

**MINUTES OF A REGULAR CITY COUNCIL MEETING
OF THE CITY OF GREENVILLE, MISSISSIPPI**

January 18, 2011

BE IT REMEMBERED that the City Council of the City of Greenville, Mississippi met in regular session at City Hall at the hour of 4:00 P.M., Tuesday the 18th day of January, 2011 for the purpose of transacting such business as might properly come before it.

There were present the following officers and members of Council:

Vice-Mayor: Carl McGee

Council Members: Kenneth L. Gines, Ann Hollowell, Errick Simmons, Betty Watkins and Carolyn Weathers

Also Present:

Andy Alexander, City Attorney	Milton Davenport, Fleet Director
Amelia D. Wicks, City Clerk	Lorenzo Anderson, City Engineer
Lynette A. Smith, Legal Secretary	Teresa Kingdom, Human Resources Director
Lee Gordon, Fire Chief	Lane Rodgers, Airport Director
Freddie Cannon, Interim Police Chief	Pam Richards, Water/Utility Manager
Carlton Williams, Planning/Zoning Director	Brad Jones, Public Works Director

Absent:

Mayor Heather Hudson
Al Scarbrough, Information Technology Manager
Gwanda Wilson, Municipal Court Clerk

Vice-Mayor McGee introduced Rev. Anjohnette Gibbs of Evans Chapel United Methodist Church of Belzoni, MS who offered the invocation followed by the Pledge of Allegiance to the flag.

Vice-Mayor McGee proceeded to the City Council Agenda Items and requested any additions or deletions to the agenda. The following items were added or deleted:

On motion by Councilwoman Watkins, seconded by Councilwoman Weathers with all members present voting AYE, Council added "Council to consider declaring certain items as surplus property, no longer needed for City use and consider donation of the same to Our House Inc., to the agenda.

On motion by Councilwoman Hollowell, seconded by Councilman Gines with all members present voting AYE, Council added "Council to consider Airport Director's request for payment to Sixel Consulting for a proposal for the Essential Air Service process support for Greenville in the amount of \$4,900.00" to the agenda.

On motion by Councilwoman Weathers, seconded by Councilwoman Hollowell with all members present voting AYE, Council added "Council to consider contract negotiations regarding redistricting for Executive Session" to the agenda.

On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council added "Potential Litigation for Executive Session" to the agenda.

On motion by Councilman Gines, seconded by Councilwoman Weathers with all members present voting AYE, Council added one (1) additional crossing guard position to item #8 to the agenda.

On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council added "Update by Police and Fire for Executive Session" to the agenda.

On motion by Councilman Gines, seconded by Councilwoman Hollowell with all members present voting AYE, Council removed item #6; "Council to consider approval of budget amendment for Water/Utilities for travel expenses" from the agenda.

On motion by Councilwoman Hollowell, seconded by Councilman Gines with all members present voting AYE, Council removed Water/Utilities Director Pamela Richards name from item #11 on the agenda.

On motion by Councilman Gines, seconded by Councilwoman Weathers with all members present voting AYE, Council removed item #18 "Council to consider personnel issue in the Airport Department for Executive Session" from the agenda.

The following presented monthly reports:

- (a) External Financial Consultant
- (b) Planning Department
- (c) Water/Utilities Department

Information Technology Manager submitted his report via email. Mayor's Office will present at the next regular Council meeting.

On motion by Councilman Gines, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the minutes of a Regular City Council meeting held January 4, 2011.

On motion by Councilwoman Weathers, seconded by Councilman Gines with all members present voting AYE, Council received the minutes of a Joint Human Resources/Insurance Committee meeting held January 12, 2011.

ORDER: ADOPTING THE ATTENDANCE POLICY AS PRESENTED BY THE JOINT HUMAN RESOURCES/INSURANCE COMMITTEE.

ATTENDANCE POLICY

The City of Greenville is a service organization, providing important and valuable services to the citizens of Greenville, Mississippi. In order to accomplish this mission, it is imperative that every employee be present when scheduled to fulfill citizen expectations.

The City of Greenville awards each full-time employee two weeks of vacation leave per year and three weeks for those employees who have 15+ years of service. Vacation must be scheduled in advance. Accumulated sick leave hours may be used for illness without prior scheduling.

This policy details how absences are counted for the purpose of maintaining excellent customer service throughout the business day.

FAMILY AND MEDICAL LEAVE ACT

Absences that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

STEP DISCIPLINE

Pre-scheduled times away from work using accrued vacation, compensatory time, injury duty, bereavement leave or military leave are not considered occurrences for the purposes of this policy. Absences charged to an employee's sick-leave accruals or leave without pay will be considered under the Attendance Policy.

STEP 1

When an employee's absence rate reaches 1.5% of their normal scheduled working hours during a 365-day period, the employee will be coached by his/her direct supervisor. ****This would equal 31.2 hours for a full-time employee, and 15.6 hours for a part-time employee.**** The purpose of the coaching session is to make the employee aware that he/she has been absent frequently enough to draw attention and to be certain that the employee understands this policy and the consequences of violation. The coaching session will be documented to the employee's personnel file.

STEP 2

The first additional absence, following an employee's absentee rate exceeding 2%, will be cause for a written warning with documentation to the employee's personnel file. ****This would equal 41.6 hours for full-time employees, and 20.8 hours for part-time employees.**** The written warning, delivered by the employee's direct supervisor, serves to notify the employee that he/she is in violation of the policy and that additional absences will result in further disciplinary action.

STEP 3

The first additional absence following an employee's absentee rate exceeding 2%, will cause the employee to be placed on a one-year probation, excluding him/her from any pay increases, promotions, transfer etc.

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STEP 4

The first additional absence following an employee being placed on probation, will result in a Pre-Termination being issued by his/her Department Head.

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No disciplinary action will be taken without the direct involvement of the Human Resources Director as counsel to management. All warnings will be delivered by the direct supervisor, manager, or Human Resources Director as circumstances require.

Management reserves the right to use its discretion in applying this policy under special or unique circumstances.

Although occurrences will roll off an employee's record after 365 days, habitual offenders (those who have established a pattern of absences, such as consistently having a 2% absentee rate or routinely calling in sick on Mondays and Fridays) may trigger step discipline.

ABSENTEE RATE OF 1.5%	Coaching Session
Full-time employee – 31.2 hours	Part-time employee – 15.6 hours
ABSENTEE RATE OF 2%	Written Warning
Full-time employee – 41.6 hours	Part-time employee – 20.8 hours
NEXT ABSENCE	One Year Probation
NEXT ABSENCE	Pre-Termination

On motion by Councilwoman Weathers, seconded by Councilman Gines with all members present voting AYE, Council adopted the Attendance Policy.

ORDER # 11-010

ORDER: AMENDING THE "HOLIDAYS FOR CITY EMPLOYEES" POLICY.

HOLIDAYS FOR CITY EMPLOYEES

PURPOSE

To establish definite holidays for city employees which will assist Department Heads in the planning and operation of their departments. To insure that each employee will be aware of his/her time off due to holidays.

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POLICY

The following days are declared holidays for all city employees and will be observed in every case where possible by the closing of city departments. Employees will receive compensation for these days at their regular prescribed rate. Where a department must remain open, employees will be compensated by either receiving their regular pay plus one additional day's pay at the regular rate or by being awarded a day of compensatory time to be used in the same manner as annual leave. It will be the responsibility of the Department Head to choose the method of compensation after considering the department's needs and the budget limitation. No holiday pay will be allowed for employees working on a temporary or part-time assignment.

HOLIDAYS TO BE OBSERVED

New Year's Day

Veteran's Day

Martin Luther King Day

Thanksgiving Day

Federal Memorial Day

Friday after Thanksgiving

Fourth of July

Christmas Eve

Labor Day

Christmas Day

When a holiday falls on a Saturday or Sunday, it will be observed on the nearest workday to the holiday unless specifically changed by order of the City Council.

On motion by Councilwoman Weathers, seconded by Councilman Simmons with all members present voting AYE, Council amended the policy.

ORDER #11-011

ORDER: AMENDING THE "EMPLOYEE BENEFITS POLICY – RETIREE SECTION".

EMPLOYEE BENEFITS

The City of Greenville offers several benefits to employees, which are supplemental to their regular compensation. These benefits are at least as valuable as their cash equivalent and sometimes greater because of city contributions.

The City of Greenville provides each full-time employee with health insurance coverage at no cost to the employee. Health coverage for dependents is available through a payroll deduction at the employee's expense.

The City of Greenville provides each full-time employee with a life insurance policy of \$15,000.00 and with an accidental death benefits' rider of \$25,000.00. Health insurance and life insurance that is paid by the City of Greenville as a benefit goes into effect the first day of the first month following 60 days of employment.

Employees who are covered by the city's health insurance plan have certain rights at the time of termination to elect continued coverage for a limited time. This coverage is afforded to the employee and dependents covered at the time the coverage terminates due to the qualifying event. Please inquire with the Human Resources Department regarding details of this provision when necessary.

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RETIREES

Retirees of the City of Greenville are eligible for health insurance coverage, at the retiree's expense, if they have 25 years of PERS service or if they are age 60 with a minimum of 4 years PERS service. All employees hired on or after July 1, 2007 must have 8 years of vested service in PERS to be eligible for retirement and 10 years of service with the City of Greenville. Coverage automatically discontinues when the retiree reaches age 65 or is eligible for Medicare. This coverage is for health insurance only; it does not apply to life insurance. Retirees may elect dependent coverage, if desired.

On motion by Councilwoman Weathers, seconded by Councilman Gines with all members present voting AYE, except Councilman Simmons who voted NAY, Council amended the policy.

ORDER# 11-012

ORDER: REQUIRING EMPLOYEES TO PAY A PRORATED PORTION OF THE TRAINING CERTIFICATION COSTS IF HE/SHE RESIGNS PRIOR TO COMPLETING THREE (3) YEARS OF EMPLOYMENT WITH THE CITY AFTER CERTIFICATION.

AGREEMENT TO FUND CERTIFICATION TRAINING

THIS AGREEMENT is entered into on this ____ day of _____, 20____, by and between the City of Greenville, Mississippi, a municipal corporation of the State of Mississippi ("City") and _____ ("Employee"):

WHEREAS, Employee is employed by City in the _____ Department as a _____; and

WHEREAS, in order to continue this employment relationship, it is necessary for Employee to undergo further training in order to be certified as a _____; and

WHEREAS, the City is willing to provisionally fund the cost of Employee's certification;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. City agrees to pay the expenses for Employee's Certification as a _____, which certification training shall be held at _____ from _____, 20__ to _____, 20__. These expenses shall include:

- (a) the cost of tuition for training;
- (b) mileage for travel for the training site (or, at City's option, use of a city vehicle); if multiple City employees are attending these training activities, City will determine the most cost effective method of transportation for such employees;
- (c) the cost of accommodations assessed by the training site or, if no accommodations are offered by the site, the cost of hotel/motel expenses consistent with the current City per diem policy;
- (d) the cost of meals consistent with City's current per diem policy, unless meals are included in the cost of tuition.

2. The City will continue to pay Employee's regular wages during the period Employee participates in the Certification Training Program.

3. In the event Employee obtains certification and, further, in consideration of Employee's continuing his/her employment relationship with the City for a period of three years thereafter without voluntarily ending that relationship, Employee shall not be responsible to City for any of the expenses incurred by City in connection with Employee's obtaining this certification.

4. In the event, however, Employee voluntarily ends his/her employment with City, then, **pursuant to Greenville City Council Order No. 11-012 (January 18, 2011) Employee must reimburse to City a prorated amount of all sums expended by City as listed in Section 1(a)-(b), above, as well as any wages paid by City to other City employees who performed Employee's job duties while Employee attended the Certification Training.** By way of example, but not of limitation, in the event Employee voluntarily leaves his/her employment with the City one year after obtaining certification, he/she shall be liable to reimburse City an amount equal to two-thirds (2/3) of the costs and expenses incurred by City. **Employee specifically acknowledges that City's total funding of his/her certification is conditioned upon Employee's not voluntarily terminating his/her employment with City for a period of three years after certification and that this Section 4 is of the essence to this Agreement.**

EMPLOYEE SIGNATURE

CITY OF GREENVILLE, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

On motion by Councilwoman Hollowell, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the requirement.

ORDER# 11-013

ORDER: AMENDING THE WORKER'S COMPENSATION PAYMENT STRUCTURE OF THE EMPLOYEE HANDBOOK.

WORKER'S COMPENSATION CLAIMS

The City of Greenville provides worker's compensation insurance to protect each employee with benefits as provided by Mississippi law. Only "on the job" injuries are reported under worker's compensation coverage. All "on the job" injuries, no matter how small or insignificant as they may appear, must be reported to your supervisor, who must file an accident report with the Human Resources Department within 48 hours of the occurrence. Payroll for an "on the job" injury requiring the employee to be transported to a hospital or doctor's office for treatment will be payable through the time the employee is relieved from work. If the injured employee returns to work during the same shift, a full shift's pay will be allowed.

According to the MS Attorney General, the City may not pay an employee for days missed due to an injury received while on duty unless the employee is using accumulated leave time, sick or vacation time. When an employee is injured or becomes ill due to an occupational disease and is covered by Mississippi Worker's Compensation, he/she will receive a weekly check from MS Municipal Service Company.

This check is equivalent to 66⅔% of the employee's base pay. This check will be issued only when the employee is unable to work. If the injured employee wishes to make up the difference between the Worker's Compensation check and the full pay check, he/she may elect to use a combination of vacation and/or sick leave. The employee will need to make arrangements with his/her department head within the first seven days after the date of injury. No employee may receive more than 100% of his/her base normal pay in the combination with the worker's compensation check, vacation and/or sick leave.

On motion by Councilwoman Weathers, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the amendment to the Worker's Compensation payment structure.

Subsequent motion was made by Councilwoman Watkins to table, seconded by Councilman Simmons. Councilwoman Weathers did not withdraw her initial motion. Subsequent motion is void.

ORDER # 11-014

ORDER: APPROVING BUDGET AMENDMENT FOR MUNICIPAL COURT REALLOCATING THE MUNICIPAL COURT JUDGE, PUBLIC DEFENDER AND PROSECUTING ATTORNEY.

Description	Current Revised Budget	(YTD Amt. Spent/Received) Current Balance	Budget Increase (Reduction) Requested	Budget After Request
Salaries - Exempt	\$ -		\$ 129,834.00	\$ 129,834.00
Workers' Comp.	\$ -		\$ 623.00	\$ 623.00
State Retirement	\$ -		\$ 15,580.00	\$ 15,580.00
FICA/Medicare Expense	\$ -		\$ 9,932.00	\$ 9,932.00
Health Insurance Expense	\$ -		\$ 10,800.00	\$ 10,800.00
Unemployment Tax	\$ -		\$ 105.00	\$ 105.00
Salaries - Exempt	\$ 171,078.00		\$ (129,834.00)	\$ 54,783.00
Workers' Comp.	\$ 1,980.00		\$ (623.00)	\$ 1,337.00
State Retirement	\$ 42,803.00		\$ (15,580.00)	\$ 27,223.00
FICA/Medicare Expense	\$ 27,287.00		\$ (9,932.00)	\$ 17,355.00
Health Insurance Expense	\$ 43,200.00		\$ (10,800.00)	\$ 32,400.00
Unemployment Tax	\$ 420.00		\$ (105.00)	\$ 315.00

Justification: To differentiate Municipal Court and the Legal Department per Council Order #10-524.

On motion by Councilwoman Hollowell, seconded by Councilman Simmons with all members present voting AYE, Council approved the budget amendment.

ORDER # 11-015

ORDER: APPROVING THE TITLE VI NON-DISCRIMINATION AGREEMENT BETWEEN MS DEPARTMENT OF TRANSPORTATION AND THE CITY OF GREENVILLE FOR ALL PROGRAMS AND ACTIVITIES.

**TITLE VI
NON-DISCRIMINATION AGREEMENT
Mississippi Department of Transportation
and
The City of Greenville, Mississippi**

Policy Statement

The City of Greenville, Mississippi, hereinafter referred to as the "Recipient," assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

Upon proper notice from the Mississippi Department of Transportation or other appropriate monitoring entity, the Recipient's Human Resources Director (or his/her designee) is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Heather McTeer Hudson, Mayor

Date

Witnessed:

Amelia D. Wicks, City Clerk

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, The City of Greenville, Mississippi has appointed a Title VI Coordinator who is responsible for administering and monitoring the organization's Title VI activities. Attachment 1 illustrates the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Greenville, Mississippi hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not, and that it will promptly take any measures necessary to effectuate this agreement.
2. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
3. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Mississippi Department of Transportation (MDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
4. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by MDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the recipient. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by the Title VI Coordinator trained in discrimination complaint investigation. Identify each complainant by race, color,

national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to MDOT's Office of Civil Rights (OCR) within 10 days of the date the complaint was received by the recipient. The Coordinator shall also prepare an annual summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as MDOT and USDOT.
5. The recipient will advise MDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to MDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).

- c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with MDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide MDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Mississippi Department of Transportation
Office of Civil Rights, Title VI Program
PO Box 1850
Jackson, MS 39215-1850
(601) 359-7970

Federal Highway Administration
Jackson Division Office
666 North Street Suite 105
Jackson, MS 39202-3199
(601) 965-4226

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the MDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

- d) Refer the case to the Department of Justice for appropriate legal proceedings.

**MISSISSIPPI DEPARTMENT OF
TRANSPORTATION:**

Signature

Title VI Coordinator

Title

Date

**THE CITY OF GREENVILLE,
MISSISSIPPI:**

Heather McTeer Hudson, Mayor

Date

Witnessed:

Amelia D. Wicks, City Clerk

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to MDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request MDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Mississippi will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation MDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Mississippi all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Mississippi, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The state of Mississippi, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Mississippi, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations,

Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Recipient pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Mississippi Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations,

Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

“Attachment 1”

Title VI - Organization and Staffing

Head of the Organization
Heather McTeer Hudson (or successor)
Mayor

Title VI Coordinator
Teresa Kingdom (or successor)
Human Resources Director
(662) 378-1566
(662) 378-2281 (FAX)
tkingdom@www.greenville.ms.us

On motion by Councilwoman Weathers, seconded by Councilwoman Watkins with all members present voting AYE, Council approved the Agreement.

ORDER # 11-016

ORDER: APPROVING POLICE CHIEF'S REQUEST TO FILL FOUR (4) CROSSING GUARD POSITIONS.

On motion by Councilman Simmons, seconded by Councilman Gines with all members present voting AYE, Council approved the request.

ORDER # 11-017

ORDER: APPOINTING LEONIA DORSEY TO THE LIBRARY BOARD FOR A TERM OF FIVE YEARS BY ACCLAMATION EXPIRING 12/13/2016.

On motion by Councilman Gines, seconded by Councilwoman Weathers with all members present voting AYE, Council appointed Leonia Dorsey.

ORDER # 11-018

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF AMELIA D. WICKS TO TRAVEL TO JACKSON, MS TO ATTEND THE CERTIFICATION PROGRAM FOR MUNICIPAL CLERKS FROM FEBRUARY 23-25, 2011 IN THE TOTAL AMOUNT OF \$350.00.

On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the travel/training.

ORDER # 11-019

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF CARLON WILLIAMS TO TRAVEL TO JACKSON, MS TO ATTEND THE MS STATE PERSONNEL CERTIFIED PUBLIC MANAGER PROGRAM COURSE FROM FEBRUARY 7-11, 2011 IN THE TOTAL AMOUNT OF \$813.00.

On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the travel/training.

ORDER # 11-020

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF MAYOR HEATHER HUDSON TO TRAVEL TO WASHINGTON D.C. TO ATTEND THE U.S. CONFERENCE OF MAYORS 79TH WINTER CONFERENCE FROM JANUARY 19-21, 2011 IN THE TOTAL AMOUNT OF \$423.80.

On motion by Councilman Gines, seconded by Councilman Simmons with all members present voting AYE, Council approved the travel/training.

ORDER # 11-021

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF BRIDGETT G. WINTERS TO TRAVEL TO JACKSON, MS TO ATTEND THE COMPLETE CERTIFICATION LEVEL I ADMINISTRATIVE ASSISTANT COURSE FROM FEBRUARY 7-10, 2011 IN THE TOTAL AMOUNT OF \$643.00.

On motion by Councilwoman Weathers, seconded by Councilwoman Watkins with all members present voting AYE, Council approved the travel/training.

ORDER # 11-022

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF SAM SINGLETON TO TRAVEL TO JACKSON, MS TO ATTEND THE CERTIFIED PUBLIC MANAGER LEVEL II COURSE FROM MARCH 7-11, 2011 IN THE TOTAL AMOUNT OF \$855.00.

On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the travel/training.

ORDER # 11-023

ORDER: APPROVING TRAVEL/TRAINING REQUEST OF NATHAN RHYMES TO TRAVEL TO JACKSON, MS TO ATTEND THE BASIC SUPERVISORY COURSE – PART I CERTIFICATION CPM FROM MARCH 14-18, 2011 IN THE TOTAL AMOUNT OF \$855.00.

On motion by Councilman Gines, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the travel/training.

COUNCILWOMAN HOLLOWELL RECUSES HERSELF

ORDER # 11-024

ORDER: APPROVING CLAIMS PAYABLE DOCKET AND MANUAL CHECK REPORT IN THE TOTAL AMOUNT OF \$478,325.68.

On motion by Councilman Gines, seconded by Councilman Simmons with all members present voting AYE, Council approved the Claims Docket and Manual Check Report.

COUNCILWOMAN HOLLOWELL REJOINS

COUNCILMAN SIMMONS RECUSES HIMSELF

ORDER #11-025

ORDER: DECLARING CERTAIN ITEMS AS SURPLUS PROPERTY, NO LONGER NEEDED FOR CITY USE, AND DONATION OF THE SAME TO OUR HOUSE INC.

Cellular Phones

	Type Equipment	Electric Serial Number (ESN)	Condition
1	Blackberry	7610552680	Damaged
	Type Equipment	Electric Serial Number (ESN)	Condition
2	Blackberry	7610555062	Damaged
3	Blackberry	7608729757	Damaged
4	Blackberry	80F7A5F3	Damaged
5	Blackberry	80D2C81E	Damaged
6	Blackberry	808D30C2	Damaged
7	Blackberry	807554D9	Damaged
8	Blackberry	76105550580	Damaged
9	Blackberry	07610561701	Damaged
10	Blackberry	07610551534	Damaged
11	Blackberry	07608728129	Damaged
12	Blackberry	07610555036	Damaged
13	Blackberry	8012D554	Damaged
14	Blackberry	07610566336	Damaged
15	Blackberry	07615941986	Damaged
16	Blackberry	07614070466	Damaged
17	Blackberry	07603335948	Damaged

18	Blackberry	07610525135	Damaged
19	Blackberry	07610525580	Damaged
20	Blackberry	07610524451	Damaged
21	Blackberry	07603335662	Damaged
22	Blackberry	07610524349	Damaged
23	Nokia	037/07587911	Damaged
24	Nokia	026/07241778	Damaged
25	Nokia	026/00554020	Damaged
26	Nokia	0370757413	Damaged
27	Nokia	12805227723	Damaged
28	Nokia	12808798866	Damaged
29	Nokia	037/07566537	Damaged
30	Nokia	07408352507	Damaged
31	Nokia	07311653930	Damaged
32	Nokia	12211095421	Damaged
33	Nokia	12202505020	Damaged
34	Nokia	07311562475	Damaged
	Type Equipment	Electric Serial Number (ESN)	Condition
35	Nokia	12211095476	Damaged
36	Nokia	07411188331	Damaged
37	Nokia	08306214337	Damaged
38	Nokia	060/07560223	Damaged
39	Nokia	80A1D085	Damaged
40	Motorola	42BE4ACC	Damaged
41	Samsung	802D63C	Damaged
42	Samsung	12AB1E21	Damaged
43	LG	904CYXM0064602	Damaged
44	Kyocera	03408082063	Damaged

On motion by Councilwoman Weathers, seconded by Councilman Gines with all members present voting AYE, Council declared the items as surplus property.

COUNCILMAN SIMMONS REJOINS

ORDER # 11-026

ORDER: APPROVING PAY REQUEST # GLH011101 FOR PAYMENT TO SIXEL CONSULTING FOR A PROPOSAL FOR ESSENTIAL AIR SERVICE SUPPORT FOR MID-DELTA REGIONAL AIRPORT IN THE AMOUNT OF \$4,900.00.

On motion by Councilwoman Hollowell, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the pay request.

EXECUTIVE SESSION

There being no further business coming before the City Council the meeting was adjourned.

THE CITY COUNCIL OF GREENVILLE, MISSISSIPPI

VICE-MAYOR CARL MCGEE

ATTEST:

AMELIA D. WICKS, CITY CLERK