Kristi H. Summerlin has now completed a course of study under the auspices of the Center for Governmental and Community Development with the Mississippi State University Extension Program, resulting in her eventual receipt of credentials as a Certified Municipal Clerk; and

WHEREAS, one of the requirements and qualifications upon completion of the certification program is that one must have the title Deputy Municipal Clerk; and

WHEREAS, Kristi H. Summerlin will receive her certification at the Mississippi Municipal League Conference in June of this year; and

WHEREAS, the change in her title will not create a new position within the City and will not result in a wage increase:

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

Section 1. Kristi H. Summerlin is hereby designated as a “Deputy Municipal Clerk” effective immediately, in fulfillment of her requirements for certification as such.

Section 2. The Director of Human Resources is directed to make any and all change necessary in Ms. Summerlin’s personnel records to reflect this change of title.

So ordered this the 19th day of April, 2016.

Harry J. Blevins, Mayor

Brenda Reed, Assistant City Clerk

The above Order was introduced by Councilman Jackson, seconded for adoption 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". The Mayor then declared the Order adopted on the 19th day of April, 2016.

The next item for consideration was a request to reject all Sand Bids (#358) received due to specification changes as recommended by Robin Wood, Purchasing Agent.

Councilman Jackson made a motion to approve the request to reject all Sand Bids (#358) received due to specification changes as recommended and authorize City Clerk to re-advertise for bids. 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 4-19-16)

The next item for consideration was the 2015 CDBG Public Services Agreement with the Salvation Army as recommended by Jen Dearman, Community and Economic Development Director.

The contract is spread on the minutes as follows:

**CONTRACT BETWEEN
THE CITY OF PASCAGOULA, MISSISSIPPI
AND
THE SALVATION ARMY**

CFDA Title: Community Development Block Grant / Entitlement Grant
CFDA #: 14.218
Award Name: Salvation Army – FY15 CDBG Public Services
Award #: 1502
Award Year: 2015

THIS AGREEMENT, entered this 15 day of March, 2016, by and between the CITY OF PASCAGOULA (herein called the "GRANTEE") and THE SALVATION ARMY (herein called the "SUBRECIPIENT").

WHEREAS, the grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the grantee wishes to engage the subrecipient to assist the grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. PURPOSE

- A. This contract sets forth the responsibilities of the grantee and subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.), hereinafter referred to as CDBG.
- B. The grantee is subgranting funds to the subrecipient to be used for the primary objective of the CDBG program of developing viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income (which is defined as 80 percent or less of the area's median income).

I. STATEMENT OF WORK

- A. Description of Work: The subrecipient will be responsible for administering CDBG FY2015 funds. The funds will provide emergency utility and rental assistance to low-to-moderate Pascagoula residents. A household is eligible to receive three months of both utility and rental assistance. Utility assistance includes payments to Mississippi Power and Singing River Electric for deposits and no more than three months of service. Payments to the Pascagoula Utilities Department for water and gas are not eligible. Rental assistance includes deposits and no more than three months of rent. Additionally, clients will receive assistance obtaining their vital records which are necessary for employment.

B. Schedule for Completing Work: Services of the subrecipient may not start before the 1st day of October, 2015, and shall end on the 30th day of September, 2016.

C. Budget: \$ 5,000

Budget	
Utility Assistance – deposits and three months of service (Mississippi Power and Singing River Electric NOT Pascagoula Utilities gas and water)	\$3,500
Rental Assistance – deposits and three months of service	
Vital Record Assistance (social security cards, birth certificates, TWIC offshore cards, state issued identification cards, driver's licenses and marriage certificates to secure housing and/or employment.	\$1,500

D. National Objectives: All activities funded with CDGB funds must meet one of the CDBG program's National Objectives (listed below). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the following National Objective(s). Please check one.:

i. Benefit low- and moderate-income persons. If applicable please check one:

1. Area benefit activities: An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons.

2. Limited clientele activities:

a. An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons.

b. Serve a group primarily presumed to be LMI. Indicating this section certifies that the subrecipient will verify and maintain records in its offices that persons receiving services are residents of the City of Pascagoula, and meet the CDBG limited clientele criteria according to the category selected. If selected please check one:

i. Abused Children

ii. Battered Spouses

iii. Elderly Persons – Ages 62 and over

iv. Severely Disabled Adults

v. Homeless Persons

vi. Illiterate Adults

vii. Persons Living with AIDS

viii. Migrant Farm Workers

3. Housing activities: An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate- income households.
4. Job creation or retention activities: An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons.

- i. Activities which aid in the prevention or elimination of slums or blight
 1. Activities to address slums or blight on an area basis
 2. Activities to address slums or blight on a spot basis
 3. Activities designed to meet community development needs having particular urgency
 4. Additional criteria
- ii. This objective will be met through _____.

II. RECORDS AND REPORTS

A. Subrecipient shall:

- i. allow the grantee, HUD, and any of their authorized representatives access to financial records pertaining to CDBG funds and this agreement for the purpose of audit or examination;
- ii. submit quarterly progress reports including, but not limited to, the number of individuals served with ethnicity indicated, confirmation of low to moderate income of individuals, and detailed budget describing the total expenditures to date as well as each individual expenditure on the tenth day of April and October during the schedule for completing work time period;
- iii. submit a monthly report on all program income as defined in 24 CFR 670.500(s) *if program income is generated* by activities carried out with CDBG funds made available under this agreement. Please see III. Program Income for full requirements;
- iv. provide management and personnel to adequately perform the services prescribed by this agreement;
- v. be solely responsible for any and all taxes (federal, state and/or local), worker's compensation insurance, disability payments, social security payments, unemployment insurance payments, insurance, and any similar type of payments for the subrecipient or any employee thereof and shall hold the grantee harmless from any and all such payments;
- vi. apply funds from any other source for the services reimbursed under this agreement;
- vii. maintain records:
 1. providing a full description of each activity undertaken and

- demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- 2. as required to determine the eligibility of activities;
- 3. as required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance;
- 4. documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5. as required in the financial records (24 CFR 570.502, and 24 CFR 84.21-28); and
- 6. of all monitoring performed on the Subrecipient as stated in the Monitoring Section; and
- 7. other records necessary to document compliance with Subpart K of 24 CFR Part 570;
- viii. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

III. PAYMENT PROCEDURES:

A. Subrecipient shall:

- i. submit payment requests that include required supporting documentation);
- ii. provide the grantee a specific unit of measure for all services;
- iii. provide the grantee invoices for services rendered based on actual costs; and
- iv. submit an indirect cost allocation plan for grantee approval *if indirect costs are charged* to determine the appropriate grantee share of administrative costs.

B. Grantee shall:

- i) in consideration for services rendered by the subrecipient, pay a total sum not to exceed the CDBG program year funded amount of \$5,000;
- ii) monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis; and
- iii) reimburse the subrecipient upon receipt of a payment request that includes accurate required supporting documentation from the subrecipient.

IV. PROGRAM INCOME

- A. If program income is a result of the subrecipient's services, the subrecipient is required to maintain compliance with 24 CFR 570.504(c).

- B. The subrecipient shall report monthly reports on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the grantee.
- V. UNIFORM ADMINISTRATIVE REQUIREMENTS: The subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract including OMB Circular A-133 (Audits of State and Local Governments and Non-Profit Organizations), OMB Circular A-122 (Cost Principles for Non-Profit Organizations), and 24 CFT Part 84 (Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
- VI. OTHER PROGRAM REQUIREMENTS: The subrecipient will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, that the Subrecipient does not assume the grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR Part 52.
- A. Audits: In accordance with 24 CFR 570.502 and local requirements, the subrecipient shall submit an audit complying with the Single Audit Act of 1984 to the grantee annually.
- B. Client data: The subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to grantee monitors or their designees for review upon request.
- C. Prohibition of Political or Religious Activity: There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations - lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.
- D. Discrimination Prohibited: The subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to
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employment, because of race, color, religion, national origin, age, or sex.

- E. Merger or Integration: This agreement constitutes the entire agreement between the subrecipient and the grantee with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
 - F. Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the subrecipient and the grantee. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
 - G. Amendment: grantee or subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or releases grantee or subrecipient from its obligations under this Agreement. The grantee may, in its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or statement of work to be undertaken as part of this agreement, such modification will be incorporated only by a written amendment signed by both grantee and subrecipient.
 - H. Monitoring: The subrecipient will be monitored on performance before the closeout of its activities. Reports on the review will be provided to the subrecipient and any conclusions made must be cleared before closing out.
 - I. Close-outs: The subrecipient's obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return all unused materials, equipment, unspent cash advances, program income balances, and account receivable to the grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.
 - J. Hold Harmless: To the fullest extent permitted by law, the subrecipient agrees to indemnify, pay in behalf of, and hold harmless the grantee, its elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the grantee, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the grantee, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out
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of, or is in any way connected or associated with the activity authorized by this contract.

- K. Confidentiality: The use or disclosure of information by the grantee concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process.
- L. Copeland "Anti-Kickback" Act: The subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- M. Conflict of Interest : The subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:
 - i. The subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - ii. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, the subrecipient, or any designated public agency.
 - iv. In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the grantee or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

V. SUSPENSION AND TERMINATION

- A. In accordance with 24 CFR 85.43, the grantee may suspend or terminate this
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agreement if the subrecipient materially fails to comply with any term of this agreement, which includes, but not limited to the following:

- i. failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- ii. failure, for any reason, of the subrecipient to fulfill in a timely and proper manner its obligations under this agreement;
- iii. ineffective or improper use of funds provided under this agreement; or
- iv. submission by the subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.
- v. Also, in accordance with 24 CFR 85.44, this agreement may be terminated for the grantee or the subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the grantee may terminate the award in its entirety.

VI. REVERSION OF ASSETS

- A. Upon this agreement's expiration the subrecipient shall transfer to the grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:
 - i. used to meet one of the national objectives in 24 CFR 570.208 (formerly 24 CFR 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the grantee; or
 - ii. if not used in accordance with (i), in which event the subrecipient shall pay to the grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the grantee. No payment is required after the period of time specified in (i).

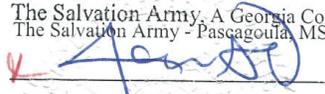
VII. NOTICES: Communication and details concerning this contract shall be directed to the following contract representatives:

- A. Grantee:
 - i. Point of Contact: City of Pascagoula
Jen Dearman, Community and Economic Development Director
 - ii. Address: P.O. Box 908, Pascagoula, MS 39567
 - iii. Phone: 228-938-6651
 - iv. Email: jdearman@cityofpascagoula.com

B. Subrecipient:
 i. Point of Contact: The Salvation Army
 ii. Address: Zach Rhodes, Grant and Volunteer Coordinator
 iii. Phone: 2019 22nd Street, Gulfport, MS 39501
 iv. Email: 228-374-8301
zach.rhodes@uss.salvationarmy.org

V. CONTRACT ACCEPTANCE: The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

<p>Grantee, City of Pascagoula</p> <p>Signature: _____</p> <p>Print Name: <u>Joseph R. Huffman</u></p> <p>Title: <u>City Manager</u></p> <p>Federal Identification Number: _____</p>	<p>Subrecipient, The Salvation Army, A Georgia Corporation for The Salvation Army - Pascagoula, MS</p> <p></p> <p>JAMES K. SEILER</p> <p>TREASURER</p> <p>FEI NO 58-0660607</p>
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**THE SALVATION ARMY POLICY STATEMENT
ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS**

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.
2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.
3. The motivation of the organization is love of God and a practical concern for the needs of humanity.
4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May 1996

Councilman Jackson made a motion to approve the 2015 CDBG Public Services Agreement with the Salvation Army as recommended and authorize City Manager to execute related documents. 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 4-19-16)

The next item for consideration was the application for Mississippi Municipal League (MML) Excellence Award Applications as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Jackson made a motion to approve the application for MML Excellence Award Applications as recommended and authorize City Manager to execute related documents. 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 4-19-16)

The next item for consideration was advertising the resources of the City through the Jackson County Sherrif’s 15th Annual Rodeo for \$300.00 to be held on May 13-14, 2016, as recommended by Eddie Williams, City Attorney.

Councilman Jackson made a motion to approve advertising of the resources of the City through the Jackson County Sherrif’s 15th Annual Rodeo for \$300.00 to be held on May 13-14, 2016, 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 4-19-16)

Mayor Blevins left the meeting at this time. Mayor Pro Tem Freddy Jackson took over the meeting for consideration of Item 9 of the consent agenda.

The item for consideration was advertising the resources of the City through the Pine Burr Area Council – Boy Scouts of America for \$100.00 as recommended by Eddie Williams, City Attorney.

Councilman Tipton made a motion to approve advertising of the resources of the City through the Pine Burr Area Council – Boy Scouts of America for \$100.00 as recommended. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “ABSENT”. Councilmen Hill “AYE”, Jackson “AYE”, Pickett “AYE”, Simkins “ABSENT”, Tadlock “AYE”, and Tipton “AYE”. (Approved 4-19-16)

Mayor Blevins returned to the meeting after vote on Item 9.

The following new business items were considered at this time:

The next item for consideration was setting a date to discuss the Public Defender position, Public Works contract and TIGER Grant.

After discussion, Mayor Blevins stated the meeting to discuss these items would be Tuesday, April 26, 2016, at 5:00 pm.

The next item for consideration was a request to authorize Thompson Engineering to provide services related to site consideration for City Hall/Visitor Center as recommended by Donovan Scrugg, City Planner.

Councilman Jackson made a motion to approve authorizing Thompson Engineering to provide Professional Services for site considerations, department consolidations and area evaluations related to potential City Hall/Visitor Center facilities 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 4-19-16)

The next item for consideration was the Order for the docket of claims for April 19, 2016, is spread on the minutes as follows:

ORDER

WHEREAS, the attached docket of claims for the period of April 2, 2016, through April 15, 2016, has been presented to the City Council for allowance and approval; **WHEREAS**, the below claim numbers 03-11-01, 03-24-02 and 03-03 have also been presented to the City Council for allowance and approval:

<u>March 11, 2016</u>		<u>Claim 03-11-01</u>
010	General Fund	\$ 455,294.48
400	Pascagoula Utilities	<u>21,327.97</u>
	Total	<u>\$ 476,622.45</u>

<u>March 24, 2016</u>		<u>Claim 03-24-02</u>
010	General Fund	\$ 465,687.38
400	Pascagoula Utilities	<u>21,434.22</u>
	Total	<u>\$ 487,121.60</u>

<u>Miscellaneous Claim</u>		<u>Claim 03-03</u>
1000	City Share FICA	\$ 46,430.19
1100	City Share Medicare	10,858.60
7000	City Share PERS	<u>121,273.29</u>
	Total	<u>\$ 178,562.08</u>

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

NOW, THEREFORE, IT IS ORDERED that all claims shown on said dockets are hereby allowed and approved for payment.

The above Order was introduced by Councilman Pickett, seconded for adoption 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". The Mayor then declared the Order adopted on the 19th day of April, 2016.

At this time the Mayor asked if there were any further comments

Joe Huffman, City Manager, thanked the Public Works, Police and Fire Departments for all of their hard work and working together.

Councilman Tipton commented that Pascagoula and Resurrection Baseball Teams were in the Baseball Playoffs and encouraged people to come out and support these two teams.

Councilman Hill commented that Pascagoula's Golf Team won District and will be traveling to Madison, MS, to play in the State Tournament.

Mayor Blevins commented there have been road closures at Chicot and Cherokee. Chicot is opened and Cherokee will be by noon tomorrow when putting the drainage pipe work is completed. He also commented that Thursday, April 28, 2016, at 6:40 pm is City of Pascagoula night at the Shuckers game. He encouraged all to attend.

There being no further business to come before the Council tonight, Councilman Hill made a motion to recess until Tuesday, April 26, 2016, at 5:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Tadlock 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 6:40 p.m.

APPROVED:

Harry J. Blevins, Mayor

ATTEST:

Carol Groen, Chief Deputy City Clerk