

**PASCAGOULA CITY COUNCIL**  
**Regular Meeting –Tuesday, June 7, 2011, 6:00 P.M.**

**1. WELCOME AND CALL TO ORDER:**

**2. INVOCATION:** Councilman Corder

**3. PLEDGE OF ALLEGIANCE:**

**4. REQUESTS TO ADDRESS THE COUNCIL:**

- A. Jack Oppie, with Wolfe, McDuff & Oppie, re: audit report for FY 2009
- B. Nonnie Debardeleben with Women of the Storm – A Gulf Coast Coalition re: Resolution supporting legislation which would dedicate a portion of Clean Water Act fines paid by BP and other responsible parties to the Gulf Coast long-term recovery
- C. Ronnie Sheldon re: pedestrian path on Beach Blvd. & walking of dogs on beach
- D. Rebecca Whitehead re: 2914 Frederic St.
- E. Michael Whitehead re: Anna Cumbest 2009 Beach Blvd.

**5. HEARINGS:**

- F. Resolution for property cleanup at 3402 Tillman
- G. Resolution for property cleanup at 1000 Ruland
- H. Resolution for property cleanup at 4412 Shadowwood, 4807 Mohawk, 4708 River Road and 1315 Krebs

**6. CONSENT AGENDA:\***

- I. Minutes of recessed regular Council meeting of May 17, 2011  
*Recommended Action: adopt and approve minutes of Council meeting of May 17, 2011*
- J. Minutes of Design Committee of May 9, 2011  
*Recommended Action: acknowledge receipt of minutes*
- K. Minutes of Main Street Board meetings of April and May, 2011  
*Recommended Action: acknowledge receipt of minutes*

- L. Minutes of Redevelopment Authority meeting May 3, 2011  
Recommended Action: *acknowledge receipt of minutes*
- M. Budget Amendment #11.65 in General Fund  
Recommended Action: *Council approval of Budget Amendment #11.65 in General Fund for Police Administration*
- N. Budget Amendment #11.66 in General Fund  
Recommended Action: *Council approval of Budget Amendment #11.66 in General Fund for Cottage Village Grant*
- O. Budget Amendment #11.67 in General Fund  
Recommended Action: *Council approval of Budget Amendment #11.67 in General Fund for street paving*
- P. Renewal of flood insurance for 34 City locations  
Recommended Action: *Council approval of renewal of flood insurance with Fidelity National Indemnity. The renewals keep us FEMA compliant.*
- Q. Service contract with KONE, Inc. for the maintenance of the elevator at the Police Station  
Recommended Action: *Council approval and authorize City Manager to execute contract*
- R. Job description for Director of Maintenance & Beautification  
Recommended Action: *Council approval of Director of Maintenance & Beautification (formerly known as Landscape Design Manager) job description. There is no change to the grade for this position.*
- S. Order to determine whether the parcels of land are in such a state of uncleanness as to be a menace to the public health and safety of this community  
Recommended Action: *Council approval of Order for 3305 Argentina, 1303 Commanche, 3002 Doby, 5007 Machpelah and 2214 Taft*
- T. Change Order #1 for Anchor Square restrooms  
Recommended Action: *Council approval of Change Order #1 for Anchor Square restrooms for Fletcher Construction in the amount of \$6,839.00 and authorize City Manager to execute documents*
- U. CDBG contract between City and Our Daily Bread  
Recommended Action: *Council approval and authorize Mayor to execute annual CDBG contract between the City of Pascagoula and Our Daily Bread*
- V. Award Chlorine Annual Bid #307  
Recommended Action: *Council approval to award Chlorine Annual Bid #307 to lowest bidder, DPC Enterprises of Chickasaw, AL, for \$67.50 per 150 lb. cylinder*

- W. Secretary of State Tidelands Lease for Utility Project to serve the Point  
*Recommended Action: Council approve Secretary of State Tidelands lease & authorize Mayor to execute documents*

**7. CITY ATTORNEY**

- X. Amendment to Waste Disposal Contract

**7. COMMUNITY DEVELOPMENT**

- Y. Name for new Arts Center located at 618 Delmas
- Z. Anchor Square tenant leases

**8. FINANCE**

- AA. Budget Amendment #11.64 in Utility Fund for Live Oak for Live Oak water line upgrade
- BB. Budget Amendment #11.68 in G.O. Debt Service Fund for SCDL payment

**9. DOCKET OF CLAIMS**

- CC. Order for Docket of Claims

**10. EXECUTIVE SESSION**

**11. RECESS OR ADJOURN**

*\* Consent Agenda – All matters listed under Item 6, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Wolfe, McDuff & Oppie

Contact Name: Jack Oppie

Phone: \_\_\_\_\_

**Agenda Topic:** Audit report for fiscal year ended September 30, 2009

*Attach additional information as necessary*

**Action Requested:**

Council acceptance of the independent auditor's report for fiscal year ended September 30, 2009

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Nonnie Debardeleben

Contact Name: Women Of The Storm

Phone: \_\_\_\_\_

**Agenda Topic: Resolution supporting legislation which would dedicate a portion of Clean Water Act fines paid by BP and other responsible parties to the Gulf Coast long-term recovery.**

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PASCAGOULA, MISSISSIPPI, SUPPORTING LEGISLATION  
WHICH WOULD DEDICATE A PORTION OF CLEAN WATER ACT  
FINES PAID BY BP AND OTHER PARTIES RESPONSIBLE FOR  
THE DEEPWATER HORIZON INCIDENT FOR THE BENEFIT OF  
GULF COAST LONG-TERM RECOVERY AND REQUESTING THAT  
THE MISSISSIPPI CONGRESSIONAL REPRESENTATIVES  
SUPPORT SUCH LEGISLATION**

**WHEREAS**, the oil spill resulting from the BP Deepwater Horizon incident began on April 20, 2010, and affected more than 600 miles of Gulf Coast habitats, including salt marsh, mudflats, mangroves and sand beaches, including those on the Mississippi Gulf Coast and more particularly in Jackson County and Pascagoula, Mississippi; and

**WHEREAS**, the economic and environmental damage to the five Gulf States was significant and is still occurring as well as harm to the waters to the Gulf itself and to the Mississippi Gulf Coast and the citizens of Pascagoula, Mississippi; and

**WHEREAS**, pursuant to the Clean Water Act, BP and other parties liable for the Deepwater Horizon disaster may be required to pay certain fines and penalties; and

**WHEREAS**, such fine money must be paid into the Oil Spill Liability Trust Fund to be used for the cleanup of the next oil spill disaster and until such time as a cap of \$2.7 billion is reached, with any dollars in excess of that amount to be used for any purpose Congress so chooses; and

**WHEREAS**, this Council is of the opinion that any fines paid by BP and any other parties deemed liable in excess of the \$2.7 billion cap should be allocated to the Gulf States for the purpose of restoring habitat and any areas along the coast that were adversely impacted by the oil spill; and

**WHEREAS**, certain legislation has been introduced in the United States House of Representatives and in the United States Senate which would have the effect of allocating 80% of any fines paid by BP and other responsible parties in excess of the aforesaid cap for the Gulf Coast long-term recovery; and

**WHEREAS**, on March 29, 2011, Women of the Storm, a non-partisan grassroots organization, brought more than 140 women from all five Gulf Coast states to Capitol Hill

to send a bipartisan message to Congress in favor of such legislation and presented a petition signed by over 130,000 citizens in support thereof; and

**WHEREAS**, the City of Pascagoula, Mississippi, desires to go on record in support of this legislation and requests that the Mississippi Congressional Delegation do likewise:

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

**SECTION 1.** The City Council of the City of Pascagoula does hereby support the passage of legislation which would dedicate 80% of any fines paid by BP and other responsible parties in excess of the cap imposed by the Clean Water Act for the benefit of the Gulf Coast long-term recovery.

**SECTION 2.** The City Clerk is hereby directed to send a certified copy of this resolution to the members of the Mississippi Congressional Delegation under cover of a letter to be signed by the Mayor of the City of Pascagoula requesting their support for such legislation.



## A PLATFORM FOR GULF COAST RESTORATION

The Women of the Storm, a non-partisan, grassroots alliance of diverse women from Florida, Alabama, Mississippi, Louisiana and Texas, **petition the Department of Justice to dedicate 80% of the Deep Water Horizon oil spill fine dollars to be assessed under the Clean Water Act to Gulf Coast states for restoration.**

**OUR ORGANIZATION:** Since its founding in January, 2006, when only 12 U.S. senators and 25 members of the House of Representatives had visited New Orleans and the Gulf Coast to see the destruction of Hurricanes Katrina and Rita, Women of the Storm has earned national notice for its record of civic engagement leading to action and resulting in positive change.

**To combat Congressional inattention, we chartered a plane to Washington, D.C. with 130 Louisiana women of diverse cultural, social and economic backgrounds** who are passionate about their communities. The group, walking the halls of Congress with their signature blue tarp umbrellas, extended a personal invitation to every member of the House and Senate to visit the area, focusing on needs for housing, safe levees and coastal restoration. Within weeks, the largest domestic CODEL on record brought 35 member of the House of Representatives to New Orleans to understand the issues. Ultimately, some 57 Senators and 152 members of the House visited.

**Among the results: fully approved funding of the Road Home housing restoration program** and, following a similar WOS visit to the Hill in September, 2006, **approval of a bill allowing Louisiana to share Outer Continental Shelf royalty income** with the federal government.

**WOS was invited to present on coastal restoration to the DNC Platform Committee in 2008**, when it also attended the national convention; it bid to hold a presidential debate in New Orleans that same year.

**On Day 92 of the oil spill, Women of the Storm unveiled a celebrity-studded “Be the One” video campaign and e-petition** supporting Gulf Coast restoration, which has attracted more than 131,000 signatures from every state.

**The catastrophe in the Gulf of Mexico proved the natural catalyst for the Women of the Storm to expand to the five Gulf Coast states**, providing the ideal vehicle for advocates of a restored Gulf Coast region to express themselves constructively. On March 30, 2011 this regional grassroots organization once again flew by charter to Washington, DC with the simple, focused mantra: “80% of the Deep Water Horizon oil spill fine dollars, assessed under the Clean Water Act, must return to the Gulf region for restoration!”

**EVIDENCE FOR ACTION:** Today, we strongly advocate investment of penalty fine dollars in the region, given its profound impact on America. A healthy America requires a healthy Gulf Coast. However, the catastrophic Deepwater Horizon spill has compromised the ability of the area to serve its essential role in energy, the economy, shipping, tourism, the environment and national security. As the following statistics show, the Gulf Coast fuels and feeds our nation. The disaster

has added urgency to an already-acute problem by exacerbating the deterioration of this fragile, endangered region.

**Collectively, the five Gulf States and the Gulf of Mexico represent the 5<sup>th</sup> largest economy** in the world, with a \$3 trillion gross domestic product. About 17% of U.S. GDP comes from the Gulf Coast.

**Nearly half of the US domestic energy supply, an essential part of our national security,** is produced by America's Gulf, relying on a vast petroleum infrastructure protected by vanishing wetlands. About one in every four cars in the United States can be fueled for a year from the quantity of oil extracted from Louisiana land and Gulf waters annually.

**Louisiana's Offshore Oil Port delivers up to 15% of the nation's supply of oil from foreign sources,** coming ashore through a network of pipelines buried in the marsh. The nation's largest natural gas pipeline hub and the four Strategic Petroleum Reserve sites (two in Louisiana, two in Texas) are protected from storm surge by wetlands and barrier islands.

**Ten of the nation's 15 largest ports are located in the Gulf of Mexico.** Our ports bring in the coffee beans that brew into one in every five cups Americans consume, a large proportion of the steel needed to strengthen our infrastructure and half of the natural rubber used by the American market. More than half of exported U.S. grain reaches the world market through these ports annually. The Mississippi river, traversed by more than 6,000 ocean vessels annually, is the world's busiest waterway.

**Two-thirds of the nation's seafood industry comes from the Gulf Coast states;** its fisheries support an estimated \$22.6 billion annually in seafood, commercial and recreational activity.

**Encompassing over five million acres, or about half of the U.S. total, the Gulf's coastal wetlands are an essential habitat** for a vast variety of fish and wildlife species, including migrating waterfowl (about 75% of those traversing the U.S.), seabirds, wading birds, furbearers, and sport and commercial fisheries.

**Tourism contributes \$34 billion annually** to the five Gulf state coffers.

**UNINTENDED CONSEQUENCES DESERVE ATTENTION:** Over 75 years, the landscape of the Gulf Coast region has been altered drastically through unintended consequences, as it served the greater good of the region and nation. America's increasing dependence on oil and gas exploration has led to some 8,000 miles of channels carved through wetlands, opening them to saltwater intrusion and eventual disappearance. After the Great Flood of 1927, federal policy dictated the leveeing of the Mississippi River, starving the world's seventh largest delta of the flood-delivered fresh water and sediment it requires for survival. These developments, compounded by natural disasters and subsidence, resulted in the alteration and significant reduction of Gulf states' natural land masses. In Louisiana alone one football field of wetlands disappears every 30 to 50 minutes.

Among the unintended consequences of public policy, private energy initiatives critical to America's economy and lifestyle, and the forces of nature since 1927:

**Barrier islands and wetlands, which serve as the first line of defense and protection for hurricanes, have disappeared.** The Gulf has already lost nearly 50% of its wetlands, 60% of its sea-grass beds, 50% of its oyster reefs and more than 32% of its mangrove forests.

**Coastal communities and billions of dollars of infrastructure are vulnerable.** Lives and economies are at stake. More than 50 million people live in the Gulf Coast area – and the damages from Hurricanes Katrina and Rita were a staggering \$150 billion in 2005 dollars.

**Thousands of miles of exposed pipelines from land loss – as well as the risk of America’s strategic oil reserves in Louisiana and Texas – threaten homeland security.**

**Navigational waterways vital to America’s commerce have been compromised.**

The most crushing blow to this unique region of the country, however, occurred on April 29, 2010 with the Deepwater Horizon explosion. This disaster killed 11 men and unleashed almost 5 million barrels of oil into the Gulf of Mexico over 87 days, causing immediate economic and environmental destruction and long-term damages yet to be determined.

**CRISIS OFFERS OPPORTUNITY:** The potential investment of the Clean Water Act penalties is an unprecedented opportunity to amend the ills of the past, mitigate the damages of the present and regenerate this region for the future. When dedicated to Gulf Coast system recovery and given appropriate oversight, these fine dollars would become the catalyst to restore sustainability and resilience to a region so critical to America. They will create jobs for citizens as they provide funding to programs that can become global models for ecosystem restoration. This approach is a win-win for all parties in a potential settlement.

The Women of the Storm join a diverse array of leaders in urging that 80% of Clean Water Act penalties be directed to the Gulf Coast. They include President Obama’s bi-partisan Oil Spill Commission (chaired by former Florida Senator Robert Graham and Bill Reilly, EPA Administrator in the Bush Administration), the Mabus Commission and the Administration itself. In addition, national polls and petition drives show strong and deep support across all regions for this action; regional and national newspapers, including *The New York Times*, have endorsed the concept. We now ask DOJ and the parties who come to the CWA negotiating table to unite behind this effort

The Women of the Storm anticipate an equitable and just settlement by the Department of Justice. We look forward to a settlement which includes the investment of legally required fine dollars in the region that suffered the significant damages. It is both fair and reasonable to devote a substantial portion of these one-time, non-recurring dollars — money that does not come from the American taxpayer — to a Gulf Coast Restoration Fund.

We thank you for entertaining our request to create a healthy Gulf Coast beneficial to all Americans.

Platform presented by:

Women of the Storm: A Gulf Coast Coalition  
 Anne M. Milling, Founder  
 1625 Palmer Avenue, New Orleans, LA 70118  
 504-866-8357  
 amilling@bellsouth.net





## Facts About Women of the Storm

Founded in January, 2006, Women of the Storm is a non-partisan grassroots alliance of Louisiana women whose families, businesses and lives were affected by Hurricanes Katrina and Rita. The group expanded its participation across the Gulf Coast in 2011, with the addition of women from Texas, Mississippi, Alabama and Florida. Members, who are culturally, socially and economically diverse, are bound by their passion for their communities. Women of the Storm draws the attention of Congress, policymakers, media and opinion leaders who set the national agenda to the needs of the entire Gulf Coast – and how the region’s recovery has a direct impact on every state. The organization seeks to demonstrate to national leaders the strong and deep support across America for the essential funding of Gulf Coast restoration.

### Activities & Accomplishments

- When only 12 U.S. senators and 25 members of the House of Representatives had visited the Gulf Coast to see the destruction of Hurricanes Katrina & Rita, Women of the Storm organized 130 women and chartered a plane to Washington DC in January 2006. The group walked under blue-tarp umbrellas to a news conference and called on Congress in teams of two, offering a personal invitation to every member of the House and Senate to visit the area, focusing on needs for housing, safe levees and coastal restoration. Within a few weeks, a 36-member Congressional delegation traveled to New Orleans. Once they saw the magnitude of the devastation, leaders understood the issue better; most became advocates for the people of Louisiana and the Gulf Coast. In that spring, Congress approved fully funded the Road Home housing restoration program.
- The Women of the Storm’s second trip to DC (September 2006), again with 130 women, was focused on Outer Continental Shelf revenue sharing, which was approved by Congress in December 2006.
- Partnering with New Orleans universities, Women of the Storm made an unsuccessful bid to hold a 2008 Presidential debate in New Orleans.
- In 2008, representatives of the group were invited to present a platform for coastal restoration to the meeting of the Democratic National Committee Platform Committee. Women of the Storm members attended the Democratic Convention, throwing miniature footballs with a message of “a football field of wetlands is lost every 50 minutes;” plans to attend the Republican Convention were interrupted by Hurricane Gustav.
- On the eve of the Saints’ appearance in Super Bowl XLIV, each member of Congress received by hand-delivery a small, colorful football, similar to those distributed at the Democratic Convention, with a tag urging “Be a Saint! Save Our Coast! Invest in America’s Future!”
- On Day 92 of the oil spill, Women of the Storm unveiled the “Be the One” video campaign and e-petition, featuring an array of celebrities committed to Gulf Coast restoration. The video was also screened at more than 6,400 movie theatres across the nation. The petition has more than 131,000 signatures from every state.
- In early 2011, Women of the Storm expanded to become “A Gulf Coast Coalition,” including women from Texas, Mississippi, Alabama and Florida as well as Louisiana, to advocate for an 80% share of the Deepwater Horizon fine dollars.

For more information: <http://www.womenofthestorm.net>.



A GULF COAST  
COALITION

**Contact:**

Diana Pinckley, Diana@zehno.com, (504) 400-1441  
Anne Milling, amilling@bellsouth.net, (504) 866-8357  
John Hill, TalktoJHill@aol.com, (504) 756-0101

- On March 29, 2011, Women of the Storm, a non-partisan grassroots organization, is bringing more than 140 women from all five Gulf Coast states to Capitol Hill with a bipartisan message supported by over 130,000 citizens around the nation who signed the e-petition at [www.RestoretheGulf.com](http://www.RestoretheGulf.com).

## Congress: Oil Spill Fines Should Go to Gulf Coast Recovery Fund

**The Problem:** There is no requirement for the Deepwater Horizon Oil Spill fines to be used to restore the Gulf Coast region where almost **5 million barrels** of oil poured into the Gulf over **153 days**.

- Unless Congress acts, billions of dollars in fines to be paid by BP and other liable parties will be **washed away into the general fund** to be used in unaccounted-for spending, **leaving the nation's Gulf Coast in critical condition.**

**The Solution:** WOMEN OF THE STORM urges Congress to pass bipartisan legislation to dedicate 80% of the Deepwater Horizon Oil Spill fines to a Gulf Coast Restoration Fund.

### Remember these Important Facts

**FINES:** The proposed recovery fund does **not involve tax dollars** from citizens in non-coastal states. This is about the important need for Congress to allocate the **oil spill fines** paid by BP and other parties for restoration in the five states of the Gulf region (Florida, Alabama, Mississippi, Louisiana and Texas).

- Under the Clean Water Act, BP and the other parties liable for the Deepwater Horizon disaster may pay fines totaling a minimum of \$5 billion – or up to \$21 billion if they are found to have been grossly negligent. A cap of \$2.7 billion of the fines are required by law to go into the Oil Spill Liability Trust Fund to clean up the next disaster. WOMEN OF THE STORM members are speaking up about the billions of dollars in fines that exceed that \$2.7 billion cap.

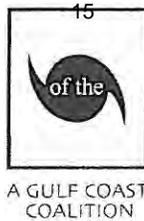
**FAIR:** Our [RestoretheGulf.com](http://RestoretheGulf.com) petition shows that over 130,000 citizens from every political persuasion agree that it is only **fair** for Congress to allocate fines to a protected Gulf Coast recovery fund. Our position also reflects that of the **bipartisan Oil Spill Commission** and the **Mabus Commission**.

- Fairness requires that the Gulf Coast ecosystems be given the same priority as other regions. Significant federal funding supports ongoing restoration in several states, including the Chesapeake Bay Restoration, the Great Lakes Restoration and the California Bay-Delta Project.

**FUEL & FOOD:** Restoring the Gulf Coast region benefits all Americans through energy security, food sustainability, economic contribution and natural ecosystems.

- Nearly 50% of domestic energy, and 2/3 of the nation's shrimp and oysters come from the Gulf Coast states. Thousands of miles of pipeline are becoming exposed due to coastal erosion.

**Pending Legislation:** The Gulf Coast Restoration Act (H.R. 56) by Rep. Steve Scalise (R-La.), and the Gulf of Mexico Economic and Environmental Restoration Act of 2011 (H.R. 480) by Rep. Kathy Castor (D-Fl.) would both dedicate 80% of Clean Water Act fines to the Gulf Coast's long-term recovery. As of March 29, the Senate had not introduced any related legislation.



## THE GULF COAST FUELS AND FEEDS THE NATION....

- The five Gulf states and the Gulf of Mexico collectively represent **the 6<sup>th</sup> largest economy** in the world, with a \$2.3 trillion gross domestic product.
- America's Gulf produces nearly **half of the U.S. domestic energy supply**, an essential part of our national security.
- **Seven of the nation's largest 10 ports** are located in the Gulf of Mexico. Some 20% of all waterborne commerce moving on U.S. waters moves to the Gulf through the Mississippi River.
- More than **two-thirds of the nation's shrimp and oysters** come from Gulf Coast states; value of Gulf states' fisheries totals \$662 million annually.
- The Gulf is a **flyway for 40% of North America's** duck, geese, swan and eagle populations. Much of the continent's waterfowl population winters along the Gulf Coast.
- **Millions of people visit** Gulf beaches, take fishing trips, participate in water sports and otherwise enjoy this national treasure, contributing \$20 billion annually to Gulf state coffers through tourism.
- The impact of a healthy Gulf on the **quality of life** in the region and beyond is immeasurable.

## ...BUT GULF COAST STATES REQUIRE RESTORATION.

- **All five Gulf states face varying levels of coastal erosion.**
- **One football field of land is lost every 50 minutes** in Louisiana. Since the 1930s, an area the size of Delaware – 2,000 square miles of wetlands – has been lost. **Other Gulf Coast states are losing barrier islands** and other lands essential for hurricane protection.
- **200 square miles of marshland became open water** as a result of hurricanes in the last five years.
- Every 2.7 to 4 miles of lost marsh correlates to a **one-foot rise in storm surge.**
- **Millions of Gulf Coast residents are more vulnerable** because wetlands and barrier islands have disappeared.
- **Homeland security is a serious issue** when thousands of miles of pipeline become exposed due to lost land.
- **Risking the economic contributions of the Gulf Coast is costly.** Estimates show that, in just the three weeks after Hurricanes Katrina & Rita, the nation's economy lost \$9.9 billion in energy-related sales, \$2.9 billion in household earnings, and 77,000 jobs; the cost of just those hurricanes was more than \$150 billion. Estimates of the economic damage from the Deepwater Horizon Oil Spill are not yet fixed, but Alabama's loss alone is being defined as \$3.3 billion in tourism, fishing, shipping and more. These numbers will grow daily for each of the five Gulf States.

**RESTORING THE GULF IS NOT A PARTISAN ISSUE. IT IS A LEADERSHIP ISSUE.**

**1**

**BE THE ONE**  
 restorethegulf.com



A GULF COAST  
 COALITION

**CELEBRITY-STUDED VIDEO, E-PETITION TO RESTORE GULF COAST GAIN WIDE U.S. SUPPORT  
 SIGN IT! SHARE IT! BE THE ONE!**

In the face of the Gulf oil spill and in response to ongoing coastal restoration needs, the Women of the Storm, a non-partisan grassroots organization formed in New Orleans and South Louisiana in the wake of Hurricane Katrina, launched in July a campaign to Restore the Gulf.

A grassroots initiative to secure long-term funding to restore and protect the Gulf Coast and area wetlands, [www.restorethegulf.com](http://www.restorethegulf.com) features the viral distribution of a celebrity-studded video, "Be the One," designed to capture signatures to an online petition in support of this cause.

131,848 signatures

55% of signers are from five Gulf Coast states – LA, FL, TX, AL, MS

45% come from everywhere else in America

Every state and the District of Columbia is represented. Only three small-population states have registered fewer than 100 signers; half the states have more than 1,000 signers.

**Names and e-mail of petition-signers, organized by state, are available in an electronic format to Congressional offices.** To request the list from a specific state, e-mail [diana@zehno.com](mailto:diana@zehno.com).

**BY THE NUMBERS: TOTAL GULF COAST RESTORATION PETITION SIGNERS BY STATE**

44,120 – LA	2,036 – NJ	875 – WI	256 – RI
10,088 – FL	1,766 – MA	805 – KY	236 – WV
9,302 – TX	1,667 – OH	772 – AR	228 – HI
8,509 – CA	1,622 – CO	770 – MN	204 – NE
5,490 – AL	1,432 – MI	548 – OK	193 – VT
4,872 – NY	1,374 – WA	541 – NV	189 – ID
4,079 – MS	1,358 – AZ	529 – NM	183 – DE
3,760 – GA	1,343 – MD	477 – DC	146 – MT
2,698 – IL	1,140 – MO	409 – KS	115 – AK
2,407 – VA	1,111 – IN	359 – IA	94 – WY
2,341 – TN	1,050 – SC	309 – NH	82 – SD
2,331 – NC	1,023 – CT	284 – UT	68 – ND
2,202 – PA	917 – OR	282 – ME	

(3/24/11)



A GULF COAST  
COALITION

## Call to Congress: Now is the Time to Invest in the Gulf Coast

### Issue:

Urge Congress to dedicate 80% Deepwater Horizon Oil Spill fine to Gulf Coast states for restoration and demonstrate the bipartisan spirit voters have begun to demand.

### Current Status

- Under the Clean Water Act, BP and the other parties liable for the Deepwater Horizon disaster may pay a minimum of \$5 billion in fines — or up to \$21 billion if they are found grossly negligent.
- Fine money goes into the Oil Spill Liability Trust Fund to clean up the next disaster, until the fund cap of \$2.7 billion is reached.
- Then any additional dollars may be used for any purpose Congress chooses.
- It is both fair and reasonable to devote 80% of those dollars to a Gulf Coast Recovery Fund.

### Pending Legislation

This Congress, two bills have been introduced in the House that would turn this widely-supported idea into law – but neither has been passed yet.

Both the **Gulf Coast Restoration Act (H.R. 56)** introduced by Representative Steve Scalise (R-LA), and the **Gulf of Mexico Economic and Environmental Restoration Act of 2011 (H.R. 480)** introduced by Representative Kathy Castor (D-FL) would dedicate 80% of Clean Water Act fines paid by BP and other responsible parties to the Gulf coast's long-term recovery.

H.R 56 has been referred to House Natural Resources, chaired by Rep. Doc Hastings (WA) with Rep. Ed Markey (MA) as ranking member, and to House Transportation and Infrastructure, chaired by Rep. John Mica (FL) with Nick Rahall (WV) as ranking member. H.R. 480 has been referred to House Transportation and Infrastructure; House Science, Space and Technology; and House Energy and Commerce.

As of March 21, the Senate has not introduced any proposals that would accomplish this goal.

## **Background:**

In the Deepwater Horizon oil spill on April 20, 2010, 11 men were killed and more than 650 miles of Gulf coastal habitats—salt marsh, mudflat, mangroves, and sand beaches—were oiled. More than 130 miles have been designated as “moderately to heavily oiled.” The economic and environmental damage to the five Gulf States was significant, as well as the harm to the waters of the Gulf itself.

## **Reasons to Act**

### **Pay this bill now – or pay a bigger bill later.**

The damages from Hurricanes Katrina and Rita were a staggering \$150 billion in 2005 dollars —more than twice the damages from Hurricane Andrew, 9/11, and the Northridge Earthquake combined.

Estimates of the cost of Gulf restoration, including but not limited to the Mississippi Delta, vary widely. According to testimony before the Oil Spill Commission, full restoration of the Gulf will require \$15 billion to \$20 billion—a minimum of \$500 million annually for 30 years.

Beginning in 2017, Phase II of the Gulf of Mexico Energy Security Act, which governs sharing of oil-related revenues, will begin to bring large amounts of money to the Gulf States. Much of this could be directed to restoration.

The Deepwater Horizon disaster provides a significant opportunity to begin funding restoration sooner. Its fines can be directed to jumpstart key Gulf restoration projects.

### **Allocating fine money to Gulf Coast states for restoration has already earned wide support.**

Among the advocates for 80% of the fines to the Gulf Coast:

- The bipartisan federal Oil Spill Commission, headed by Sen. Bob Graham and Bill Reilly
- The Mabus Commission
- Public polling in the five Gulf Coast states.

The Obama Administration suggests a significant portion of the fines go to a Gulf Coast recovery fund.

**More than 131,000 people from every state have signed a “Be the One” e-petition (restorethegulf.com) to demand sustainable funding for restoration of Gulf Coast wetlands, beaches and marshes, showing that national support for coastal restoration is broad and deep.**

**This nation requires a healthy Gulf of Mexico for reasons involving domestic energy, shipping, seafood, ecology, recreation and culture.**

**The Gulf marine and coastal ecosystems were already stressed environments before the spill. The goal: To restore the system’s natural resilience.**

Essential habitats in coastal bays and estuaries have been lost to or degraded by pollution, energy or other development, changes in freshwater inflows, and overfishing. Restoring natural systems—as opposed to specific historical features or land forms—to health would bring resilience back into this vital economic and ecological region.

**A comprehensive response requires a national vision for restoring the Gulf ecosystems to health.**

Ecosystem restoration is ongoing in several areas of the country that have received significant federal funding, including the Chesapeake Bay Restoration, the Great Lakes Restoration and the California Bay-Delta Project. Gulf Coast ecosystems have not been a federal restoration priority to date.

**Restoring the Gulf Coast wetlands can also be a model for best practices to bring back threatened marshlands and barrier islands worldwide.**

**Restoring the Gulf Coast is not a partisan issue. It is a leadership issue.**



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: \_\_\_\_\_

Contact Name: Ronnie Sheldon

Phone: \_\_\_\_\_

**Agenda Topic: Address the Council re: Pedestrian path on Beach Blvd. & walking dogs on beach**

---

*Attach additional information as necessary*

**Action Requested:**

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: \_\_\_\_\_

Contact Name: Rebecca Whitehead

Phone: \_\_\_\_\_

**Agenda Topic:** Address the Council re: 2914 Frederic St.

*Attach additional information as necessary*

**Action Requested:**

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding <input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Grant
			<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**RESOLUTION**

**WHEREAS**, by order dated May 4, 2010, this Council authorized giving notice to the owner of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., June 1, 2010, to determine whether the parcel listed is in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

**WHEREAS**, this matter was continued at the June 1, 2010, meeting until July 6, 2010; and

**WHEREAS**, this matter was continued at the July 6, 2010, meeting until August 3, 2010; and

**WHEREAS**, the Council has received evidence from the staff of the City as to the condition of the parcel and the owner has been given an opportunity to be heard; and

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

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

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

**SECTION 2.** That, if the parcel is not cleaned by the owner within seven days of this date, the City Manager, by use of City personnel or a private contractor, shall have the parcel cleaned by removing any dilapidated buildings thereon, removing any standing water, by cutting

any excess vegetation thereon, and by removing rubbish and debris. Thereafter, this Council shall adjudicate the actual cost of cleaning said parcel and such costs shall be an assessment against the parcel.

#### **EXHIBIT A**

<b>Tax Parcel Number and <u>Property Address</u></b>	<b>Owner(s) and <u>Mailing Address</u></b>	<b>Described at the following Jackson County, MS, <u>Deed Books and Pages</u></b>
40405128.000 2914 Frederic	Deborah Ann Johnson 1814 Perdido Blvd Gautier, MS 39553	Deed Book 1418, Page 676

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Council then declared the Resolution adopted on the 3<sup>rd</sup> day of August, 2010.





**PAGE, MANNINO, PERESICH & McDERMOTT**  
**A PROFESSIONAL LIMITED LIABILITY COMPANY**

**ATTORNEYS AT LAW**  
 759 VIEUX MARCHÉ MALL  
 P.O. DRAWER 289

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LYLE M. PAGE\*  
 RONALD G. PERESICH  
 STEPHEN G. PERESICH  
 MICHAEL B. McDERMOTT  
 TERE RICHARDSON STEEL  
 MICHAEL E. WHITEHEAD  
 HENRY N. DICK, III  
 W. MARK EDWARDS  
 DAVID M. ALLEN\*\*\*\*  
 LES W. SMITH  
 RON PERESICH, JR.  
 MARY W. VAN SLYKE\*\*  
 COWLES E. SYMMES  
 RANDI PERESICH MUELLER\*\*\*  
 GINA BARDWELL TOMPKINS  
 WILLIAM SYMMES

\*Also admitted in Louisiana  
 \*\*Also Admitted in Tennessee  
 \*\*\*Also Admitted in Alabama  
 \*\*\*\*Also Admitted in Texas

June 1, 2011

*Via Electronic Mail Only*

Eddie C. Williams, Esquire  
 City Attorney  
 City of Pascagoula  
 P.O. Box 908  
 Pascagoula, MS 39568-0908

**Re: Anna Cumbest/2009 Beach Boulevard**

Dear Eddie:

I am writing to request that you put the above referenced property owner on the June 7, 2011 Agenda for the Pascagoula City Council meeting.

I would like to discuss with the Council possibly erecting a fence around the elevated foundation and the Council rescinding the prior resolution entered.

Sincerely yours,

**PAGE, MANNINO, PERESICH &**  
**McDERMOTT, P.L.L.C.**

*Michael E. Whitehead*

Michael E. Whitehead

**Dictated But Not Read**

MEW/kms



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Resolution for property cleanup on 3402 Tillman

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding <input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Grant
			<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**RESOLUTION**

**WHEREAS**, by order dated January 4, 2011, this Council authorized giving notice to the owner of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., February 1, 2011, to determine whether the parcel listed is in such a state of uncleanness as to be a menace to the public health and safety of the community; and

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

**WHEREAS**, this matter was continued at the February 1, 2011, meeting until March 1, 2011; and

**WHEREAS**, this matter was continued at the March 1, 2011, meeting until June 7, 2011; and

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

**WHEREAS**, we find that the parcel of land listed in the exhibit is in such a state of uncleanness as to be a menace to the public health and safety of this community:

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

**SECTION 1.** That the parcel of land listed in Exhibit A is hereby found and determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community.

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

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
40205008.000 3402 Tillman	Jonice Baggett 3402 Tillman Pascagoula, MS 39567 <b>(Footnote 1)</b>	Deed Book 1267, Page 77

**PARTIES WITH INTEREST**

**Footnote 1:** Federal National Mortgage Association, 14221 Dallas Parkway – Suite 1000,  
Dallas TX 75254





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Resolution for property cleanup on 1000 Ruland

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**RESOLUTION**

**WHEREAS**, by order dated January 18, 2011, this Council authorized giving notice to the owners of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., March 1, 2011, to determine whether the parcel listed is in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

**WHEREAS**, this matter was continued at the March 1, 2011, meeting until June 7, 2011; and

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

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

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

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

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

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41948038.000 1000 Ruland	Michelle Dawn Young 10373 North Sam Houston Parkway East, Apt. 720 Humble, TX 77396 And Murphy Dale Young 1000 Ruland Pascagoula, MS 39567 <b>(Footnote 1)</b>	Deed Book 1404, Page 841

**PARTIES WITH INTEREST**

**Footnote 1:** Trustmark National Bank, P.O. Box 22889, Jackson, MS 39225





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Resolution for property cleanup on 4412 Shadowwood, 4807 Mohawk, 4708 River Road, 1315 Krebs**

---

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

## RESOLUTION

**WHEREAS**, by order dated May 3, 2011, this Council authorized giving notice to the owners of the parcels of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., June 7, 2011, to determine whether the parcels listed are in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

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

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

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

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

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

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41948014.000 4412 Shadowwood	Pikco Finance, Inc. 352 Rawls Drive McComb, MS 39648 <b>(Footnote 1)</b>	Deed Book 1594, Page 268
41335142.000 4807 Mohawk	David Cook 4803 Mohawk Avenue Pascagoula, MS 39581	Deed Book 1507, Page 606
40401062.000 4708 River Road	Tommy Hegwood 4710 River Road Pascagoula, MS 39567	Deed Book 661, Page 368
40407022.000 1315 Krebs	International Longshoremen's Association, Local #1752 P.O. Box 1264 Pascagoula, MS 39568	Deed Book 278, Page 204

**PARTIES WITH INTEREST**

**Footnote 1:** Bryan & Gail Doxey, 1709 Martin Bluff Road, No. 33, Gautier, MS 39553





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

Phone: \_\_\_\_\_

**Agenda Topic:** Minutes of Regular Council meeting of May 17, 2011

*Attach additional information as necessary*

**Action Requested:**

Adopt and approve minutes of Council meeting of May 17, 2011

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Grant
Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, MAY 17, 2011, 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, May 17, 2011, at 6:00 p.m. Mayor Maxwell called the meeting to order with the following officials present:

Mayor Robert H. Maxwell  
Councilman Joe Abston  
Councilman Frank Corder  
Councilman Jim Milstead  
Councilman Robert Stallworth, Sr.  
Councilman Harold Tillman, Jr.  
Councilman George L. Wolverton, Sr.

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

\*\*\*\*\*

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

\*\*\*\*\*

Leta Ferrington addressed the Council about a property cleanup matter at 1002 14<sup>th</sup> Street. Ms. Ferrington advised she did not understand that she should have been present at the last Council meeting on this matter. The Council adopted the Resolution on May 3, 2011, to clean the property. Ms. Ferrington apologized and requested that the Council reverse its decision so work can be done on the house. Steve Mitchell, Operations Manager, suggested that the Council continue the case and Code Enforcement can monitor the progress of the work when permits are issued.

After discussion, Councilman Corder made a motion to authorize the Code Enforcement Department to issue the necessary permits for work to be performed at 1002 14<sup>th</sup> Street as requested. The motion was seconded by Councilman Tillman and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

\*\*\*\*\*

Taylor Tingle, Pascagoula's Distinguished Young Woman of 2012, addressed the Council regarding advertising the resources of the City of Pascagoula through a sponsorship in the state program. The program will be held in Meridian on July 23, 2011. The Council extended congratulations and best wishes to Taylor in the state program.

Councilman Wolverton made a motion to approve a \$250.00 sponsorship in the state Distinguished Young Woman Program for Tayler Tingle as requested. The motion was seconded by Councilman Corder and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

\*\*\*\*\*

The next item was a property cleanup hearing for 2009 Beach Blvd. which was continued from the Council meeting of April 5, 2011. Attorney Mike Whitehead was in attendance to represent Anna Belle Cumbest, property owner. He submitted photos for the record and advised the items have been removed from the top of the slab. Ms. Cumbest is in the process of ordering "No Trespassing Signs" to place on the property. Councilman Milstead commented that he felt much progress has been made on the property. Other members of the Council also made comments.

After discussion, the Council then considered the following Resolution:

### **RESOLUTION**

**WHEREAS**, by order dated March 1, 2011, this Council authorized giving notice to the owner of the parcel of land listed in Exhibit A of a hearing before this Council at 6:00 P.M., April 5, 2011, to determine whether the parcel listed is in such a state of uncleanness as to be a menace to the public health and safety of the community; and

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

**WHEREAS**, this matter was continued at the April 5, 2011, meeting until May 17, 2011; and

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

**WHEREAS**, we find that the parcel of land listed in the exhibit is in such a state of uncleanness as to be a menace to the public health and safety of this community:

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

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

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

### **EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
40410062.000 2009 Beach	Anna Belle Cumbest 2009 Beach Blvd. Pascagoula, MS 39567	Deed Book 738, Page 121

The above Resolution was introduced by Councilman Corder, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "NAY", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Resolution adopted on the 17<sup>th</sup> day of May, 2011.

\*\*\*\*\*

Minutes of the Planning Board meeting held on May 11, 2011, are spread on the minutes as follows:

### **REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD WEDNESDAY, MAY 11, 2011, AT 6:00 PM CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Wednesday, May 11, 2011, at 6:00 P. M.

**The following official(s) were present:**

Wesley Smith (Chairman)  
Joseph Odom  
Etienne Melcher  
Stephen Parker (Vice-Chairman)

Charles Busby  
Linda Tillman

**Official(s) not present:**

Mike Gilly  
Karen Joplin

**Other Officials present:**

Eddie Williams, City Attorney  
Brian Nelson, Director of Planning  
Angelia Kimbrough, Administrative Assistant

**1. Tube Mac Services**

**5201 Orchard Rd.** The property is zoned Single-Family Residential 6. The request is for a variance to construct a 30' x 100' metal storage building with a 6' rear yard setback of the required 15' in an SFR 6 zone.

Jack Waters with Tube Mac Services was present to explain the application. Staff's recommendation is to **"APPROVE"** with the condition that the storage facility be constructed to the satisfaction of the Building Official. Mr. Waters stated that the building would be used for storage only and that access for large trucks would be limited if the storage building was constructed within the setback requirements. After hearing Mr. Water's request, and there being no protest, a motion was made by Etienne Melcher to **"APPROVE"** the application. The motion was seconded by Charles Busby and the vote thereupon was as follows: Linda Tillman **"AYE"**, Wesley Smith **"AYE"**, Charles Busby **"AYE"**, Joseph Odom **"AYE"**, Etienne Melcher **"AYE"**, Stephen Parker **"AYE"**.

The application will go to the City Council with the recommendation to **"APPROVE"**.

**COUNCIL ACTION:**

Councilman Corder made a motion to **"APPROVE"** the request of Tube Mac Services as recommended by the Planning Board. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell **"AYE"**. Councilmen Abston **"AYE"**, Corder **"AYE"**, Milstead **"AYE"**, Stallworth **"AYE"**, Tillman **"AYE"**, and Wolverton **"AYE"**. (Approved 5-17-11)

**2. McDonald's**

**3227 Denny Ave.** The property is zoned Regional Commercial. The request is for a variance to add (1) additional wall sign and (2) **"M"** logos to exterior of building for the new McDonald's.

Lonnie Trautman with Young Signs Company was present to explain the application. Staff's recommendation is to **"APPROVE"**. The proposed signs are consistent with previous signage allowed at this location. After hearing Mr. Trautman's request, and there being no protest, a motion was made by Joseph Odom to **"APPROVE"** the

application. The motion was seconded by Steven Parker and the vote thereupon was as follows: Linda Tillman “AYE”, Wesley Smith “AYE”, Charles Busby “AYE”, Joseph Odom “AYE”, Etienne Melcher “AYE”, Stephen Parker “AYE”.

The application will go to the City Council with the recommendation to “**APPROVE**”.

**COUNCIL ACTION:**

Councilman Corder made a motion to “APPROVE” the request of McDonald’s as recommended by the Planning Board. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 5-17-11)

**3. Built Rite Signs**

**3503 Denny Ave.** The property is zoned Regional Commercial. The request is for a 16’ square foot variance of the allowed 65 sq. ft. to increase the sign area of the existing wall sign for Citi-Trends to 81 sq. ft. to help maximize the visibility of the sign.

Danny Summers with Built Rite Signs was present to explain the application. Staff’s recommendation is to “**APPROVE**”. The distance of the sign from the Highway 90 thoroughfare could make identification of the business difficult. The increase in square footage of the sign is an effort to remedy the lack of visibility. After hearing Mr. Summer’s request, and there being no protest, a motion was made by Joseph Odom to “APPROVE” the application. The motion was seconded by Etienne Melcher and the vote thereupon was as follows: Linda Tillman “AYE”, Wesley Smith “AYE”, Charles Busby “AYE”, Joseph Odom “AYE”, Etienne Melcher “AYE”, Stephen Parker “AYE”.

The application will go to the City Council with the recommendation to “**APPROVE**”.

**COUNCIL ACTION:**

Councilman Corder made a motion to “APPROVE” the request of Built Rite Signs as recommended by the Planning Board. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 5-17-11)

**4. Complete Signs LLC**

**4301 Denny Ave.** The request is for a variance to add (2) additional wall signs illuminated (2) Non-illuminated painted murals for the new Raising Canes. The request is also for an additional 24 sq. ft. of signage for a freestanding sign for adequate visibility. The allotted sign area based on building frontage is 60 sq. ft.; the request is for 84 sq. ft.

Brian Lumbatis with Complete Signs was present to explain the application. Staff’s recommendation is to “**APPROVE**”. The proposed signs are integrated into the design

of the building. The design and layout of the signs are to reflect the atmosphere of the business. After hearing Mr. Lumbatis' request, and there being no protest, a motion was made by Charles Busby to "APPROVE" the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE" Wesley Smith "AYE", Charles Busby "AYE", Joseph Odom "AYE", Etienne Melcher "AYE", Stephen Parker "AYE".

The application will go to the City Council with the recommendation to "**APPROVE**".

**COUNCIL ACTION:**

Councilman Corder made a motion to "APPROVE" the request of Complete Signs, LLC, as recommended by the Planning Board. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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**The following consent agenda items were considered.**

The first item for consideration was the minutes of the regular Council meeting held on May 3, 2011, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Stallworth made a motion to approve and adopt the minutes of the regular Council meeting of May 3, 2011, as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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The next item for consideration was a request to advertise the resources of the City of Pascagoula through the 2011 Home of Grace Golf Classic for \$250.00 as a Silver Sponsor as recommended by Eddie Williams, City Attorney. The event will be held on June 4, 2011. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation.

Councilman Stallworth made a motion to approve advertising the resources of the City of Pascagoula through the 2011 Home of Grace Golf Classic for \$250.00 as a Silver Sponsor as recommended and authorize a manual check. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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The next item for consideration was a request to advertise for bids for C900 water pipe (Annual Bid # 308) as recommended by Amy Thompson, Purchasing Agent.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for bids for C900 water pipe (Annual Bid #308) as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 5-17-11)

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The next item for consideration was a request to advertise for Request for Proposals for citywide demolition as recommended by Steve Mitchell, Operations Manager.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for Request for Proposals as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell “AYE”. Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 5-17-11)

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The next item for consideration was Budget Amendment # 11.62 in the General Fund for vehicle maintenance at the Police Department as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula  
Budget Amendment # 11.62  
May 17, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>	-	-	-
- <b><u>Revenues:</u></b>	-		-
- <b><u>Miscellaneous:</u></b>			
- <b>Insurance Proceeds</b>	<b>4,850</b>	<b>800</b>	<b>5,650</b>
<b>Total Revenues</b>	<b>4,850</b>	<b>800</b>	<b>5,650</b>
-	-		-
- <b><u>Expenditures:</u></b>	-		-
- <b><u>Police Administration</u></b>			

-	<b>Other Services &amp; Charges:</b>			
-	<b>Auto Maint. Services</b>	<b>59,850</b>	<b>800</b>	<b>60,650</b>
-				
-				
-	<b>Total Expenditures</b>	<b>59,850</b>	<b>800</b>	<b>60,650</b>
	<b>Net Change in Fund Balance</b>		-	
	<b>To amend budget to provide authority for the repair of damages, resulting from an accident, to unit # 14143 and the related insurance proceeds.</b>			

Councilman Stallworth made a motion to approve the above budget amendment as presented and recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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The next item for consideration was a letter of endorsement for community magnets with Universal Adcom, Arlington, TX, as recommended by the City Manager. The City will receive free magnets on a quarterly basis in the next 12 months to place in our buildings for the public. There is no charge to the City.

Councilman Stallworth made a motion authorize the City Manager to execute the letter of endorsement for community magnets with Universal Adcom as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

(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 a request to advertise for bids for backflow preventers (Annual Bid # 309) as recommended by Steve Mitchell, Operations Manager.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for bids for backflow preventers (Annual Bid #309) as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen

Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

\*\*\*\*\*

The next item for consideration was a list of quotes for additional and/or new property and flood insurance to meet FEMA requirements through Ross-King-Walker Insurance and LMS, Inc. as recommended by Jeane Bull, Assistant Comptroller. The premiums total \$10,438.64 for additional coverage of \$2,218,800.00. The list of quotes is spread on the minutes as follows:

**City of Pascagoula  
Insurance Requirements**

1. **Pascagoula Rec Center**: Additional premium to increase flood contents coverage to \$85,725 is \$55.00.
2. **Beach Park Restrooms & Concessions**: Flood quote based on \$500,000 building limit, \$5,000 contents; \$ 1,000 deductibles: \$6,570.00
3. **Anola Club**: \$7.00 additional premium to increase flood building limit to \$37,500.
4. **16 Cottages**: flood premium per cottage based on 45,000 building coverage \$123.00 X 16 = \$1,968.
5. **Police Training Facility**: \$1,000,000 Building Limit; \$10,000 Contents Limit; \$500,000 Excess Flood Building Coverage: Total additional premium \$766.24. Increase existing flood insurance to \$500,000 building maximum, \$32,300 contents for \$1,044.
6. **12<sup>th</sup> Rec Center**: Additional premium to increase wind building limit to \$48,275 for \$28.40

Councilman Stallworth made a motion to approve the quotes for additional and/or new property and flood insurance to meet FEMA requirements through Ross-King-Walker and LMS, Inc. as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

(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 a request to advertise for bids for the Cisco equipment to implement the downtown Wi-Fi network as recommended by Stephen Newell, MIS Director.

Councilman Stallworth made a motion to authorize the City Clerk to advertise for bids for Cisco equipment necessary to implement a downtown Wi-Fi network as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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Minutes of the Historic Preservation Commission meeting of April 27, 2011 were acknowledged by the City Council.

\*\*\*\*\*

Minutes of the Recreation Commission meeting of May 4, 2011, were acknowledged by the City Council.

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The next item for consideration was a request to allow residents to place small signs to promote "Blues at the Beach" in their yards or in front of businesses as recommended by Harry Schmidt, Community & Economic Development Director. Signs would be placed the week of the event each month throughout the summer.

Councilman Stallworth made a motion to authorize event signs for "Blues by the Beach" to be placed more than twice per calendar year in residential yards or in front of businesses as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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The next items for consideration were grant extensions for three MDA construction projects as recommended by Jaci Turner, Program Manager. This will allow construction to continue within the period of the grant. No adjustment is made to the funds. The three projects are as follows:

Contract No. R-103-290-02-KCR – Grant No. R-103-290-02-KCR – extension date to 12/20/11

Contract No. R-109-290-03-KCR – Grant No. R-109-290-03-KCR – extension date to 12/15/11

Contract No. R-109-290-03-KCR – Grant No. R-109-290-03-KCR – extension date to 12/15/11

Councilman Stallworth made a motion to approve the grant extensions for three MDA construction projects as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

(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 a request for a one-year extension of the Miscellaneous Services Contract with Compton Engineering, Inc., Pascagoula, MS, as recommended by Jaci Turner, Program Manager. The City Manager advised the stimulus requirements also need to be added to the contract, and we will request Compton Engineering to revise the extension to include this in the renewal document.

Councilman Stallworth made a motion to approve a one-year extension of the Miscellaneous Services Contract with Compton Engineering, Inc. as recommended, with the amendment to include the stimulus requirements and authorize the City Manager to execute the related document after review by the City Attorney. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

Renewal Number 1 to the Agreement for Professional Services is spread on the minutes as follows:

**RENEWAL NUMBER 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
CITY OF PASCAGOULA AND COMPTON ENGINEERING, INC.**

**THIS IS A RENEWAL** made on \_\_\_\_\_ **TO THE AGREEMENT** made on May 19, 2010, between the **CITY OF PASCAGOULA**, P. O. Drawer 908, Pascagoula, Mississippi, 39568-0908 (**OWNER**), and **COMPTON ENGINEERING, INC.**, P. O. Box 686, 1706 Convent Avenue, Pascagoula, Mississippi, 39568 (**ENGINEER**).

This **RENEWAL** is in accordance with **ARTICLE VII - CHANGES, AMENDMENTS** of the aforementioned agreement. **OWNER** intends to utilize **ENGINEER** for services as extended in **ARTICLE III** and hourly rates as amended in **EXHIBIT 2** below:

**ARTICLE III - PERIOD OF SERVICES**

1. The period of services shall be from May 20, 2011 to May 19, 2012.

**EXHIBIT 2**  
**COMPTON ENGINEERING, INC.**  
**CHARGE RATES 2011**

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal .....	\$ 145.00
Senior Project Engineer .....	\$ 125.00
Project Engineer .....	\$ 105.00
Geologist (P.G.) .....	\$ 94.00
Engineer II (P.E.) .....	\$ 94.00
Engineer I (E.I.) .....	\$ 78.00
Architect Intern .....	\$ 78.00
Senior Project Manager .....	\$ 105.00
Project Manager .....	\$ 89.00
Environmental Specialist. ....	\$ 94.00
Senior Engineering Assistant .....	\$ 84.00
Engineering Assistant .....	\$ 68.00
Senior Design Technician .....	\$ 78.00
Design Technician .....	\$ 68.00
Resident Project Representative Manager .....	\$ 75.00
Resident Project Representative .....	\$ 65.00
Business Manager. ....	\$ 90.00
Specification Writer .....	\$ 65.00
Administrative Assistant .....	\$ 50.00
Clerical .....	\$ 35.00
Professional Land Surveyor .....	\$ 95.00
Senior Survey Technician ....	\$ 70.00
Survey Technician .....	\$ 60.00
Survey Crewman .....	\$ 42.00
Two-Man Survey Crew .....	\$ 115.00
Three-Man Survey Crew .....	\$ 135.00
GPS Survey Crew .....	\$ 155.00
Subcontractors and Project Specific Expenses (With prior approval from Owner)	Cost + 10%

**ARTICLE VIII - MISCELLANEOUS** has been amended as follows to add a line item immediately following Line Item 6 to incorporate the Terms and Conditions for the American Recovery and Reinvestment Act ("ARRA") as they apply to professional services,

7. If any part of this **AGREEMENT** is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), then **ENGINEER** shall provide services and include applicable conditions to the construction contract documents in accordance with Terms and Conditions in **EXHIBIT 3**.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this **Renewal** as of the day and year first written above.

**OWNER:**  
**CITY OF PASCAGOULA, MS**

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**ENGINEER:**  
**COMPTON ENGINEERING, INC.**

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

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

\*\*\*\*\*

The next item for consideration was Budget Amendment # 11.63 in the General Fund for the 2011 MDOT Urban Youth Grant as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula**  
**Budget Amendment # 11.63**  
**May 17, 2011**

	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>	-	-	-
<b><u>Revenues:</u></b>	-	-	-



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Financial reports for the month of April 2011 were filed by the City Clerk and acknowledged by the Council.

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Next for consideration was a request by First Premier Corp d/b/a Charter Bank for a Central Business District ad valorem tax exemption as presented by Eddie Williams, City Attorney. The application is spread on the minutes as follows:

**APPLICATION OF FIRST PREMIER CORP D/B/A CHARTER BANK  
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF  
TEN (10) YEARS AS AUTHORIZED BY SECTION 27-31-31,  
MISSISSIPPI CODE OF 1972, AS AMENDED  
TO THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI:**

First Premier Corp d/b/a Charter Bank ("Applicant") files this Application for exemption from ad valorem taxation, and respectfully represents as follows:

1. The Applicant is now operating a banking business on property owned by it, as described in Deed Book 1512, Page 118, and Deed Book 1514, Page 45, located at 1519 Jackson Avenue, and having tax parcel numbers 41411149.000, 41411150.000, 41411151.000 and 41411151.050, within the Central Business District as established by the City Council pursuant to Section 27-31-31, Mississippi Code of 1972, and is eligible for the exemption provided by the above mentioned section.
2. The construction of new structures or improvements to or renovations of existing structures on the parcels were completed on Jun 9, 2010; therefore, the exemption hereby requested should commence on January 1, 2011.
3. That the true value of the building to be exempted, which was constructed on the land, is \$2,293,000.

WHEREFORE, Applicant prays that this Council enter a finding that Applicant's building referred to in this application is new construction and the same was completed on June 9, 2010; and

That Applicant be granted an exemption from ad valorem taxation, except Pascagoula Municipal Separate School district ad valorem taxes, for a period of ten (10) years beginning on January 1, 2011, upon the building constructed on the above parcel of land; and

That this Council approves this Application by an order spread upon its minutes, declaring that such building shall be exempt from ad valorem taxation, except for Pascagoula Municipal Separate School District ad valorem taxes, for a period of ten (10) years beginning January 1, 2011.

First Premier Corp d/b/a Charter Bank

By: Pam Lindsey, EVP Charter Bank

The Order is spread on the minutes as follows:

**ORDER APPROVING APPLICATION OF FIRST PREMIER CORP D/B/A  
CHARTER BANK FOR AD VALOREM TAX EXEMPTION ON A  
PARCEL OF LAND IN THE CENTRAL BUSINESS DISTRICT  
LOCATED AT 1519 JACKSON AVENUE**

**WHEREAS**, First Premier Corp d/b/a Charter Bank (“Applicant”) owns a parcel of land as described at Deed Book 1512, Page 118, and Deed Book 1514, Page 45, which is located at 1519 Jackson Avenue and bears tax parcel numbers 41411149.000, 41411150.000, 41411151.000, and 41411151.050; and

**WHEREAS**, the parcel is situated within the Central Business District as established by the City Council pursuant to Section 27-31-31, Mississippi Code of 1972; and

**WHEREAS**, Applicant has constructed a building on the parcel, which was completed on June 9, 2010; and

**WHEREAS**, Applicant originally filed an application for ad valorem tax exemption on the building in November, 2010, which was within twelve months of the completion of the building; and

**WHEREAS**, the true value of the building is estimated to be \$2,293,000; and

**WHEREAS**, the building qualifies for the ad valorem tax exemption provided for in Section 27-31-31;

**NOW, THEREFORE, IT IS ORDERED** that Applicant is hereby granted an exemption from ad valorem taxation pursuant to said Section 27-31-31 for a period of ten (10) years beginning January 1, 2011, and expiring January 1, 2021, upon its building, except for Pascagoula Municipal Separate School District ad valorem taxes.

**IT IS FURTHER ORDERED** that the City Clerk shall file the application and this order in a book kept in her office for that purpose and that a copy of the application and this order be filed with the Chairman of the State Tax Commission, the State Auditor of Public Accounts, and the Jackson County Tax Assessor.

The above Order was introduced by Councilman Corder, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 17<sup>th</sup> day of May, 2011.

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(Mayor Maxwell left the meeting at 6:20 p.m.)

\*\*\*\*\*

Next for consideration were bids for the City's bank depository for 2011-2012 which were received on April 5, 2011, and presented by Bobby Parker, City Clerk/Comptroller. Bids were received from the following banks:

Charter Bank  
 First Federal  
 The First, ANBA  
 Hancock Bank  
 Merchants and Marine Bank

After careful review and a tabulation of the bids which were received, Mr. Parker recommended The First, A National Banking Association (ANBA), as the sole bank depository for 2011-2012. He advised all of the institutions are highly qualified and meet all of the City's requirements. The interest rate and the rate offered by The First, ANBA, is more than twice the rate offered by the next highest responder. He advised the cost of transition will be minimal and is a non-factor. The only other factor is that the higher interest rate being offered by The First, ANBA, is predicated on the basis that they will be the sole depository.

Councilman Corder made a motion to approve The First, A National Banking Association (ANBA), as the sole bank depository for 2011-2012 as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "ABSENT". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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

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(Mayor Maxwell returned to the meeting at 6:23 p.m.)

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A discussion was held at this time regarding the need for placement of a 12 inch water line on Live Oak Avenue from Pascagoula Street to Market Street. Steve Mitchell, Operations Manager, advised there will soon be new developments in Pascagoula on Highway 90 with the rebuilding of Greater Antioch Missionary Baptist Church and plans by Hancock Bank to move into the vacant Jim Robinson auto dealership building. Mr. Mitchell and Fire Chief Robert O'Sullivan recommended the 12 inch water line as presented. Mr. Mitchell stated the estimated cost is \$244,500.00, and he plans to use our in-house utility contractors to do the work. Funding and budget amendments were addressed.

After discussion, Councilman Stallworth made a motion to approve the proposed 12 inch water line project on Live Oak Avenue from Pascagoula Street to Market Street as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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Joel Brewer, Utility Partners supervisor, presented the Council with the UP Report for May 2011 for review by the Council.

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Jaci Turner, Program Manager, provided the Council with an update on the Pascagoula Street paving project. The two parts are (1) Beach Blvd. to Ingalls Avenue and (2) Ingalls Avenue to Highway 90. She advised the CSX permit is the biggest problem right now and it is delaying other areas of the project. Various options were discussed on ways to assist with the dust problems, including a temporary asphalt paving. The remobilization cost would be \$6,500.00.

After discussion, Councilman Corder made a motion to approve \$9,500.00, at the discretion of the City Manager, for work on Pascagoula Street as presented. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE".

Councilmen Abston “AYE”, Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 5-17-11)

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

**ORDER**

**WHEREAS**, the attached docket of claims for the period of April 29, 2011, through May 13, 2011, has been presented to the City Council for allowance and approval; and

**WHEREAS**, the below claim numbers 04-01-01, 04-15-02, 04-29-03 and 04-04 have also been presented to the City Council for allowance and approval:

<u>April 1, 2011</u>		<u>Claim # 04-01-01</u>
010	General Fund	\$ 421,027.19
180	Code Enforcement Grant	5,402.98
400	Pascagoula Utilities	26,473.75
475	Transfer Station	11,128.00
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 464,587.81</u>

<u>April 15, 2011</u>		<u>Claim # 04-15-02</u>
010	General Fund	\$ 422,442.70
180	Code Enforcement Grant	5,402.98
400	Pascagoula Utilities	26,689.61
475	Transfer Station	11,126.58
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 466,217.76</u>

<u>April 29, 2011</u>		<u>Claim # 04-29-03</u>
010	General Fund	\$ 438,286.38
180	Code Enforcement Grant	4,322.39
400	Pascagoula Utilities	26,339.93
475	Transfer Station	11,603.00

480	Solid Waste Mgmt.	<u>500.29</u>
	Total	<u>\$ 481,051.99</u>

<u>Miscellaneous Claim</u>		<u>Claim # 04-04</u>
1000	City Share FICA	\$ 71,083.87
1100	City Share Medicare	16,624.48
7000	City Share PERS	<u>137,719.22</u>
	Total	<u>\$ 225,427.57</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 Stallworth, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor then declared the Order adopted on the 17<sup>th</sup> day of May, 2011.

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Eddie Williams, City Attorney, requested approval of a proposal letter from Chris G. Gouras, Jr., Manager of Gouras & Associates, Ridgeland, MS, for professional services which are necessary to assist the City in updating the Tax Increment Financing Redevelopment Plan which is needed to implement the Tax Increment Financing Plan for the LaFont Inn Redevelopment Project in Pascagoula. The proposal letter is spread on the minutes as follows:

**GOURAS & ASSOCIATES**  
**1022 Highland Colony Parkway, Suite 304 - Ridgeland, MS 39157**  
**P. O. Box 1465-Ridgeland, MS 39158-1465**

**(601) 605-8128**

May 16, 2011

Joseph Huffman  
City of Pascagoula  
City Manager  
603 Watts Avenue  
Pascagoula, MS 39567

Dear Mr. Huffman:

My firm will provide the following services, which are necessary to assist the City of Pascagoula (the "City") in updating the Tax Increment Financing Redevelopment Plan necessary to implement the Tax Increment Financing Plan for the LaFont Inn Redevelopment Project in Pascagoula, Mississippi (the "Project") which my firm has been previously engaged with the City to Prepare.

The Scope of Work will include the following activities:

**1. Amended Tax Increment Financing Redevelopment Plan**

- A. Preparation of the Amended Tax Increment Financing Redevelopment Plan for the City. The Plan will, among other things, describe facts about the City, explain the TIF process, describe the redevelopment area boundary, and among other things, it will incorporate the goals and objectives of the City's Comprehensive Plan;
- B. Consultation and review of the Amended Tax Increment Financing Redevelopment Plan with the City Bond Attorney;
- C. Preparation of necessary documents to authorize a public hearing for consideration of approval of the Amended Tax Increment Financing Redevelopment Plan for the Project and conducting the public hearing;
- D. Meeting with the Planning Commission and preparation of necessary documents for consideration for recommendation of the Planning Commission to the City; and
- E. Preparation of the documents necessary for adoption of the Amended Tax Increment Financing Redevelopment Plan for the Project.

The Scope of Work set forth above will be performed at a cost of \$7,500. The Amended Redevelopment Plan preparation costs are reimbursable from the TIF bond issue.

I look forward to working with you on this project.

Sincerely,

\_\_\_\_\_  
Chris G. Gouras, Jr.  
Manager

Authorized and accepted this the \_\_\_\_ day of \_\_\_\_\_, 2011.

BY: \_\_\_\_\_  
Joe Huffman

Its: City Manager, City of Pascagoula

**ACKNOWLEDGMENT**

WWT Enterprises, LLC, will pay the City within forty-five (45) days of approval of the TIF Plan and acknowledges that these costs are to be reimbursed from TIF Bond proceeds.

BY: \_\_\_\_\_  
 WWT Enterprises, LLC  
 ITS: \_\_\_\_\_

Councilman Wolverton made a motion to approve the proposal letter dated May 16, 2011, for services by Gouras & Associates, Ridgeland, MS, concerning the Tax Increment Financing Plan for the LaFont Inn Redevelopment Project in Pascagoula and authorize the City Manager to execute the related document. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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

\*\*\*\*\*

Councilman Milstead requested that a discussion be held regarding development of The Point before plans are made by staff.

\*\*\*\*\*

Councilman Abston made comments regarding building regulations and its effect on our citizens.

\*\*\*\*\*

Councilman Corder reminded the Council of the "Sounds by the Sea" event on Sunday, May 29, 2011, and requested permission for a fireworks display at the conclusion of the program. Councilman Corder then made a motion to approve the request for a fireworks display for the "Sounds by the Sea" event on Sunday, May 29, 2011. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

\*\*\*\*\*

Councilman Corder announced the first annual "Walk a Mile in Her Shoes" Walkathon will be held at Beach Park on Saturday, May 21, 2011, at 9:00 a.m. The event supports the New Beginnings Domestic Violence Program. Everyone was encouraged to attend.

\*\*\*\*\*

Councilman Tillman stated he has discussed with the City Manager the need to provide information to our citizens about various projects and other activities taking place in the City of Pascagoula. We are offering this information through Facebook, the City of Pascagoula website, and local newspapers.

\*\*\*\*\*

The City Manager requested approval to send a letter to the Jackson County Board of Supervisors regarding certain recreation and public works project needs. The proposed letter is spread on the minutes as follows:

**CITY OF PASCAGOULA  
P. O. DRAWER 908  
PASCAGOULA, MS 39568-0908**

May 17, 2011

Mr. Mike Mangum, District 3 Supervisor  
Jackson County Board of Supervisors  
P. O. Box 998  
Pascagoula, MS 39568-0998

Dear Mr. Mangum:

The City of Pascagoula appreciates all of the support and assistance that the Jackson County Board of Supervisors continues to provide our community. The City of Pascagoula has identified certain recreation and public works project needs that, if met, will benefit the residents of Jackson County. Therefore, please accept this letter as a formal request for the following items:

- \$15,000 worth of 12" PVC-C900 water pipe, color blue, for the Live Oak Water Line Project
- Portable Lifeguard Chair (1), Turbo Twister Swimming Pool Slide-right hand (1), Blue/White Lifeguard Umbrella (2) and Rescue Tube50" red (2) for the Andrew Johnson Pool, as per the attached quote in the amount of \$4,670.89 including freight and handling fee.

Again, your continued support and assistance is greatly appreciated as we continue to improve the community for our citizens.

Sincerely,

Robert H. Maxwell  
Mayor

Attachment

Councilman Milstead made a motion to authorize the Mayor to execute the proposed letter to the Jackson County Board of Supervisors regarding certain recreation and public works project needs as recommended. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

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

\*\*\*\*\*

Councilman Stallworth made a motion to close the meeting to consider going into executive session. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE".

\*\*\*\*\*

Councilman Corder made a motion to go into executive session for the purpose of discussing litigation matters regarding the high volume gas suits and the location of a new business on the riverfront. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". The Mayor announced to the public and those in attendance that the Council had voted to hold an executive session for the purpose stated above. The Council then began the executive session.

\*\*\*\*\*

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

\*\*\*\*\*

Councilman Corder made a motion to refer the Riverfront Development Project to the Pascagoula Redevelopment Authority for its review and recommendation to the City Council for the best possible development of this property. The motion was seconded by Councilman Abston and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "AYE", Tillman "AYE", and Wolverton "AYE". (Approved 5-17-11)

\*\*\*\*\*

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

The meeting ended at 7:15 p.m.

**APPROVED:**

---

Robert H. Maxwell, Mayor

**ATTEST:**

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Brenda J. Reed, Asst. City Clerk



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

**Agenda Topic:** Design Committee Minutes of May 9, 2011

*Attach additional information as necessary*

**Action Requested:**

Acknowledge

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding <input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Grant
			<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

Design Committee Minutes  
May 9, 2011  
4:00 p.m. at Depot

Those in attendance for the design committee meeting were – Janis Langston, Barbara Thomas Holmes, Liz Ford, Nancy Coon and new committee members Ronnie and Kim Crocker.

\*\*\*\*\*

Rebecca introduced Ronnie and Kim to everyone and everyone chatted for a little while. Ronnie said he and Kim were glad to come and serve on this committee and he also stated that his brother and wife would be joining as well. Sonny Backs met them at the Live Oak Arts Festival and invited them to come and make a difference in our community!

\*\*\*\*\*

Topics of discussion were:

Anchors – Would we like to see more anchors around town and could the art students paint on them? The committee decided to wait and think about it. Ms. Liz brought up since Gautier is doing the Gators maybe we should wait a little bit so they don't think we are copying them. She also stated that several years ago a field trip was taken to decide on a theme for our area. Nothing was ever decided on. Some of the suggestions were: pelicans, crabs etc. since we are on the coast.

Rebecca told the committee that Anchor Square would be getting an anchor from the ship "Pisces". Janis spoke up and said that she really likes the ideas of anchors since we have a tie to industry and the gulf. More results to come at the next meeting.

Beautification letter - The committee would like to send out another letter asking all in the Main Street District to spruce up. Rebecca said she would send the letter to Harry for approval and if he approves send it to the committee for the final before it will go out.

Banners – Rebecca to ask Harry could we purchase fall banners since the city has nothing for the fall season.

\*\*\*\*\*

Ms. Janis reminded the committee that the Mississippi Main Street Awards were coming up on Tuesday, June 28 in Jackson from 10:30 – 1:30 at the Old Capitol Inn in Jackson. She said to mark your calendar and let Rebecca know if you will be attending so she can let the Jackson office know how many will be attending.

\*\*\*\*\*

Rebecca let the committee know that Anchor Square will be having their grand opening on June 17 and there will be a presentation of the anchor that was discussed earlier in the meeting from the ship “Pisces”.

\*\*\*\*\*

The committee also discussed renewing our mission statement. Janis read the old mission statement and asked that everyone be thinking of a new mission statement for the next meeting.

\*\*\*\*\*

With there being no further business the meeting was over at 5:15 p.m. The next scheduled meeting will be on June 13, 2011.





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

**Agenda Topic:** Main Street Minutes for April & May meetings

*Attach additional information as necessary*

**Action Requested:**

Approval

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding <input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/>	Grant
			<input type="checkbox"/>	Other

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## Main Street Minutes April 4, 2011

The Main Street Board didn't meet the month of April due to the joint meeting before the Live Oak Arts Festival on April 9, 2011.

\*\*\*\*

Those present were chairman Jamie Cowart, Susan Ezell, Belinda Daimen, Michael Colburn, Tommy Dorsey, Sonny & Linda Backs, David Minkler, Liz Ford, Barbara Thomas Holmes, Nancy Coon, Charley LaTady, Rob Brasher, Janis Langston, LaLinda Grace and Rebecca Davis.

Jamie handed out agendas and asked did anyone have any questions on what time they were to be certain places or their responsibilities for the day. She asked had all things been taken care of as far as entertainment, food, vendors etc. Everything is ready to go.

Ms. Nancy said that she had taken care of getting all the ladies together for decorating of the Grand Magnolia for the reception on Friday night. She also gave Rebecca a check to give to Debbie Steiner for food for the reception.

Rebecca told everyone that the t-shirts would be here on Wednesday and she would have sizes and names on the t-shirts in case you wanted to come by early and pick them up so you can wear them on Saturday.

Jamie thanked Tommy Dorsey, committee member but also the President of the Pascagoula Men's Club for all the help they gave last year and the commitment to all the years after with the Live Oak Arts Festival. She said that there is no Festival out there that delivers what we deliver and that is customer service and we could not do it without the men's club. Everyone clapped.

Jamie thanked everyone for their hard work and dedication to the event. She said it looked like everything has been handled and now we are ready for the BIG day. She also stated that she wouldn't be at work on Friday that all could reach her on her cell phone if they needed anything. She would be with Rebecca and LaLinda helping get last minute details handled.

With their being no further questions the meeting was adjourned at 5:15 p.m.



## AGENDA ITEM REQUEST FORM

Meeting Date: 6-7-2011

Submitting Department or Individual: Pascagoula Redevelopment Authority

Contact Name: Harry Schmidt Phone: 228-938-6651

**Agenda Topic:** Pascagoula Redevelopment Authority Minutes

*Attach additional information as necessary*

**Action Requested:**

Acknowledge minutes of PRA 5-3-2011 meeting minutes

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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**REGULAR MEETING PASCAGOULA REDEVELOPMENT AUTHORITY  
TUESDAY, MAY 3, 2011, AT 11:00 AM  
CITY HALL, PASCAGOULA, MISSISSIPPI**

The Pascagoula Redevelopment Authority (PRA) met at City Hall in a regular meeting on Tuesday, May 3, 2011, at 11:00 a.m. Harry Schmidt, Executive Director, called the meeting to order with the following present:

Board Member, Henry Fox  
Board Member, James Estabrook  
Board Member, Jackie Grimes  
Board Member, Alice Walker  
Board Member, Alan Sudduth

City Manager, Joe Huffman  
Executive Director, Harry Schmidt  
City Attorney, Eddie Williams  
Program Manager, Jaci Turner  
City Clerk/Comptroller, Robert J. Parker  
Asst. City Clerk, Brenda Reed  
Main Street Director, Rebecca Davis  
ICC/Economic Dev. Asst, LaLinda Grace

\*\*\*\*\*

Executive Director, Harry Schmidt welcomed everyone to the meeting followed by introduction of all present.

\*\*\*\*\*

Executive Director Schmidt discussed the theme of the Pascagoula Redevelopment Authority. Those in attendance received the updated Resolution establishing the Pascagoula Redevelopment Authority. The Resolution is spread on the minutes as follows:

**A RESOLUTION ESTABLISHING THE  
PASCAGOULA REDEVELOPMENT AUTHORITY**

**WHEREAS**, the City of Pascagoula is granted powers for urban renewal and redevelopment under Section 43-35-1, et seq. of the Mississippi Code; and

**WHEREAS**, the City of Pascagoula did by resolution dated the 19<sup>th</sup> day of August, 2008, declare certain property in and around what is commonly known as the “Old Carver Village Site” and the “Riverfront Development Site” to be blighted areas within the meaning of Section 43-35-3(i) of the Mississippi Code and did designate such areas as appropriate for an urban renewal project; and

**WHEREAS**, in addition to the aforesaid area, the City, by the same Resolution, declared numerous other sites, both within and without the Central Business District, to be blighted areas within the meaning of Section 43-35-3(i); and

**WHEREAS**, the City Council adopted the Urban Renewal Plan on the 3<sup>rd</sup> day of March, 2009, which specifically delineated the aforesaid properties as being blighted and subject to redevelopment; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens of Pascagoula to have certain urban renewal powers delegated to and exercised by a separate Urban Renewal Authority; and

**WHEREAS**, the City Council finds and determines that it is necessary and proper to commission responsible citizens who will focus specifically on the development and revitalization of all of the aforesaid areas:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Pascagoula, Mississippi, as follows:

**SECTION 1. CREATION.** The City of Pascagoula Redevelopment Authority is hereby created to serve as the urban renewal and redevelopment agency for the City of Pascagoula.

**SECTION 2. APPOINTMENT AND TERMS OF OFFICE.** The Authority shall be composed of five (5) Commissioners appointed by the City Council. The term of office for each Commissioner shall be for five (5) years. The Commissioners who are appointed pursuant to this resolution shall be designated to serve for terms of one (1), two (2), three (3), four (4) and five (5) years, respectively, from the date of their appointment. Thereafter, all terms of office shall be five (5) years from the date of appointment.

**SECTION 3. MEMBERSHIP.** Residents of Pascagoula who are qualified electors and over the age of 21 shall be the only persons eligible for appointment to serve on the Authority.

**SECTION 4. LIMITATIONS.** Excluding initial terms of less than five (5) years, no person shall serve as a member of the Authority for more than two (2) consecutive five (5) year terms, unless the City Council approves such reappointment.

**SECTION 5. OFFICERS.** The officers of the Authority shall be a Chairman, Vice-Chairman and Secretary/Treasurer, who shall be elected by the Authority for one (1) year terms. After the initial election, the annual election shall be held at the regular meeting in September of each year, and the officers shall take office effective October 1.

**SECTION 6. EXECUTIVE DIRECTOR.** There shall be an Executive Director who will be charged with the duty of carrying out the policies and directives of the Authority. The Executive Director shall be an employee of the City of Pascagoula and shall be appointed by the City Manager. The Executive Director shall attend all meetings of the Authority, shall see to it that accurate minutes are kept of such meetings and shall be responsible for the day-to-day operations of the Authority. The Executive Director's salary shall be paid by the City.

**SECTION 7. MEETINGS.** The Authority shall hold a regular monthly meeting at a place which the Authority may designate and at a regular day and time which the Authority shall establish. The Authority may establish an additional regular meeting or may hold special meetings by notice provided and laws governing municipalities and in accordance with the Mississippi Open Meetings Law. A majority of the Commissioners shall constitute a quorum for the transaction of business. Action may be taken by the Authority upon a vote of a majority of the Commissioners present, unless in any case the by-laws shall require a larger number. Minutes of the meetings shall be approved and adopted by the Authority and copies of the adopted minutes shall be furnished to the Pascagoula City Council and the City Clerk shall keep these minutes as part of the official records of the City of Pascagoula.

**SECTION 8. POWERS.** The Authority shall include all urban renewal project powers, rights, duties and functions of the City as defined in Section 43-35-15 of the Mississippi Code except the following:

- a. the power to determine an area to be a slum or blighted area or combination thereof and to designate such area as appropriate for an urban renewal project and to hold public hearings required with respect thereto; and

- b. the power to approve urban renewal plans and modifications; and
- c. the power to establish a general plan for the locality as a whole; and
- d. the power to formulate a workable program under Section 43-35-9 of the Mississippi Code; and
- e. the power to make determinations and findings provided for in Section 43-35-7, 43-35-11 and 43-35-13(d) of the Mississippi Code; and
- f. the power to issue general obligation bonds; and
- g. the power to appropriate funds, to levy taxes and assessments; and
- h. the power to prepare plans for relocation of persons displaced by an urban renewal project provided in Section 43-35-15(h) of the Mississippi Code.

With the exception of the Executive Director, the Authority may employ technical experts and such other agents and employees, permanent and temporary, as it may require. The Authority may employ or retain its own legal counsel and staff. The Authority shall have such other powers as the City may, from time to time, delegate to it.

**SECTION 9. BUDGET.** Annually, the Authority shall prepare a proposed budget in such form as required by the Pascagoula City Council, which budget shall be submitted to the City Council for acknowledgement. All expenditures made by the Authority shall be in strict accordance with State law.

In addition to an annual budget, the Authority shall file with the City Council, on or before the 15<sup>th</sup> day of October, of each year, a report of activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses at the end of such fiscal year. At the time of filing, the Authority shall publish a true and correct copy of such report in a newspaper of general circulation in the City. Publication of this report shall be in accordance with the

statutes that govern publication of budgets by municipalities. The fiscal year of the Authority shall be the same as that of the City.

**SECTION 10. BY-LAWS.** The Authority is authorized and directed to establish a set of by-laws not inconsistent herewith, for the effective governance and the operation of the Authority and may, in its discretion, adopt this Resolution as its by-laws.

**SECTION 11. VACANCIES AND REMOVALS.** When a vacancy shall occur by the expiration of term of office or otherwise, the City Council shall appoint a successor in the manner as provided in Section 2 hereof to serve out the remainder of the term for that post. No successor may vote until confirmed by the City Council and until the provisions of Section 2 hereof have been fulfilled.

Any Commissioner who fails to attend three (3) consecutive regular meetings or who fails to attend five (5) regular or duly called special meetings in any one calendar year shall be automatically suspended and a vacancy shall be declared unless three (3) of the remaining Commissioners shall vote to reinstate such person within thirty (30) days after the suspension is declared.

For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed only after a hearing and after such Commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and have had an opportunity to be heard in person or by counsel. Such hearing shall be convened by the City Council and a record thereof shall be made. Any Commissioner who may be aggrieved by Council action shall have the same right of appeal as provided by law for appeals from governmental agencies.

**SECTION 12. EFFECTIVE DATE.** This Resolution shall take effect and be in full force and effect from and after passage.

\*\*\*\*\*

The next item for consideration was the election of officers. The officers of the Pascagoula Redevelopment Authority shall be a Chairman, Vice-Chairman and Secretary/Treasurer, who are elected for a one (1) year term.

After brief discussion, Board Member Walker made a motion to appoint Board Member James Estabrook to serve as Chairman of the Pascagoula Redevelopment Authority. The motion was seconded by Board Member Alan Sudduth and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE".

After brief discussion, Board Member Grimes made a motion to appoint Board Member Henry Fox to serve as Vice Chairman of the Pascagoula Redevelopment Authority. The motion was seconded by Board Member Alan Sudduth and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE".

After brief discussion, Board Member Grimes made a motion to appoint Board Member Alice Walker to serve as Secretary/Treasurer of the Pascagoula Redevelopment Authority. The motion was seconded by Board Member Alan Sudduth and received the following vote: Walker "AYE". Sudduth "AYE", Fox "AYE", Grimes "AYE" and Estabrook "AYE".

\*\*\*\*\*

The next item for consideration was the selection of a regular meeting date, time and location of the PRA. After discussion, Secretary/Treasurer Walker made a motion that meetings will be held the 2<sup>nd</sup> Thursday of every month at 10:00 a.m. in the city manager conference room. The motion was seconded by Board Member Alan Sudduth and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE".

\*\*\*\*\*

The next item was consideration of By-laws. The PRA is authorized and directed to establish a set of by-laws for the effective governance and operation of the Authority. After discussion, Chairman Estabrook made a motion to adopt the City Council's Resolution as the By-Laws with the adjustment that it takes a majority of the entire board, rather than a majority of the quorum to pass a vote. The motion was seconded by Secretary/Treasurer Walker and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE". The By-Laws are spread on the minutes as follows:

**BY-LAWS OF THE  
PASCAGOULA REDEVELOPMENT AUTHORITY**

**SECTION 1. CREATION.** The City of Pascagoula Redevelopment Authority is hereby created by resolution of the Pascagoula City Council ("resolution") to serve as the urban renewal and redevelopment agency for the City of Pascagoula.

**SECTION 2. APPOINTMENT AND TERMS OF OFFICE.** The Authority shall be composed of five (5) Commissioners appointed by the City Council. The term of office for each Commissioner shall be for five (5) years. The Commissioners who are appointed pursuant to the resolution shall be designated to serve for terms of one (1), two (2), three (3), four (4) and five (5) years, respectively, from the date of their appointment. Thereafter, all terms of office shall be five (5) years from the date of appointment.

**SECTION 3. MEMBERSHIP.** Residents of Pascagoula who are qualified electors and over the age of 21 shall be the only persons eligible for appointment to serve on the Authority.

**SECTION 4. LIMITATIONS.** Excluding initial terms of less than five (5) years, no person shall serve as a member of the Authority for more than two (2) consecutive five (5) year terms, unless the City Council approves such reappointment.

**SECTION 5. OFFICERS.** The officers of the Authority shall be a Chairman, Vice-Chairman and Secretary/Treasurer, who shall be elected by the Authority for one (1) year terms. After the initial election, the annual election shall be held at the regular meeting in September of each year, and the officers shall take office effective October 1.

**SECTION 6. EXECUTIVE DIRECTOR.** There shall be an Executive Director who will be charged with the duty of carrying out the policies and directives of the Authority. The Executive Director shall be an employee of the City of Pascagoula and shall be appointed by the City Manager. The Executive Director shall attend all meetings of the Authority, shall see to it that accurate minutes are kept of such meetings and shall be responsible for the day-to-day operations of the Authority. The Executive Director's salary shall be paid by the City.

**SECTION 7. MEETINGS.** The Authority shall hold a regular monthly meeting at a place which the Authority may designate and at a regular day and time which the Authority shall establish. The Authority may establish an additional regular meeting or may hold special meetings by notice provided and laws governing municipalities and in accordance with the Mississippi Open Meetings Law. A majority of the Commissioners shall constitute a quorum for the transaction of business. Action may be taken by the Authority upon a vote of a majority of the Commissioners, unless in any case the by-laws shall require a larger number. Minutes of the meetings shall be approved and adopted by the Authority and copies of the adopted minutes shall be furnished to the Pascagoula City

Council and the City Clerk shall keep these minutes as part of the official records of the City of Pascagoula.

**SECTION 8. POWERS.** The Authority shall include all urban renewal project powers, rights, duties and functions of the City as defined in Section 43-35-15 of the Mississippi Code except the following:

- i. the power to determine an area to be a slum or blighted area or combination thereof and to designate such area as appropriate for an urban renewal project and to hold public hearings required with respect thereto; and
- j. the power to approve urban renewal plans and modifications; and
- k. the power to establish a general plan for the locality as a whole; and
- l. the power to formulate a workable program under Section 43-35-9 of the Mississippi Code; and
- m. the power to make determinations and findings provided for in Section 43-35-7, 43-35-11 and 43-35-13(d) of the Mississippi Code; and
- n. the power to issue general obligation bonds; and
- o. the power to appropriate funds, to levy taxes and assessments; and
- p. the power to prepare plans for relocation of persons displaced by an urban renewal project provided in Section 43-35-15(h) of the Mississippi Code.

With the exception of the Executive Director, the Authority may employ technical experts and such other agents and employees, permanent and temporary, as it may require. The Authority may employ or retain its own legal counsel and staff. The Authority shall have such other powers as the City may, from time to time, delegate to it.

**SECTION 9. BUDGET.** Annually, the Authority shall prepare a proposed budget in such form as required by the Pascagoula City Council, which budget shall be submitted

to the City Council for acknowledgement. All expenditures made by the Authority shall be in strict accordance with State law.

In addition to an annual budget, the Authority shall file with the City Council, on or before the 15<sup>th</sup> day of October, of each year, a report of activities for its preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses at the end of such fiscal year. At the time of filing, the Authority shall publish a true and correct copy of such report in a newspaper of general circulation in the City. Publication of this report shall be in accordance with the statutes that govern publication of budgets by municipalities. The fiscal year of the Authority shall be the same as that of the City.

**SECTION 10. BY-LAWS.** The Authority is authorized and directed to establish a set of by-laws not inconsistent herewith, for the effective governance and the operation of the Authority and may, in its discretion, adopt the Resolution as its by-laws.

**SECTION 11. VACANCIES AND REMOVALS.** When a vacancy shall occur by the expiration of term of office or otherwise, the City Council shall appoint a successor in the manner as provided in Section 2 hereof to serve out the remainder of the term for that post. No successor may vote until confirmed by the City Council and until the provisions of Section 2 hereof have been fulfilled.

Any Commissioner who fails to attend three (3) consecutive regular meetings or who fails to attend five (5) regular or duly called special meetings in any one calendar year shall be automatically suspended and a vacancy shall be declared unless three (3) of the remaining Commissioners shall vote to reinstate such person within thirty (30) days after the suspension is declared.

For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed only after a hearing and after such Commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and have had an opportunity to be heard in person or by counsel. Such hearing shall be convened by the City Council and a record thereof shall be made. Any Commissioner who may be aggrieved by Council action shall have the same right of appeal as provided by law for appeals from governmental agencies.

**SECTION 12. EFFECTIVE DATE.** The By-laws shall take effect and be in full force and effect from and after adoption.

\*\*\*\*\*

A discussion was held regarding Financial Reports of the PRA. The City Council intends to transfer property to the PRA and to provide initial funding. The Authority intends to retain the proceeds of sale or lease of property. The PRA shall file with the City Council each year a complete financial statement setting forth its assets, liabilities, income and operating expenses.

\*\*\*\*\*

A discussion was held regarding the job description of the Executive Director. The board will be provided with a detailed description of duties at the next meeting.

\*\*\*\*\*

To avoid a conflict of interest, hiring of an outside attorney was discussed. After a brief discussion, Board Member Sudduth made a motion to authorize Executive Director Schmidt to advertise a request for proposal (RFP) for qualified attorney. The motion was seconded by Chairman Estabrook and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE".

\*\*\*\*\*

A discussion was held regarding the properties to be transferred to the PRA. The properties included: Live Oak, Anchor Square and the Riverfront. Steve Nail's proposal for the Riverfront was discussed. Chairman Estabrook requested maps, a list of all available property as well as previously advertised RFP's.

\*\*\*\*\*

**The following new business items were then considered.**

Tripp Muldrow with Arnett, Muldrow & Associates provided Pascagoula Redevelopment Authority logos for consideration. After brief discussion, Secretary/Treasurer Walker made a motion to adopt the 2<sup>nd</sup> logo choice. The motion was seconded by Chairman Estabrook and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE". The adopted logo is spread on the minutes as follows:



\*\*\*\*\*

General questions and answers were discussed by the Board regarding the PRA. Jaci Turner and Eddie Williams discussed subdivision plat of the Riverfront property. Leasing of PRA property was also discussed.

\*\*\*\*\*

There being no further business to come before the Board, Chairman Estabrook made a motion to recess until Thursday, May 26, 2011, at 10:00 a.m. to transact such business as may lawfully come before the Board. The motion was seconded by Board Member Sudduth and received the following vote: Walker "AYE"; Sudduth "AYE"; Fox "AYE"; Grimes "AYE" and Estabrook "AYE".

The meeting ended at 12:10 p.m.





### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/11

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic: Budget amendment in the General Fund for Police Administration.  
BA 11.65**

---

*Attach additional information as necessary*

**Action Requested:**

Council approval of the attached budget amendment.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**City of Pascagoula**  
**Budget Amendment # 11.65**  
**June 7, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>			
<b><u>Expenditures:</u></b>			
<b><u>Police Administration</u></b>			
<b><u>Supplies:</u></b>			
Operating Supplies - Misc	10,000	-1,175	8,825
<b>Capital Outlay:</b>			
Other Furniture & Equip.	-	1,175	1,175
<b><u>Administrative Bureau</u></b>			
<b><u>Supplies:</u></b>			
Computer Supplies	1,500	-1,175	325
<b>Capital Outlay:</b>			
Other Furniture & Equip.	-	1,175	1,175
<b>Total Expenditures</b>	<b>11,500</b>	<b>-</b>	<b>11,500</b>
<b>Net Change in Fund Balance</b>		-	
<b>To amend budget in order to reallocate budget provisions as needed.</b>			



### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/11

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic: Budget amendment in the General Fund for Cottage Village Grant.  
BA 11.66**

---

*Attach additional information as necessary*

**Action Requested:**

Council approval of the attached budget amendment.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**City of Pascagoula  
Budget Amendment # 11.66  
June 7, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>			
<b><u>Revenues:</u></b>			
<b><u>Grants:</u></b>			
Grants - Other	224,155	160,000	384,155
<b>Total Revenues</b>	<b>224,155</b>	<b>160,000</b>	<b>384,155</b>
<b><u>Expenditures:</u></b>			
<b><u>Grants Administration</u></b>			
Other Services & Charges: Program Outlay & Expense	224,155	160,000	384,155
<b>Total Expenditures</b>	<b>224,155</b>	<b>160,000</b>	<b>384,155</b>
<b>Net Change in Fund Balance</b>		-	
<p><b>To amend budget to provide authority for expenditures stemming from the Cottage Village Grant and the related grant revenue approved by the Council on July 7, 2009.</b></p>			



### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/11

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic: Budget amendment in the General Fund for street paving.  
BA 11.67**

---

*Attach additional information as necessary*

**Action Requested:**

Council approval of the attached budget amendment.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**City of Pascagoula  
Budget Amendment # 11.67  
June 7, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Fund</u></b>			
<b><u>Revenues:</u></b>			
<b><u>Miscellaneous:</u></b>			
Miscellaneous	3,000	5,550	8,550
<b>Total Revenues</b>	<b>3,000</b>	<b>5,550</b>	<b>8,550</b>
<b><u>Expenditures:</u></b>			
<b><u>Streets</u></b>			
<b><u>Other Services &amp; Charges:</u></b>			
Street Repairs & Paving	300,000	5,550	305,550
<b>Total Expenditures</b>	<b>300,000</b>	<b>5,550</b>	<b>305,550</b>
<b>Net Change in Fund Balance</b>		-	
<b>To amend budget to provide authority for increased paving expenditures financed by a reimbursement for damages by a contractor.</b>			



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** Renewal of Flood Insurance for 34 City Locations

*Attach additional information as necessary*

**Action Requested:**

Council approval of renewal of Flood Insurance with Fidelity National Indemnity at a cost of \$24,310.00 for Option A. This is an increase of \$1,588.00 over last year. Option B at a cost of \$25,134.00 for coverage increase of \$151,200.00. An annual increase of \$2,412.00. The renewals under Option A keep us FEMA compliant.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**



Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622889  
 4/27/11

Policy Number 23 1150457566 01  
 Prior Policy Number 23 1150457566 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MAINTENANCE SHOP  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 2210 10TH ST, MAINTENANCE BLDG, PASCAGOULA MS 39567-5729

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$59,300	\$1,000	\$807.00
	CONTENTS \$30,900	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$65,200	\$1,000	\$859.00
	CONTENTS \$32,400	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 6/22/11  
 Option A  \$807.00  
 Option B  \$859.00

PO Box 33070  
 St. Petersburg, FL 33733-8070  


02000 11523 FLD\* RGLR 231150457566 01 00080700 RE 0085900 4

06048692311504575661111702

00009

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33803  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622904  
 4/27/11

Policy Number 23 1150457565 01  
 Prior Policy Number 23 1150457565 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MAINTENANCE SHED - 10<sup>th</sup> St.  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 2210 10TH ST, PASCAGOULA MS 39567-5729

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$6,100	\$114.00
	CONTENTS	\$2,700	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$6,700	\$120.00
	CONTENTS	\$2,800	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

Option A  \$114.00

Option B  \$120.00

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457565 01 00011400 RE 0012000 4

06048692311504575651111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622834  
 4/27/11

Policy Number 23 1150457570 01  
 Prior Policy Number 23 1150457570 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PRESS BOX (PEGGY BUCKLEY)  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

2201 12TH ST, FIELD 1 PRESS BOX, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$153.00

Option B  \$163.00

02000 11523 FLD\* RGLR 231150457570 01 00015300 RE 0016300 1

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622846  
 4/27/11

Policy Number 23 1150457569 01  
 Prior Policy Number 23 1150457569 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PRESS BOX  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 2201 12TH ST, FIELD 2 PRESS BOX, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

Option A  \$153.00

Option B  \$163.00

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457569 01 00015300 RE 0016300 5

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0000C

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 3303  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622819  
 4/27/11

Policy Number 23 1150457571 01  
 Prior Policy Number 23 1150457571 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PRESS BOX (EJ MAYS)  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

2201 12TH ST, FIELD 3 PRESS BOX, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070  


Due Date: 6/22/11

Option A  \$153.00

Option B  \$163.00

02000 11523 FLD\* RGLR 231150457571 01 00015300 RE 0016300 8

06048692311504575711111702

00005

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622856  
 4/27/11

Policy Number 23 1150457568 01  
 Prior Policy Number 23 1150457568 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PRESS BOX AND FOOD  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 2201 12TH ST, FIELD 4 PRESS BOX, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$153.00

Option B  \$163.00

02000 11523 FLD\* RGLR 231150457568 01 00015300 RE 0016300 8

06048692311504575681111702

00008

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622765  
 4/27/11

Policy Number 23 1150457573 01  
 Prior Policy Number 23 1150457573 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 REC CENTER  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 2201 12TH ST, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$153,700	\$1,000	\$1,196.00
	CONTENTS \$3,400	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$169,100	\$1,000	\$1,311.00
	CONTENTS \$3,600	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$1,196.00

Option B  \$1,311.00

02000 11523 FLD\* RGLR 231150457573 01 00119600 RE 0131100 0

06048692311504575731111702

00007

Insured





Fidelity National Indemnity Insurance Co.  
P.O. Box 33003  
St. Petersburg, FL 33733-8003  
Customer Service: 1-800-820-3242  
Claims: 1-800-725-9472

FFL 99.023 0111  
1622776  
4/27/11

Policy Number 23 1150457572 01  
Prior Policy Number 23 1150457572 00  
2000 11523 FLD RGLR  
Flood

Date of Notice  
4/27/11

Agent (228) 762-4911  
ROSS KING WALKER A DIVISION OF  
HANCOCK INSURANCE  
PO BOX 728  
PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
MAINTENANCE  
PO BOX 908  
PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
Property Address  
2201 12TH ST, PASCAGOULA MS 39567-5866

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$6,100	\$1,000	\$277.00
	CONTENTS \$19,800	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$6,700	\$1,000	\$291.00
	CONTENTS \$20,800	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co  
Insured: CITY OF PASCAGOULA  
To Be Paid By:  
Insured

Due Date: 6/22/11

Option A  \$277.00  
Option B  \$291.00

PO Box 33070  
St. Petersburg, FL 33733-8070  


02000 11523 FLD\* RGLR 231150457572 01 00027700 RE 0029100 4

06048692311504575721111702

00006

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33093  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623508  
 4/27/11

Policy Number 23 1150457564 01  
 Prior Policy Number 23 1150457564 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228)762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 ANOLA CLUB  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: B  
 Property Address  
 1111 WASHINGTON AVE, ANOLA CLUB, PASCAGOULA MS 39567

*Need to increase to  
 \$ 37,500*

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on its standard time. To ensure continued coverage with us, you need to make a payment on your current policy. If you are paying by check, please use the payment information you would like to pay by credit card, please use the credit card payment information.

If the coverage amount(s) shown under Option A or the payor listed below:

OPTIONS	AMOUNT OF COVERAGE		
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$24,200	
	CONTENTS	\$0	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$26,600	\$1,000
	CONTENTS	\$0	\$237.00

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Option A  \$220.00

Insured: CITY OF PASCAGOULA

Option B  \$237.00

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070

02000 11523 FLD\* RGLR 231150457564 01 00022000 RE 0023700 1

06048692311504575641111702

00007

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622716  
 4/27/11

Policy Number 23 1150457574 01  
 Prior Policy Number 23 1150457574 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

1402 TUCKER AVE, ANDREW JOHNSON REC CENTER, PASCAGOULA MS 39567-5056

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$193,600	\$1,000	\$1,385.00
	CONTENTS \$2,700	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$213,000	\$1,000	\$1,425.00
	CONTENTS \$2,800	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$1,385.00

Option B  \$1,425.00

02000 11523 FLD\* RGLR 231150457574 01 00138500 RE 0142500 9

06048692311504575741111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623587  
 4/27/11

Policy Number 23 1150457579 01  
 Prior Policy Number 23 1150457579 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 POOL HOUSE  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

1402 TUCKER AVE, ANDREW JOHNSON POOL HOUSE, PASCAGOULA MS 39567-5056

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$60,500	\$1,000	\$1,537.00
	CONTENTS \$110,300	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$66,600	\$1,000	\$1,633.00
	CONTENTS \$115,800	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

Option A  \$1,537.00

Option B  \$1,633.00

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457579 01 00153700 RE 0163300 1

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622870  
 4/27/11

Policy Number 23 1150457567 01  
 Prior Policy Number 23 1150457567 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 TRAIN DEPOT  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 505 RAILROAD AVE, PASCAGOULA MS 39567-4159

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$181,500 CONTENTS \$0	\$1,000	\$1,333.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$199,700 CONTENTS \$0	\$1,000	\$1,371.00

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$1,333.00

Option B  \$1,371.00

02000 11523 FLD\* RGLR 231150457567 01 00133300 RE 0137100 8

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1622726  
 4/27/11

Policy Number 23 1150457555 01  
 Prior Policy Number 23 1150457555 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

3608 SCOVEL AVE, BAYOU CASSOTTE FIRE STATION, PASCAGOULA MS 39581-2848

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$161,800	\$1,000	\$772.00
	CONTENTS \$4,500	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$178,000	\$1,000	\$808.00
	CONTENTS \$4,700	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Option A  \$772.00  
 Option B  \$808.00

PO Box 33070  
 St. Petersburg, FL 33733-8070

02000 11523 FLD\* RGLR 231150457555 01 00077200 RE 0080800 7

06048692311504575551111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623546  
 4/27/11

Policy Number 23 1150457576 01  
 Prior Policy Number 23 1150457576 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MAINTENANCE BUILDING  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

2505 SCOVEL AVE, BAYOU CASSOTTE BLDG PUMP CONTR, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$153.00

Option B  \$163.00

02000 11523 FLD\* RGLR 231150457576 01 00015300 RE 0016300 3

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623524  
 4/27/11

Policy Number 23 1150457563 01  
 Prior Policy Number 23 1150457563 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 WATER TREATMENT  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

2505 SCOVEL AVE, BAYOU CASSOTTE WATER TREATMENT, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$500,000 CONTENTS \$0	\$1,000	\$1,993.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING N/A CONTENTS N/A		N/A

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$1,993.00

Option B  N/A

02000 11523 FLD\* RGLR 231150457563 01 00199300 RE 0000000 0

06048692311504575631111702

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Insured





Fidelity National Indemnity Insurance Co.  
P.O. Box 33003  
St. Petersburg, FL 33733-8003  
Customer Service: 1-800-820-3242  
Claims: 1-800-725-9472

FFL 99.023 0111  
1623236  
4/27/11

Policy Number 23 1150457546 01  
Prior Policy Number 23 1150457546 00  
2000 11523 FLD RGLR  
Flood

Date of Notice  
4/27/11

Agent (228) 762-4911  
ROSS KING WALKER A DIVISION OF  
HANCOCK INSURANCE  
PO BOX 728  
PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
PO BOX 908  
PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
Property Address  
1707 JACKSON AVE, FIRE STATION, PASCAGOULA MS 39567-4426

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$500,000	\$1,000	\$2,267.00
	CONTENTS \$28,700	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$500,000	\$1,000	\$2,280.00
	CONTENTS \$30,100	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
St. Petersburg, FL 33733-8070

Option A  \$2,267.00

Option B  \$2,280.00



02000 11523 FLD\* RGLR 231150457546 01 00226700 RE 0228000 0

06048692311504575461111702

00007

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-726-9472

FFL 99.023 0111  
 1622707  
 4/27/11

Policy Number                      Prior Policy Number  
 23 1150457575    01    23 1150457575    00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MECHANIC SHOP  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 1707 JACKSON AVE, PASCAGOULA MS 39567-4426

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$42,400	\$385.00
	CONTENTS	\$3,400	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$46,600	\$417.00
	CONTENTS	\$3,600	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Option A  \$385.00  
 Option B  \$417.00

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457575 01 00038500 RE 0041700 ?

06048692311504575751111702

00009

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623623  
 4/27/11

Policy Number 23 1150457561 01  
 Prior Policy Number 23 1150457561 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MAINTENANCE BUILDING  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

1103 COMMUNY AVE, SERVICE & CHLORINATOR BLDG, PASCAGOULA MS 39567-5667

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$158.00
	CONTENTS \$2,700	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$168.00
	CONTENTS \$2,800	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$158.00  
 Option B  \$168.00

02000 11523 FLD\* RGLR 231150457561 01 00015800 RE 0016800 4

06048692311504575611111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623480  
 4/27/11

Policy Number 23 1150457559 01  
 Prior Policy Number 23 1150457559 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: B  
 Property Address  
 209 DELMAS ST, PASCAGOULA MS 39567-9999 - *Pump Station*

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$47,000	\$1,000	\$434.00
	CONTENTS \$4,900	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$51,700	\$1,000	\$470.00
	CONTENTS \$5,100	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070

Option A  \$434.00

Option B  \$470.00



02000 11523 FLD\* RGLR 231150457559 01 00043400 RE 0047000 0

06048692311504575591111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623140  
 4/27/11

Policy Number 23 1150457550 01  
 Prior Policy Number 23 1150457550 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

1719 TUCKER ST, FLANAGAN FIELD PRESS BOX, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 6/22/11  
 Option A  \$153.00  
 Option B  \$163.00

PO Box 33070  
 St. Petersburg, FL 33733-8070  


02000 11523 FLD\* RGLR 231150457550 01 00015300 RE 0016300 3

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623107  
 4/26/11

Policy Number                      Prior Policy Number  
 23 1150455306    01    23 1150455306    00  
 2000 11523 FLD    RGLR  
 Flood

Date of Notice  
 4/26/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/21/11 - 6/21/12

Flood Zone: C  
 Property Address

1719 TUCKER STREET, DIXIE YOUTH MAY PRESSBOX, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/21/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent .

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$12,100	\$153.00
	CONTENTS	\$2,200	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$13,300	\$163.00
	CONTENTS	\$2,300	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date:                      6/21/11  
 Option A        \$153.00  
 Option B        \$163.00

PO Box 33070  
 St. Petersburg, FL 33733-8070

02000 11523 FLD\* RGLR 231150455306 01 00015300 RE 0016300 8

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623166  
 4/27/11

Policy Number 23 1150457549 01  
 Prior Policy Number 23 1150457549 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 1719 TUCKER ST, JC MAY CONCESSION, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$153.00

Option B  \$163.00

02000 11523 FLD\* RGLR 231150457549 01 00015300 RE 0016300 7

06048692311504575491111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623012  
 4/27/11

Policy Number 23 1150457554 01  
 Prior Policy Number 23 1150457554 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 1719 TUCKER ST, QUONSET HUT, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$5,500 CONTENTS \$0	\$1,000	\$84.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$6,100 CONTENTS \$0	\$1,000	\$88.00

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

Option A  \$84.00

Option B  \$88.00

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457554 01 00008400 RE 0008800 2

06048692311504575541111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33093  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623178  
 4/27/11

Policy Number 23 1150457547 01  
 Prior Policy Number 23 1150457547 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

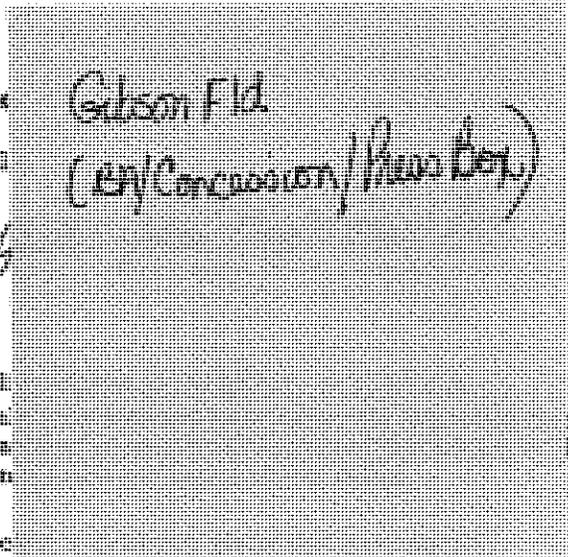
Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/11

Flood Zone: C  
 Property Address  
 1719 TUCKER AVE, PASCAGOULA MS 39567-9999



Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at the standard time. To ensure continued coverage with us, you need to renew your policy by 6/22/11. If you are paying by check, please use the payment information on the back of your current policy. If you would like to pay by credit card, please use the credit card information on the back of your current policy.

If the coverage amount(s) shown under Option A or the payor listed below is not correct, please contact your agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$12,100	\$153.00
	CONTENTS	\$2,200	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$13,300	\$163.00
	CONTENTS	\$2,300	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Option A  \$153.00  
 Option B  \$163.00

PO Box 33070  
 St. Petersburg, FL 33733-8070

02000 11523 FLD\* RGLR 231150457547 01 00015300 RE 0016300 3

06048692311504575471111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623638  
 4/27/11

Policy Number 23 1150457545 01  
 Prior Policy Number 23 1150457545 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: B  
 Property Address

3900 CHICOT ST, IG LEVY TENNIS PAVILLION/OFFI, PASCAGOULA MS 39581-4321

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$36,300	\$1,000	\$335.00
	CONTENTS \$2,700	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$39,900	\$1,000	\$362.00
	CONTENTS \$2,800	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$335.00

Option B  \$362.00

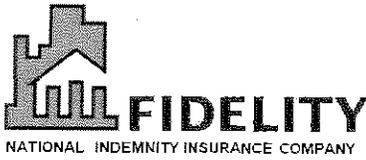
02000 11523 FLD\* RGLR 231150457545 01 00033500 RE 0036200 5

06048692311504575451111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623112  
 4/27/11

Policy Number 23 1150457577 01  
 Prior Policy Number 23 1150457577 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 FIRESTATION  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 1411 LAKE AVE, PASCAGOULA MS 39567-1626

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$78,700 CONTENTS \$2,200	\$1,000 \$1,000	\$638.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$86,600 CONTENTS \$2,300	\$1,000 \$1,000	\$697.00

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$638.00

Option B  \$697.00

02000 11523 FLD\* RGLR 231150457577 01 00063800 RE 0069700 4

06048692311504575771111702

00008

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623055  
 4/27/11

Policy Number 23 1150456328  
 Prior Policy Number 01 23 1150456328 00  
 2000 11523 FLD PREF  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728  
 CITY OF PASCAGOULA LIBRARY  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 3214 PASCAGOULA ST, PASCAGOULA MS 39567-4217

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$500,000 CONTENTS \$500,000	\$1,000 \$1,000	\$2,547.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING N/A CONTENTS N/A		N/A

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Option A  \$2,547.00  
 Option B  N/A

PO Box 33070  
 St. Petersburg, FL 33733-8070  

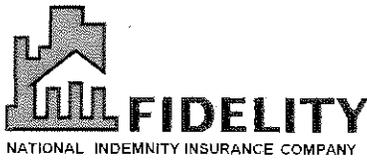

02000 11523 FLD\* PREF 231150456328 01 00254700 RE 0000000 5

06048692311504563281111702

00004

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1660228  
 4/27/11

Policy Number 23 1150457548 01  
 Prior Policy Number 23 1150457548 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

5725 ORCHARD AVE, MCC BALLFIELD RESTROOM, PASCAGOULA MS 39581-4051

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$14,500	\$1,000	\$161.00
	CONTENTS \$1,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$16,000	\$1,000	\$174.00
	CONTENTS \$1,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$161.00

Option B  \$174.00

02000 11523 FLD\* RGLR 231150457548 01 00016100 RE 0017400 5

06048692311504575481111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623246  
 4/27/11

Policy Number 23 1150457560 01  
 Prior Policy Number 23 1150457560 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 MCC CONCESSION STAND  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 5725 ORCHARD RD, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$153.00
	CONTENTS \$2,200	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$163.00
	CONTENTS \$2,300	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Option A  \$153.00

Insured: CITY OF PASCAGOULA

Option B  \$163.00

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150457560 01 00015300 RE 0016300 2

06048692311504575601111702

00003

Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1620601  
 4/27/11

Policy Number 23 1150456329 01  
 Prior Policy Number 23 1150456329 00  
 2000 11523 FLD PREF  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA4  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address  
 611 LIVE OAK AVE, POLICE DEPARTMENT, PASCAGOULA MS 39567-3108

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$500,000 CONTENTS \$500,000	\$1,000 \$1,000	\$2,547.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING N/A CONTENTS N/A		N/A

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA4  
 To Be Paid By:  
 Insured

Due Date: 6/22/11

Option A  \$2,547.00  
 Option B  N/A

PO Box 33070  
 St. Petersburg, FL 33733-8070  


02000 11523 FLD\* PREF 231150456329 01 00254700 RE 0000000 2

06048692311504563291111702

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Insured





Fidelity National Indemnity Insurance Co.  
P.O. Box 3303  
St. Petersburg, FL 33733-8003  
Customer Service: 1-800-820-3242  
Claims: 1-800-725-9472

FFL 99.023 0111  
1623073  
4/27/11

Policy Number 23 1150457578 01  
Prior Policy Number 23 1150457578 00  
2000 11523 FLD RGLR  
Flood

Date of Notice  
4/27/11

Agent (228) 762-4911  
ROSS KING WALKER A DIVISION OF  
HANCOCK INSURANCE  
PO BOX 728  
PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
STORAGE BUILDING  
PO BOX 908  
PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
Property Address  
611 LIVE OAK AVE, PASCAGOULA MS 39567-3108

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,100	\$1,000	\$185.00
	CONTENTS \$5,600	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$13,300	\$1,000	\$198.00
	CONTENTS \$5,900	\$1,000	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
St. Petersburg, FL 33733-8070



Option A  \$185.00

Option B  \$198.00

02000 11523 FLD\* RGLR 231150457578 01 00018500 RE 0019800 4

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623537  
 4/27/11

Policy Number 23 1150457556 01  
 Prior Policy Number 23 1150457556 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

Renewal Notice

6/22/11 - 6/22/12

Flood Zone: B  
 Property Address  
 2935 PASCAGOULA ST, RECREATION CENTER, PASCAGOULA MS 39568-0728

*Contents*  
*\$85,725.00*  
*\$55 - premi.*

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11, the standard time. To ensure continued coverage with us, you need to renew your policy by the end of your current policy. If you are paying by check, please use the check number you would like to pay by credit card, please use the credit card payment information below.

date  
 or if

If the coverage amount(s) shown under Option A or the payor listed below is not correct, please contact your agent.

OPTIONS	AMOUNT OF COVERAGE		
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$500,000	\$1,993.00
	CONTENTS	\$0	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	N/A	N/A
	CONTENTS	N/A	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 6/22/11

Option A  \$1,993.00  
 Option B  N/A

PO Box 33070  
 St. Petersburg, FL 33733-8070  
 [Barcode]

02000 11523 FLD\* RGLR 231150457556 01 00199300 RE 0000000 2

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623511  
 4/27/11

Policy Number 23 1150457557 01  
 Prior Policy Number 23 1150457557 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: C  
 Property Address

60014 TILLMAN ST, SOCCER COMP RESTROOM & CONCESS, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$163,400 CONTENTS \$5,600	\$1,000 \$1,000	\$1,303.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$179,700 CONTENTS \$5,900	\$1,000 \$1,000	\$1,400.00

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 6/22/11

Option A  \$1,303.00  
 Option B  \$1,400.00

PO Box 33070  
 St. Petersburg, FL 33733-8070

02000 11523 FLD\* RGLR 231150457557 01 00130300 RE 0140000 0

06048692311504575571111702

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Insured





Fidelity National Indemnity Insurance Co.  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0111  
 1623495  
 4/27/11

Policy Number 23 1150457558 01  
 Prior Policy Number 23 1150457558 00  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 4/27/11

Agent (228) 762-4911  
 ROSS KING WALKER A DIVISION OF  
 HANCOCK INSURANCE  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

6/22/11 - 6/22/12

Flood Zone: B  
 Property Address

6001 TILLMAN ST, SOCCER COMPLEX SHED, PASCAGOULA MS 39567-9999

Dear Insured:

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 6/22/11 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

If the coverage amount(s) shown under Option A or the payor listed below is incorrect, please call your Agent.

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$7,300	\$109.00
	CONTENTS	\$1,200	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$8,000	\$115.00
	CONTENTS	\$1,300	

If your mortgagee is the payor of this policy, this notice is for your records only.

Please RETURN BOTTOM PORTION along with your payment to the mailing address below.



Premium payments can be made online  
 through the website: <http://pay.fidelityonline.com>

Due Date: 6/22/11

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Fidelity National Indemnity Insurance Co

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

PO Box 33070  
 St. Petersburg, FL 33733-8070



Option A  \$109.00  
 Option B  \$115.00

02000 11523 FLD\* RGLR 231150457558 01 00010900 RE 0011500 8

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Insured







### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Service Contract with KONE, Inc. for the maintenance of the elevator at the Police Station

*Attach additional information as necessary*

**Action Requested:**

Approve contract

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

Dedicated to People Flow™



**Purchaser ("Purchaser"):**  
 CITY OF PASCAGOULA POLICE  
 STATION  
 PO BOX 1385  
 PASCAGOULA, Mississippi 39568

**Service Location ("Premises"):**  
 Pascagoula Police Station  
 611 Live Oak Street  
 Pascagoula, MS 39568

**KONE Inc. ("KONE")**  
 Mobile  
 5252 2A Halls Mill Road  
 Mobile, AL 36619

**KONE Care™ Plus Agreement for Vertical Transportation  
 ("Agreement")**

PASCAGOULA CITY POLICE STATION

-----  
 (Signature of Authorized Representative)

-----  
 (Print Name)

Respectfully submitted,  
  
 Kerry Dupree  
 KONE Inc.

-----  
 (Approved by) Authorized Representative

**EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Autowalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Dover	1										

**TENDER DATE:** 05/12/2011

**EFFECTIVE DATE:** 06/01/2011

**PRICE**

\$125.00 per month payable by Purchaser monthly in advance. If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

**SCOPE OF SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted

with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

**HYDRAULIC ELEVATORS**

**RELAY LOGIC CONTROL SYSTEM**

All control system components.

**MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

**POWER UNIT**

Pump, motor, valves, and all related parts and accessories.



#### **HYDRAULIC SYSTEM ACCESSORIES**

Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment and buffers.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

#### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

#### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

#### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

#### **HOURS OF SERVICE**

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in

the location where the services are performed, unless otherwise specified in the Agreement.

#### **SERVICE REQUESTS (CALLBACKS)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

#### **TESTS**

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

#### **HYDRAULIC ELEVATOR**

A pressure relief test and a yearly leakage test as required by applicable code.

#### **EXCLUSIONS**

The following are excluded from the scope of services.

#### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature



variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% non-condensing water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war or civil strife, terrorism, acts or mandates of government, labor disputes, strikes, lockouts, or lampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

#### **OBsolescence**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

#### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure ; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring

and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

#### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

#### **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not



immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

#### **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

#### **THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

#### **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

#### **TERM AND TERMINATION**

This Agreement will commence on the effective date and continue for an initial period of ONE (1) year. ~~This Agreement will thereafter automatically renew for successive terms of ONE (1) year.~~ Either party may terminate this Agreement at the end of the initial ONE (1) year term or at the end of any subsequent ONE (1) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

#### **CANCELLATION**

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such



~~cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

#### ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

#### PRICE ADJUSTMENTS

~~If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price effective January, 1st each year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.~~

#### PAYMENT TERMS

Payment is due net forty-five (45) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

#### SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

#### TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

#### LIMITATION OF LIABILITY

Each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.



Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

#### U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

#### FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly

notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

#### VENUE

The exclusive venue for any dispute between the parties shall be in the County of ~~Rock Island~~, State of ~~Illinois~~. *City of Pascagoula, MS*

#### PROPERTY RIGHTS

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

#### MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or



provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



### KRMS Voice Monitoring Service Option

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

Purchaser will pay KONE a one-time activation fee of \$ 0.00. Purchaser will also pay a service fee of \$0.00 per monthly installment.

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID
1.		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

**Accepted**

\_\_\_\_\_



## CUSTOMER INFORMATION

<b>Who is the Agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

<b>Where should the invoices be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

ROBERT H. MAXWELL  
MAYOR

JOSEPH R. HUFFMAN  
CITY MANAGER

EDDIE C. WILLIAMS  
CITY ATTORNEY



603 WATTS AVE. • P.O. DRAWER 908  
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020  
FAX 228-938-6749

CITY COUNCIL

ROBERT STALLWORTH, SR. Councilman, Ward 1  
GEORGE WOLVERTON, SR. Councilman, Ward 2  
JOE ABSTON Councilman, Ward 3  
FRANK CORDER Councilman, Ward 4  
JIM MILSTEAD Councilman, Ward 5  
HAROLD TILLMAN, JR. Councilman at Large

June 8, 2011

KONE, Inc.  
5252-2A Halls Mill Road  
Mobile, AL 36619

Attention: Mr. Kerry Dupree

Re: Service Contract with City of Pascagoula

Dear Mr. Dupree:

As you know, we have exchanged emails and phone calls concerning certain parameters of the service agreement between your company and the City of Pascagoula for the maintenance of the elevator located in the Pascagoula Police Station on Live Oak Street. After several attempts at getting this contract in a form that is acceptable to the City, it appears that we may have reached an impasse.

Be that as it may, the City Council has authorized the City Manager to sign the contract with the following caveats:

1. **PRICE** – The City cannot pay in advance for any services and can only pay in arrears.
2. **TAXES** – The City is not responsible for and cannot pay any taxes, federal, state or local, that may arise as a result of this contract.
3. **LIMITATION OF LIABILITY** – The City cannot agree to indemnify your company, nor can it agree to pay attorney fees and court costs arising from any litigation concerning this contract. Indemnity agreements by governmental entities are strictly prohibited in the State of Mississippi. The City cannot agree to a limitation of liability that is equivalent to the total amount paid by the City to KONE during the calendar year in which the liability occurred.
4. **VENUE** – Proper venue for any litigation involving this contract would be Jackson County, Mississippi.

Subject to these caveats, the City Manager will execute this agreement; however, KONE needs to understand that the execution of the agreement by the

Mr. Kerry Dupree  
Page 2  
June 8, 2011

City Manager does not in any way waive the City's objections to the inappropriate provisions in your contract and that the City does not consider itself to be bound thereby. Acceptance of this service contract and any payments made hereunder will be deemed a waiver of the disputed provisions.

Sincerely,

Eddie C. Williams  
City Attorney

ECW:khs



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Human Resources

Contact Name: Bruce Knott

Phone: 938-6611

**Agenda Topic:** Director of Maintenance & Beautification

*Attach additional information as necessary*

**Action Requested:**

Approve the attached Director of Maintenance & Beautification (formerly known as the Landscape Design Manager) job description. There is no change to the grade for this position.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input checked="" type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**



## City of Pascagoula Job Description

### Director of Maintenance & Beautification

<b>DEPARTMENT:</b> Parks and Recreation	<b>LABOR GRADE:</b> 113
<b>EXEMPT(Y/N):</b> Yes	<b>POSITION CODE:</b>
<b>REPORTS TO:</b> Parks and Recreation Director	

#### MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### SUMMARY:

**This position is responsible for facilitating a favorable overall City appearance in the area of landscaped features for all city properties and city rights-of way and all land owned by the city and used by the public in accordance with all applicable laws and City of Pascagoula policies and procedures.**

#### ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Demonstrates excellent customer service skills and a professional attitude with staff, contractors, and groups who are related to maintenance and beautification efforts;
- Demonstrates a high level of design skills and knowledge of plants, plant and tree installation, and ongoing maintenance as well as pesticides and other chemicals applications which could potentially affect the environment;
- Works with the Building Official to review plans for consistency with landscape and tree ordinance requirements;
- Coordinates with city personnel and contractors to ensure the protection of the urban forest in areas undergoing construction;
- Inspects all tree removal permit requests and executes appropriate city ordinances relating to the planting, protection and maintenance of trees in the city;
- Investigates citizen complaints, provides advice on the proper care and maintenance of trees, shrubs, and plants to the public, developers, builders, architects, landscapers, tree surgeons, and other governmental entities as it relates to codes and ordinances.
- Provides technical assistance in the preservation and maintenance of all public historic site landscapes with the guidance from the Pascagoula Historic Preservation Commission;
- Assists in preparing public and private grant applications as they relate to public spaces and other beautification efforts in coordination with City Departments and local non-profits;
- Conducts educational seminars on the planting, care and maintenance of landscaping and trees as needed;
- Manages City contracts that pertain to areas of responsibilities including the grass cutting

and ball field maintenance contracts;

- Manages the grounds and building maintenance functions as they pertain to parks and recreational facilities, public lands, cemeteries and beautification projects and efforts;
- Any other duties assigned by the Parks and Recreation Director

**The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.**

### **QUALIFICATION REQUIREMENTS:**

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

#### **SUPERVISORY REQUIREMENT:**

This position directly supervises the CWC Superintendent, the Grounds Crew Leader, and the Maintenance Crew Leader on a daily basis.

#### **EDUCATION and/or EXPERIENCE:**

A high school graduate or its equivalent and a completion of a four year college degree in a related field and 3-5 years of experience in the area of landscaping, design, forestry, and landscape maintenance or any combination of experience and education that results in the required knowledge, skills, and abilities is required.

#### **SPECIAL QUALIFICATIONS:**

Knowledge of landscaping design elements, arboricultural principles and practices, chemicals, pesticides, knowledge of tree species and ability to identify trees and shrubs in the area. Basic design principles and tree and plant species. Knowledge of pruning, maintenance, care, fertilizing and insect treatment in the landscape environment. A valid driver's license is required.

#### **LANGUAGE AND REASONING SKILLS:**

Ability to understand written or oral instructions; read, analyze and interpret complex documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one, small and large group setting. Strong interpersonal skills are essential to develop and maintain effective working relationships with a wide variety of people. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential. Must have demonstrated, through prior work experience, the ability to identify and resolve complex issues and problems, in a professional and courteous manner, while adhering to an appropriate policy and procedure.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This position is required to bend, lift, and carry objects weighing up to 50 pounds; occasionally lift objects weighing up to 100 pounds; frequently bend, squat, and climb; and reach, grab, and

manipulate tools using hands and fingers.

### **WORKING ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Work is performed in a well-lit and adequately heated and cooled office for all technical aspects of the job and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. A significant amount of outdoor work is required to evaluate the landscape and tree environment and direct staff in the implementation of planting and landscaping projects. Supervision and observation of city workers is required and local travel to evaluate the projects and conditions of landscape areas in the city and on city-owned property.



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Order to determine whether the parcels of land are in such a state of uncleanliness as to be a menace to the public health and safety of this community.**

*Attach additional information as necessary*

**Action Requested:**

Approve order for 3305 Argentina, 1303 Commanche, 3002 Doby, 5007 Machpelah and 2214 Taft

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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**ORDER**

**WHEREAS**, on its own motion the City Council of the City of Pascagoula, Mississippi, alleges that the parcels of land listed in Exhibit A hereto are in need of cleaning; and

**WHEREAS**, the parcels are described by reference to the appropriate book and page of the Land Deed Records of Jackson County, Mississippi, or by a detailed description; the property owner or owners, if known, and their mailing addresses, if known, are listed; and the tax parcel numbers and addresses of the parcels are listed;

**THEREFORE, IT IS ORDERED** that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on July 5, 2011, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanliness as to be a menace to the public health and safety of this community.

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41825078.100 3305 Argentina	Robert Buck Parnell 5503 Telephone Road Pascagoula, MS 39567 <b>(Footnote 1)</b>	Deed Book 704, Page 330
41335303.000 1303 Commanche	Andrew Duane Boswell and Christie Lynn Boswell 1303 Commanche Street Pascagoula, MS 39567 <b>(Footnote 2)</b>	Deed Book 1505, Page 760
41475007.000 3002 Doby	Eartha J. Thomas 3002 Doby Street Pascagoula, MS 39567 <b>(Footnote 3)</b>	Deed Book 1381, Page 259
41470113.000 5007 Machpelah	Terrell Waters and Pauline Waters Crawford 2969 Southaven Drive Annapolis, MD 21401	Deed Book 1247, Page 521
41450424.000 2214 Taft	Childress Management, LLC 4306 Orchard Avenue Pascagoula, MS 39567	Deed Book 1574, Page 33

**PARTIES WITH INTEREST**

**Footnote 1:** Gulf Coast Renaissance Corp, 11975-H Seaway Drive, Gulfport, MS 39503

**Footnote 2:** -Trustmark National Bank, P.O. Box 522, Jackson, MS 39205  
-The First Bank, P.O. Box 15549, Hattiesburg, MS 39404

**Footnote 3:** -US Small Business Administration, 2120 Riverfront Drive, Suite 100, Little Rock, AR 72202  
-Wachovia Bank, 301 South College Street, NC 0343, Charlotte, NC 28288





### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/2011

Submitting Department or Individual: Community Development

Contact Name: Harry Schmidt

Phone: 228-938-6651

**Agenda Topic:** Change Order #1 for Anchor Square restrooms

*Attach additional information as necessary*

**Action Requested:**

Approve Change Order #1 for Anchor Square restrooms for Fletcher Construction in the amount of \$6,839.00 based on the engineer's recommendation, and authorize City Manager to execute associated documents. Changes are due to a HVAC issue in the Anchor Square public restroom.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Grant
				<input checked="" type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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P.O. Drawer 1509  
3311 Short Cut Road  
Pascagoula, MS 39568-1509

Telephone: **228-762-5792**  
Fax: **228-762-7569**  
Website: [www.fletcherconst.com](http://www.fletcherconst.com)

May 16, 2011

**To:** Orion Engineering  
**Attn:** Charles Busby  
**From:** Shawn Preston

**Re: Anchor Square Cottage Restrooms Request for Change Order #1**

Dear Charles,

Fletcher Construction Co., Inc. proposes to supply all labor, material, and equipment needed to install a new LG mini split unit with grills and necessary ductwork for the sum of **\$6,839.00**

**Inclusions:**

- Remove existing LG mini split unit
- Install new LG mini split concealed ceiling dual zone unit
- Install grills and ductwork to supply individual restrooms and the front main room

Please see attached proposal and submittal information from Air Masters Mechanical.

Respectfully submitted,

Shawn Preston, Project Manager



Monday, May 16, 2011  
9:54 AM

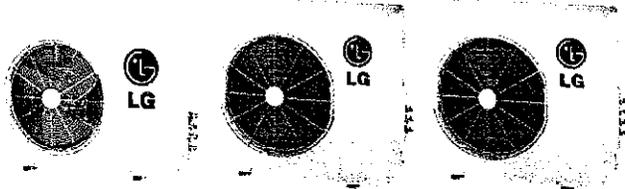
**OUTDOOR UNITS H/P INVERTER**

**18,000-36,000 BTUs**

**LMU186HV**  
Dual-Zone

**LMU246HV**  
Tri-Zone

**LMU366HV**  
Quad-Zone



DUAL-ZONE  
LMU186HV

TRI-ZONE  
LMU246HV

QUAD-ZONE  
LMU366HV

**FEATURES:**

- |   |   |  |   |
|---|---|--|---|
| <ul style="list-style-type: none"> <li>Defrost /Deicing</li> <li>Restart delay (3-minutes)</li> <li>Self diagnosis</li> <li>Soft start</li> </ul> | <ul style="list-style-type: none"> <li>Auto operation (Artificial intelligence)</li> <li>Auto restart operation</li> <li>Low ambient operation</li> <li>Gold Fin™ Anti-Corrosion</li> </ul> | <p><b>Exterior Unit Includes:</b></p> <ul style="list-style-type: none"> <li>Exterior unit</li> <li>Sufficient refrigerant for charging 2, 3 or 4 indoor coils (Please see chart below for actual length amount included)</li> </ul> | <ul style="list-style-type: none"> <li>Installation manual</li> <li>ETL# : 3091879</li> </ul> |
|---|---|--|---|

Outdoor Model H/P Inverter #			LMU186HV	LMU246HV	LMU366HV
Capacity *	—	BTU/h	18,000 Class	24,000 Class	36,000 Class
Power Input (Min.-Rated-Max.)	Cooling	KW	0.52-1.25-2.05	0.72-1.56-3.27	0.72-3.75-3.92
	Heating	KW	0.77-1.63-2.18	0.72-3.22-3.5	0.72-3.70-4.10
Running Current	Cooling	A	2.3-5.8-9.5	3.0-7.2-15.2	3.0-17.4-18.2
	Heating	A	3.4-7.6-10.1	4.5-14.9-16.2	4.5-17.2-18.8
Power Supply	—	Ø/V/Hz	1/208-230/60	1/208-230/60	1/208-230/60
Power Supply Cable (Outdoor)	—	No. x AWG	3 x 14	3 x 12	3 x 12
Transmission Cable (Outdoor to Indoor unit)	—	No. x AWG	4 x 18	4 x 18	4 x 18
Dimensions (W x H x D)	—	inch	34 1/4x25 25/32x12 9/16	34 1/4x31 13/16x12 9/16	34 1/4x31 13/16x12 9/16
Net Weight	—	lbs	115	143.3	143.3
Max. # of Connectable Indoor Units	—	—	2	3	4
	Refrigerant	Charge (at 24.6 ft.)	oz	58.20	89.95
	Type	—	R410A	R410A	R410A
	Control	—	EEV	EEV	EEV
Sound Level (H)	Sound Pressure	dB(A)+3	51	52	52
Piping Connections	Liquid	inch	1/4 x 2EA	1/4 x 3EA	1/4 x 4EA
	Gas	inch	3/8 x 2EA	3/8 x 3EA	3/8 x 4EA
Piping length spec.	Max. total piping	ft.	164.0	246.1	246.1
	Max. OD-ID piping	ft.	82.0	82.0	82.0
	Piping length (no add refrigerant)	ft.	73.8	123.0	123.0
Max. Elevation Difference	Outdoor Unit-Indoor Unit	ft.	49.2	49.2	49.2
	Indoor Unit-Indoor Unit	ft.	24.6	24.6	24.6
Operation Range (Outdoor)	Cooling	°F	14 -114.8	14 -114.8	14 -114.8
	Heating	°F	5- 75.2	5- 75.2	5- 75.2

Note:  
1. Capacities are based on the following conditions:  
Cooling: - Indoor Temperature 80°F (26.7°C) DB/67°F (19.4°C) WB  
- Outdoor Temperature 95°F (35°C) DB/75°F (23.9°C) WB  
Heating: - Indoor Temperature 70°F (21.1°C) DB/60°F (15.6°C) WB  
- Outdoor Temperature 47°F (8.3°C) DB/43°F (6.1°C) WB  
Piping Length: - Interconnecting Piping Length 24.6 ft (7.5m)  
- Level Difference of Zero

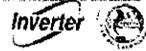
2. Wiring cable size must comply with the applicable local and national code.  
3. The specification may be subject to change without prior notice for purpose of improvement.  
4. For more capacity information, refer to the combination tables.  
5. The data mentioned in the above table are only for non-ducted type of indoor unit.



Warranty: 2 years parts; 5 years compressor.  
See page 25 for installation materials.

**CEILING CONCEALED DUCT • FLEX MULTI-SPLIT**  
**9,000-18,000 BTUs**

- LMDN095HV (H/P Model)
- LMDN125HV (H/P Model)
- LMDN185HV (H/P Model)



**FEATURES:**

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>• Inverter (Variable speed compressor)</li> <li>• Drain pump</li> <li>• Control lock function</li> <li>• Auto operation (Artificial Intelligence)</li> </ul> | <ul style="list-style-type: none"> <li>• Auto restart operation</li> <li>• 2 thermistor control</li> </ul> | <p><b>Interior Unit Includes:</b></p> <ul style="list-style-type: none"> <li>• Ceiling unit</li> <li>• Wired remote control</li> <li>• Owner's manual</li> </ul> <p>ETL# : 3091879</p> |
|---|--|--|

x2

Indoor Model H/P Inverter #	LMDN095HV	LMDN125HV	LMDN185HV
<b>Performance</b>			
Capacity* (BTU/h)	9,000 Class	12,000 Class	18,000 Class
Fan Air Flow Rate (CMM)	8.5/7.5/6.5	9.5/8.5/7.5	15/13.5/11.5
(CFM)	300/265/230	335/300/265	530/477/406
Dehumidification Rate (pts/hr)	2.1	2.5	4.2
Sound Level H/M/L (dB(A)+3)	32/26/25	33/31/26	34/31/29
<b>Electrical</b>			
Running Current (A)	0.25	0.25	0.25
Power Supply (Ø/V/Hz)	1/208-230/60	1/208-230/60	1/208-230/60
<b>Piping Connections</b>			
Liquid (inches)	1/4	1/4	1/4
Gas (inches)	3/8	3/8	1/2
Drain OD, ID (inches)	1 1/4, 1	1 1/4, 1	1 1/4, 1
Temperature Sensor	Thermistor	Thermistor	Thermistor
Refrigerant	R410A	R410A	R410A
Power/Transmission Interunit Cable (No. x AWG)	4 x 18	4 x 18	4 x 18
<b>Dimensions (WxHxD)</b>			
Body (inches)	32 9/32x7 1/2x 22 21/32	32 9/32x7 1/2x 22 21/32	43 5/16x7 15/32x 22 21/32
Decorative Panel (inches)	-	-	-
Net Weight Body (lbs)	45.2	45.2	58.4
Net Weight Decorative Panel (lbs)	-	-	-

Note:

- Capacities are based on the following conditions:  
 Cooling: - Indoor Temperature 80°F (26.7°C) DB/67°F (19.4°C) WB  
 - Outdoor Temperature 95°F (35°C) DB/75°F (23.9°C) WB  
 Heating: - Indoor Temperature 70°F (21.1°C) DB/60°F (15.6°C) WB  
 - Outdoor Temperature 47°F (8.3°C) DB/43°F (6.1°C) WB  
 Piping Length: - Interconnecting Piping Length 24.6 ft.(7.5m)  
 - Level Difference of Zero
- Wiring cable size must comply with the applicable local and national code.
- The specification may be subject to change without prior notice for purpose of improvement.
- For more capacity(\*) information, refer to the combination tables.





### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/2011

Submitting Department or Individual: Community Development

Contact Name: Harry Schmidt

Phone: 228-938-6651

**Agenda Topic:** CDBG Contract between City of Pascagoula and Our Daily Bread

*Attach additional information as necessary*

**Action Requested:**

Authorize Mayor to execute annual CDBG contract between the City of Pascagoula and Our Daily Bread.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Grant	
			<input checked="" type="checkbox"/> Other	

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

**CONTRACT BETWEEN  
THE CITY OF PASCAGOULA, MISSISSIPPI  
AND  
UNITED CHRISTIAN OUTREACH D/B/A OUR DAILY BREAD  
FOR  
FY 2010 CDBG Funding**

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the CITY OF PASCAGOULA (herein called the "GRANTEE") and UNITED CHRISTIAN OUTREACH D/B/A OUR DAILY BREAD (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).

II. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering CDBG Year 2010 funds for the purpose of providing meals to low to moderate income people in the Pascagoula area.

B. Subrecipient's Responsibilities

The Subrecipient shall:

- i) maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of three years from the completion of this agreement;
- ii) 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;
- iii) provide the Grantee a specific unit of measure for all services;
- iv) provide the Grantee invoices for services rendered based on actual costs;
- v) submit payment requests that include required supporting documentation monthly or quarterly. The Subrecipient may request its entire grant award at once with submittal of sufficient invoices for services rendered;
- vi) provide management and personnel to adequately perform the services prescribed by this agreement;
- vii) 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/or any similarly type of payments for the Subrecipient or any employee thereof; and shall hold the Grantee harmless from any and all such payments; and
- viii) the Subrecipient will not solicit or apply funds from any other source for the services reimbursed under this agreement.

C. Grantee's Responsibilities

The 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 \$5,000.00; and
- ii) reimburse the Subrecipient upon receipt of a payment request that includes accurate required supporting documentation from the Subrecipient.

D. Notices

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

City of Pascagoula

Harry J. Schmidt  
Community Development Director  
City of Pascagoula  
P. O. Box 908  
Pascagoula, MS 39568

Subrecipient

M. T. Delcuze  
United Christian Outreach, Inc.  
Our Daily Bread  
P. O. Box 434  
Pascagoula, MS 39568

E. General Conditions

- i) The Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract.
- ii) Time of Performance: Services of the Subrecipient may not start before the 1<sup>st</sup> day of October, 2010, and shall end on the 30<sup>th</sup> day of September, 2011.
- iii) 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.
- iv) 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.
- v) 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 employment, because of race, color, religion, national origin, age, or sex.
- vi) 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.
- vii) 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.
- viii) Addendum: Contract duration may be extended or shortened; funds may be added or subtracted via an addendum signed by a representative from the Grantee and the Subrecipient indicating the exact changes.
- ix) 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 of, or is in any way connected or associated with the activity authorized by this contract.

- x) 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.
- xi) 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)
- xii) Reporting/Monitoring Requirements: The Grantee shall 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.

F. 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.

Grantee,  
City of Pascagoula

Subrecipient

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

By: MIT Delange  
Title: Vice President  
Fed.I.D.# 64-0671684





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Public Workds

Contact Name: Steve Mitchell

Phone: 938-7758

**Agenda Topic:** Award Chlorine - Annual Bid #307

*Attach additional information as necessary*

**Action Requested:**

Council approval to award Chlorine - Annual Bid #307 to DPC Enterprises of Chickasaw, AL for \$67.50 per 150 lb cylinder. Bid is from June 8, 2011 to June 7, 2012 with a one year renewal option

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

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For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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**RECOMMENDATION TO CITY COUNCIL FOR BID AWARD**

**BID ITEM:** Chlorine – Annual Bid #307

**BID OPENED:** Tuesday, May 19, 2011

<b>BIDDERS:</b>	<b><u>Price/150lb cylinder</u></b>
DPC Enterprises	\$ 67.50
Water & Waste Specialties	\$ 88.00

**NEEDED:**

**WHERE:** City water treatment plants  
**WHY:** Treat City water supply

**BUDGETED:** 40067270-552260 - \$18,000.00 - Chlorine

**TYPE BID:** Legally advertised

**PUBLICATION DATES:** Sunday, April 24, 2011 and Sunday, May 1, 2011

**REMARKS:** Our current chlorine bid is with DPC Enterprises, L.P. of Chickasaw, AL for \$62.00 per 150Lb cylinder.

**DEPARTMENT HEAD RECOMMENDATION:** I recommend the low bid award to DPC Enterprises of Chickasaw, AL for \$67.50 per 150Lb cylinder of chlorine.

  
 \_\_\_\_\_  
 DEPARTMENT HEAD

**CITY MANAGER RECOMMENDATION:** (  ) CONCUR (  ) DO NOT CONCUR

  
 \_\_\_\_\_  
 CITY MANAGER

**Notices were provided to the following vendors:**

**CHLORINE VENDORS**

DIBS Chemical  
Gulfport, MS 39507

Industrial Chemicals  
Birmingham, AL 35216

Allied Universal  
Miami, FL 33178

Harcross Chemicals, Inc.  
Mobile, AL 36610

NITT, Inc.  
Jackson, MS 39201

Van Waters and Rogers  
Mobile, AL 36601

Water & Waste Specialties, LLC  
Theodore, AL 36590

DPC Enterprises  
Chickasaw, AL 36671

Ideal Chemical and Supply Co.  
Jackson, MS 39208





### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Program Manager

Contact Name: Jaci Turner

Phone: 938-6726

**Agenda Topic:** Tidelands Lease for Utility Project to serve the Point

*Attach additional information as necessary*

**Action Requested:**

Approve the Tidelands lease (attached) and authorize the Mayor to execute. This lease covers land west of the existing end of Washington Avenue, where pipes will be installed to serve water and sewer to the Point property.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input checked="" type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
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# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street  
Biloxi, MS 39530

Phone: 228.432.2133  
Fax: 228.432.8149



comptonengineering.com

April 21, 2011

Ms. Jaclyn Turner, P.E.  
Program Manager  
City of Pascagoula  
603 Watts Avenue  
Pascagoula, MS 39567

Re: City of Pascagoula – Point Park Improvements  
Secretary of State Lease Agreement-Pascagoula, MS

Dear Ms. Turner:

Enclosed please find the original Public Trust Tideland Lease for the City of Pascagoula in regard to the above referenced project.

- If the terms are accepted, the original lease needs to be signed by the city's proper authority and returned to the Secretary of State office for signatures and recordation.

Should you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Carmen N. Huckleby  
Environmental Specialist

CNH: lws

Enclosures

PASCAGOULA



BILOXI

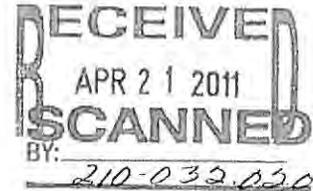


BAY ST. LOUIS



DELBERT HOSEMANN  
Secretary of State

April 18, 2011



Ms. Carmen N. Huckleby  
Environmental Specialist  
Compton Engineering, Inc.  
156 Nixon Street  
Biloxi MS 39530

Re: Public Trust Tidelands Lease  
City of Pascagoula  
Point Park Improvements

Dear Ms. Huckleby:

Thank you for submitting the lease application for the captioned project. I've enclosed a receipt for the \$150 application fee.

I am pleased to enclose the proposed lease for the area of public trust tidelands to be occupied by the water and wastewater lines crossing Lake Yazoo. The term is for 40 years with an option to renew an additional 25 years. Many of the provisions of the lease are standard or are dictated by statute; other terms are particular to public use. As you know, the City is exempt from any lease or rental fees pursuant to Miss. Code Ann. §29-15-13.

If the terms are acceptable, please have the lease executed by the proper authority and return it to our office for signatures and recordation. Thank you for your courtesy and cooperation.

Sincerely,

RAYMOND D. CARTER  
Public Lands Attorney

Encl.

\*00100188231793\*

Customer No. 00100188

Invoice No. 231793



Please visit our Web site at:  
<http://www.sos.state.ms.us>

*Mississippi Secretary of State*  
*401 Mississippi Street*  
*P.O. Box 136*  
*Jackson, MS 39205*  
*601-359-6373*

REPORT DATE: 04/05/2011

Bill to:

COMPTON ENGINEERING  
PO BOX 686  
PASCAGOULA MS 39568

(Fold Here)

Ship to:

COMPTON ENGINEERING  
PO BOX 686  
PASCAGOULA MS 39568

Clerk: RJD Division: 40

Qty	Description	Unit Cost	Debit Amt	Credit Amt
1	APPLICATION FOR STANDARD LEASE OF TIDELANDS @	\$150.00	\$150.00	
	04/05/2011 - Note: CITY OF PASCAGOULA, POINT PARK IMPROVEMENTS, LAKE YAZOO			
	PAYMENT-CHECK #66574 - 04/05/2011			\$150.00

BALANCE	\$0.00
---------	--------

DO NOT WRITE ABOVE THIS SPACE	
<p><b>Document Prepared by</b></p> <p>Office of the Secretary of State  Raymond D. Carter,  Public Lands Attorney  Post Office Box 97  Gulfport, MS 39502  (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney  <input checked="" type="checkbox"/> Mississippi Attorney Bar No. 8444</p>	<p><b>Return Original Document to</b></p> <p>Office of the Secretary of State  Post Office Box 97  Gulfport, MS 39502  (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
<p><b>PUBLIC TRUST TIDELANDS LEASE</b></p> <p><b>CITY OF PASCAGOULA, MISSISSIPPI</b></p> <p><b>(Point Park Improvements, Lake Yazoo)</b></p>	
<p><b>Lessor</b></p> <p><b>State of Mississippi</b>  c/o Secretary of State  Public Lands Division  Post Office Box 136  Jackson, Mississippi 39205-0136  (601) 359-6373</p>	<p><b>Lessee</b></p> <p><b>City of Pascagoula, Mississippi</b>  Post Office Drawer 908  Pascagoula, Mississippi 39568  (228) 938-6726</p>
<p><b>Indexing Instructions</b></p> <p>Section 6, Township 8 South, Range 6 West, Jackson County, MS</p>	
<p>This document contains 16 pages with the cover page(s) included as an integral part of the document.  If there is not enough space for all required information on this page, continue to the next page.</p>	

PREPARED BY:  
Secretary of State  
Post Office Box 97  
Gulfport, MS 39502  
(228) 864-0254

RETURN TO:  
Secretary of State  
Post Office Box 97  
Gulfport, MS 39502  
(228) 864-0254

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

PUBLIC TRUST TIDELANDS LEASE  
CITY OF PASCAGOULA  
(Point Park Improvements, Lake Yazoo)

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ , by and between the

THE STATE OF MISSISSIPPI  
Secretary of State  
Public Lands Division  
Post Office Box 136  
Jackson, Mississippi 39205-0136  
Telephone: (601) 359-6373

By the Secretary of State, with approval of the GOVERNOR, (“LESSOR”)

AND

PASCAGOULA, MISSISSIPPI,  
By the City Council  
PO Drawer 908  
Pascagoula, Mississippi 39568  
(228) 938-6726

(“LESSEE”)

IN CONSIDERATION of the covenants, conditions, and obligations herein provided  
and to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto  
LESSEE, pursuant to the authority of MISS. CODE ANN. §29-1-107 (Supp. 2010), the

following described submerged land or tideland, hereinafter referred to as LEASE PREMISES, to-wit:

See Exhibit 1 provided by Lessee and prepared by Paul D. Pitts, Jr., Dated March 15, 2011, attached hereto; the described property being a 23,602 square foot area of public trust tidelands which supports a water and wastewater lines beneath Lake Yazoo, located in Section 6, Township 8 South, Range 6 West, Jackson County, Mississippi.

**1. TERM.**

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1<sup>st</sup> day of April, 2011, and terminating on the 31<sup>st</sup> day of March, 2051.

1.2 If at the expiration of the primary term, LESSEE holds the right to occupy and use the adjoining uplands and has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE, holds the right to occupy and use the adjoining uplands and has faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

**2. USE OF LEASE PREMISES**

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for public water and wastewater lines which serves a higher public purpose of protecting the natural state of the surrounding tidelands and submerged lands ("USE"). It is expressly agreed that any commercial activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days notice.

**3. CONSIDERATION.**

3.1 The parties hereto agree that LEASE PREMISES contains approximately 23,602 square feet, more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be

used for a public project of a governmental entity which serves a higher public purpose of protecting the natural state of the surrounding tidelands and submerged lands, LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (Supp. 2010).

**4. TAXES, SURVEY COSTS, RECORDING FEES.**

4.1 LESSEE covenants and agrees to pay any and all general taxes and special assessments, if ever any there be, applicable to the above described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

**5. TRANSFERABILITY OF LEASE.**

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

**6. PUBLIC ACCESS ASSURED.**

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

**7. DEFAULT.**

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money including but not limited to the payment of any tax, assessment or rent due under this LEASE, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES and to possess the entirety of the buildings and or structures located in whole or in part on LEASE PREMISES as well as the personal property located therein if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE, and to distraint for any rent assessment or other sum due under this LEASE at the sole election of LESSOR. LESSEE grants and assigns to LESSOR all such rights as may be necessary to enter and take possession of said buildings structures and property. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to peaceably surrender possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5. However, nothing herein is to be deemed or construed to mean that LESSOR, in electing one remedy or another available to LESSOR, shall not be permitted to hold LESSEE liable for any unpaid rent, assessment or other sums due to the time of LESSOR'S re-entry and repossession of LEASE PREMISES. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR required for the collection of any sums due under this LEASE. For purposes of this LEASE any ad valorem tax or assessment due any county or municipality applicable to LEASE PREMISES not contested in the manner provided by law under Paragraph 4 shall be deemed to be a liquidated sum.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 7.2.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.4 In any action for unlawful detainer commenced by LESSOR against LESSEE by reason of any default hereunder, the reasonable rental value of LEASE PREMISES for the period of the unlawful detainer shall be deemed to be the amount of rent, additional rent and other charges or payments to be made by LESSEE under this LEASE for such period, unless LESSEE shall prove the contrary by competent evidence.

## **8. IMPROVEMENTS AND MAINTENANCE.**

8.1 LESSOR acknowledges that the improvements which exist on the effective date of this LEASE on LEASE PREMISES are not the property of LESSOR. LESSOR acknowledges that all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2 shall be owned by LESSEE.

8.2 LESSEE covenants to construct, operate and maintain the improvements on LEASE PREMISES shown on the Site Plan attached hereto as Exhibit 1 and incorporated as a

part of this LEASE. No alteration or addition to the improvements shown in said Site Plan shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Site Plan. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification or additions as built.

8.4 All improvements, modifications or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

## **9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.**

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage or destruction to or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste or destruction.

9.2 LESSEE shall, to the extent allowed by law, indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising therefrom including, without limitation, attorney fees and court costs incurred by LESSEE in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE

PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any building, structure or pier of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

#### **10. NO CLAIM OF TITLE OR INTEREST.**

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

#### **11. CATASTROPHIC DESTRUCTION.**

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within one hundred and eighty (180) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Site Plan, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed one (1) year and shall provide for the commencement of construction not more than one hundred and eighty (180) days after notice of the intent to rebuild is given.

## **12. PROTECTION OF LEASE PREMISES.**

12.1 LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease, and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed to be a material breach of this LEASE.

## **13. INDEMNITY AND HOLD HARMLESS.**

13.1 LESSEE agrees, to the extent allowed by law, to hold and save harmless, protect and indemnify LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages, claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of any injury or death of persons or loss or damage to property (including damages to land, aquatic life and other natural resources) connected with LESSEE'S exercise of any right granted or conferred hereby, or LESSEE'S use, maintenance, operation or condition of the LEASE PREMISES. LESSEE'S improvements thereon, or the activities thereon conducted by LESSEE, whether sustained by LESSEE, his respective agents or employees, or by any other persons, or corporations which seek to hold LESSOR liable.

13.2 In addition to the general indemnity agreement set forth in the immediately preceding paragraph, LESSEE also specifically agrees, to the extent allowed by law, to hold and save harmless, protect and indemnify LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages, claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of LESSOR'S reliance upon LESSEE'S representation that LESSEE has the right to occupy the uplands adjacent to SAID PROPERTY and to exercise littoral rights in connection therewith.

13.3 In executing this Lease, LESSOR is relying on a survey and/or legal description (Exhibit 1) provided by the LESSEE. LESSEE expressly assumes all liability for the correctness thereof and expressly agrees to indemnify and save harmless LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages (including damages to land, aquatic life and other natural resources), claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, arising out of or in any way connected with LESSOR'S reliance on LESSEE's survey.

**14. QUIET AND PEACEFUL POSSESSION.**

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE is in compliance with the terms and provisions of this LEASE.

**15. RIGHT OF ENTRY / INSPECTION RIGHTS.**

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

15.2 LESSEE grants unto LESSOR rights of ingress and egress to LEASE PREMISES in, over, across and through uplands and facilities on uplands owned or controlled by LESSEE, upon reasonable times, for purposes of entering onto and inspecting LEASE PREMISES.

**16. LESSOR NOT RESPONSIBLE.**

16.1 LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

**17. LIABILITY INSURANCE.**

17.1 LESSEE shall secure and maintain throughout the term of the lease a liability insurance policy providing coverage in a commercially reasonable amount to be determined by LESSEE against accidents, death or bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES. LESSEE shall annually supply a certificate evidencing said insurance to LESSOR. In the alternative, LESSEE shall secure and maintain throughout the term of the lease a policy of liability coverage from the Mississippi Municipal Liability Plan or any similar group approved pursuant to MISS. CODE ANN. §11-46-1, et seq. (Supp. 2009), providing coverage in the amount legally required against accidents, death, bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES.

**18. RESERVATION OF MINERAL RIGHTS.**

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE Shall Not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

**19. WAIVER NOT A DISCHARGE.**

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate

as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

## 20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State: Assistant Secretary of State  
For Public Lands

(by U. S. Mail)  
Post Office Box 136  
Jackson, Mississippi 39205-0136

(by Courier)  
700 North Street  
Jackson, Mississippi 39202

Telephone: (601) 359-6373  
Facsimile: (601) 359-461

City of Pascagoula: Office of the Mayor

(by U.S. Mail)  
P.O. Drawer 908  
Pascagoula, Mississippi 39568

Telephone: (228) 938-6726

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

## 21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI,

both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

## **22. CANCELLATION OR TERMINATION OF LEASE.**

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs, LESSEE shall be liable for such deficiency.

22.6 LESSEE shall be liable for the payment of all reasonable attorney fees, expenses and costs of LESSOR incurred in the enforcement of this Paragraph 22.

## **23. MISCELLANEOUS.**

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE

under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to faithfully and timely comply with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the EXHIBIT attached hereto.

23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda or understanding with respect to the subject matter hereof.

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said City of Pascagoula, and that this LEASE is binding upon said City of Pascagoula in accordance with its terms. LESSEE shall, at LESSOR'S request, deliver a certified copy of its City Council's resolution authorizing said execution.

## **24. DEFINITIONS.**

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Pascagoula, Mississippi, effective April 1, 2011, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean see Exhibit 1 provided by Lessee and prepared by Paul D. Pitts, Jr., Dated March 15, 2011, attached hereto; the described property being a 23,602 square foot area of public trust tidelands which supports a water and wastewater lines beneath Lake Yazoo, located in Section 6, Township 8 South, Range 6 West, Jackson County, Mississippi.

24.3 LESSEE shall mean the City of Pascagoula, Mississippi.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

IN WITNESS WHEREOF, this lease is executed by LESSOR and LESSEE, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

LESSEE:  
CITY OF PASCAGOULA

BY: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Office \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction the within named \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of PASCAGOULA, MS, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said city, on the date and for the purposes therein stated, being first duly authorized to so do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

LESSOR:  
STATE OF MISSISSIPPI  
C. DELBERT HOSEMANN, JR.  
SECRETARY OF STATE

BY: \_\_\_\_\_  
GERALD MCWHORTER  
ASSISTANT SECRETARY OF STATE  
PUBLIC LANDS DIVISION

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction the within named GERALD MCWHORTER, personally known to me to be the ASSISTANT SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said ASSISTANT SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

APPROVED BY THE GOVERNOR of the State of Mississippi on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
HALEY BARBOUR, GOVERNOR

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, within my jurisdiction the within named HALEY BARBOUR, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

PROPERTY DESCRIPTION  
TIDELANDS LEASE AREA

Being a 23,602 square feet tract of land situated in Section 14, Township 8 South, Range 6 West, City of Pascagoula, Jackson County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the west right-of-way line of Hague Street (55' right-of-way) and the south right-of-way line of Washington Avenue (50' right-of-way), (N 307,566.804, E 1,071,283.315) same being the northeast corner of Lot 6, Square 5, Krebsville Subdivision, as recorded in Plat Book 14, Page 140, Plat Records, Jackson County, Mississippi;

Thence, along the south right-of-way line of Washington Avenue, North 82 degrees 40 minutes 14 seconds West a distance of 545.62 feet, to a 1/2 inch iron rod set for the Point of Beginning (N 307,363.411, E 1,070,742.155);

Thence, along the extension of the south right-of-way line of Washington Avenue, North 82 degrees 40 minutes 14 seconds West a distance of 401.15 feet, to a 1/2 inch iron rod set for corner;

Thence, North 40 degrees 09 minutes 49 seconds West a distance of 19.92 feet, to a 1/2 inch iron rod set for corner;

Thence, North 73 degrees 07 minutes 09 seconds West a distance of 49.81 feet, to a 1/2 inch iron rod set for corner;

Thence, North 43 degrees 49 minutes 40 seconds West a distance of 38.83 feet, to a 1/2 inch iron rod set for corner;

Thence, North 70 degrees 11 minutes 28 seconds West a distance of 18.16 feet, to a 1/2 inch iron rod set on the extension of the north right-of-way line of the aforementioned Washington Avenue;

Thence, along said north extension, South 82 degrees 40 minutes 14 seconds East a distance of 541.57 feet, to a 1/2 inch iron rod set for corner;

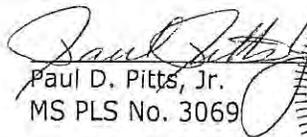
Thence, South 20 degrees 43 minutes 07 seconds West a distance of 8.55 feet, to a 1/2 inch iron rod set for corner;

Thence, South 39 degrees 17 minutes 18 seconds West a distance of 35.87 feet, to the Point of Beginning and containing 23,602 square feet of land.

The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999958571 and a convergence angle of 00 degrees 08 minutes 19 seconds determined specifically for this project using GPS methods from a base station located at N314,238.3112, E1,074,634.9061 obtained by an OPUS solution.

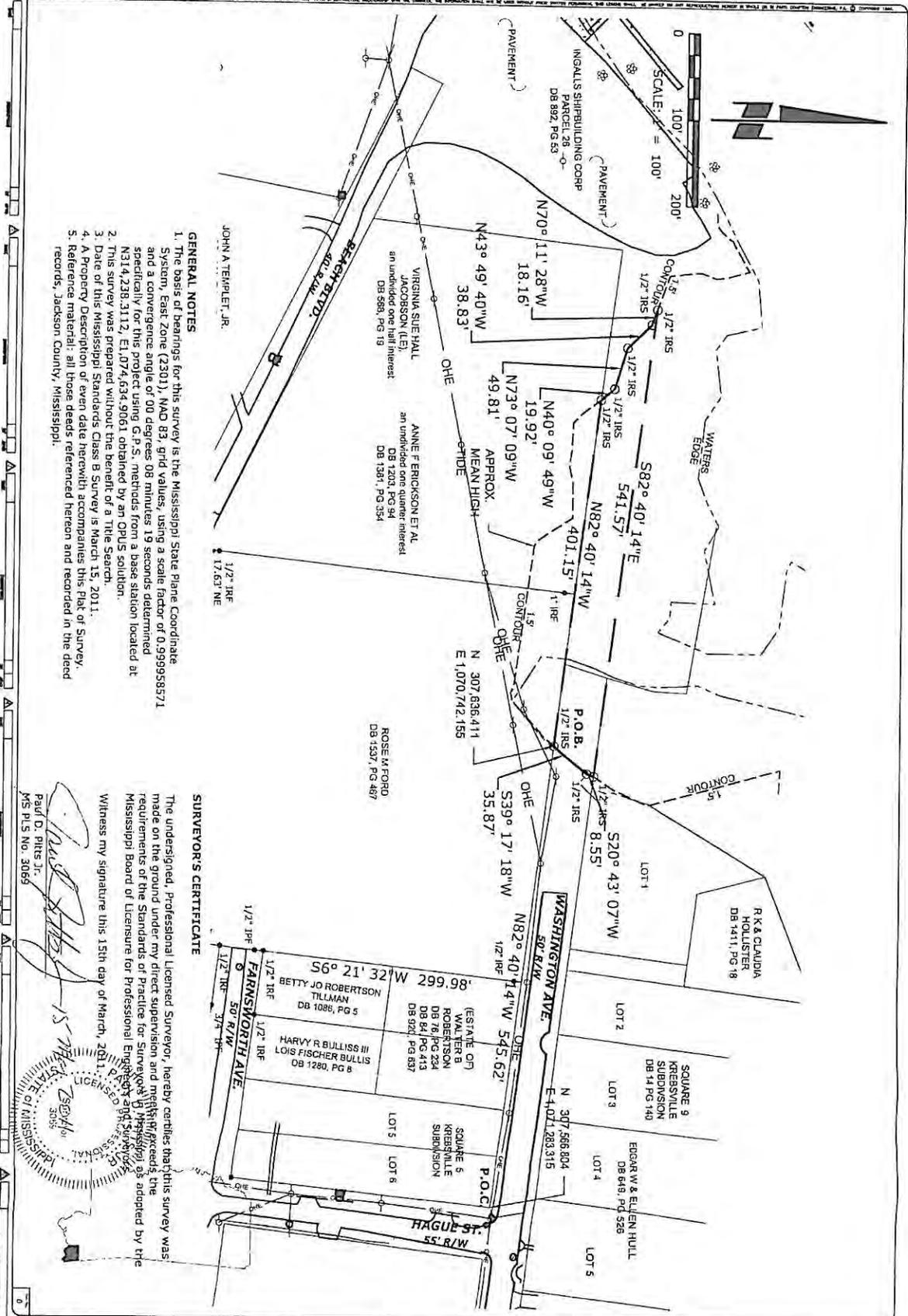
(A plat of even survey date herewith accompanies this description.)

The undersigned, Professional Licensed Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the property described.

  
Paul D. Pitts, Jr.  
MS PLS No. 3069



S:\0000-Projects\210219-021 City of Pascagoula-Point Park Improvements-Environmental Permitting\Survey\Assestments\210219-021 EASEMENT.DWG, 11/17, 11/17/2010 5:47:29 AM, User:GULRACAD03, OPS, 1:1



- GENERAL NOTES**
1. The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.999958571 and a convergence angle of 00 degrees 08 minutes 19 seconds determined specifically for this project using G.P.S. methods from a base station located at N31 4.238.3112, E1 074.634.9061 obtained by an OPUS solution.
  2. This survey was prepared without the benefit of a title search.
  3. Date of this Mississippi Standards Class B Survey is March 15, 2011.
  4. A Property Description or even date herewith accompanies this Plat of Survey.
  5. Reference material: all those deeds referenced hereon and recorded in the deed records, Jackson County, Mississippi.

**SURVEYOR'S CERTIFICATE**

The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direct supervision and meets all the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 15th day of March, 2011.

Paul D. Pitts Jr.  
M.S. P.L.S. No. 3066



SCALE: 1" = 100'
JOB NO.: 210-032-020
DATE: 02/15/2010
DRAWN BY: OPH
CHECKED BY: OPH
APPROVED BY: APVD

**CITY OF PASCAGOULA  
POINT PARK IMPROVEMENTS**  
23,602 SQ. FT. TIDELANDS LEASE AREA  
SEC 14 T 8 S R 6 W



**COMPTON ENGINEERING, INC.**  
Engineering, Surveying, and Environmental Services  
156 Nixon Street  
Biloxi, Mississippi 39530-3900  
Phone: (228) 432-2133 Fax: (228) 432-8149  
E-mail: compton@compronengineering.com



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: City Attorney

Contact Name: Eddie Williams

Phone: \_\_\_\_\_

**Agenda Topic:** Amendment to Waste Disposal Contract

*Attach additional information as necessary*

**Action Requested:**

Approve amendment to contract

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

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For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

**NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING**

FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
CITY OF PASCAGOULA, MISSISSIPPI  
AND  
WASTE MANAGEMENT OF MISSISSIPPI, INC.  
FOR SOLID WASTE TRANSFER AND DISPOSAL SERVICES

THIS FIRST AMENDMENT, made this 7th day of June, 2011, to the agreement dated June 7, 2005, (the "Agreement") by and between the City of Pascagoula, Mississippi (the "City"), and Waste Management of Mississippi, Inc., a Mississippi corporation (the "Contractor").

WHEREAS, the City and Contractor desire to extend the Agreement in order to give the parties time to negotiate and prepare a new agreement based upon the City's April 29, 2011 Request for Proposals ("RFP"); and

WHEREAS, the City and Contractor desire to acknowledge this extension in writing;

NOW, THEREFORE, the City and Contractor agree as follows:

Section 1. Term. The Agreement shall be extended for an additional forty-two (42) day period beginning June 19, 2011, and ending on July 31, 2011, in order to give the parties time to negotiate and prepare a new agreement based upon the City's April 29, 2011 RFP and the Contractor's May 23, 2011 proposal in response thereto. The term of this Agreement may be further extended by the mutual agreement of the parties expressed in writing prior to the expiration of the current term so long as such extension does not contravene Mississippi law.

Section 2. Rates. The current rates pursuant to the Agreement shall remain in effect through July 31, 2011.

Section 3. Modification of Contract. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions shall remain in full force and effect.

Section 4. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein.

Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF PASCAGOULA, MISSISSIPPI

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WASTE MANAGEMENT OF MISSISSIPPI, INC.

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_





### AGENDA ITEM REQUEST FORM

Meeting Date: 6-7-2011

Submitting Department or Individual: Community Development

Contact Name: Harry Schmidt

Phone: 228-938-6651

**Agenda Topic:** Name for new Arts Center

*Attach additional information as necessary*

**Action Requested:**

Approve one of the following name choices for the new Arts Center located at 618 Delmas Ave (the old Senior Center). Name choices for new Arts Center are: Art Spot, Arts on the Avenue, Art !Point, Art Port and Studio six-one-eight.

Budgeted Item	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/2011

Submitting Department or Individual: Community Development

Contact Name: Harry Schmidt

Phone: 228-938-6651

**Agenda Topic:** Anchor Square Tenant Leases

*Attach additional information as necessary*

**Action Requested:**

Authorize Mayor to execute leases for tenants at Anchor Square.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Utility Fund
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Grant
				<input checked="" type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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## ANCHOR SQUARE LEASE AGREEMENT

The City of Pascagoula is the owner in fee simple of 16 former MEMA Cottage units now located and situated in an area of the City known as Anchor Square. The City is desirous of renting each of these units for retail/commercial purposes.

The City, hereinafter "Lessor", hereby agrees to lease Unit \_\_\_\_\_ to \_\_\_\_\_, hereinafter "Lessee", pursuant to the following terms and conditions.

1. **Term of Lease** – The term of this lease shall be for a period of 1 year commencing on the 1st day of June, 2011, and ending on the 31<sup>st</sup> day of May, 2012. Lessee is hereby granted an option to renew this lease at the end of the initial term hereof subject only to a rent adjustment not to exceed 10% of the base rent for the initial term. Notice of intent to renew must be provided to Lessor not less than 45 days prior to the termination date of this lease.
2. **Rent** – Lessee shall pay unto Lessor the sum of \$233.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day thereof. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due. Additionally, a charge of \$35.00 shall be imposed for any check or draft written by Lessee in payment of any of the charges under this lease which is returned for insufficient funds, or is otherwise dishonored by the financial institution upon which it is drawn.
3. **Deposit** – Lessee shall pay unto Lessor the sum of \$466.00 to be held in escrow by Lessor and to be applied to the repair of any damages to the property caused by Lessee or its invitees (normal wear and tear excepted) upon the termination of this lease. Lessor covenants and agrees to return to the Lessee the balance, if any, of such deposit upon termination of this lease. The parties acknowledge that a "walk-through" of the premises was made prior to the execution of this lease and that attached hereto and incorporated herein as a part of this lease is a list of any and all items noted by the parties that constitute blemishes, or defects in the premises. Lessee accepts the premises "as is where is" and acknowledges satisfaction with the pre-lease inspection and the list of items set forth on the attached exhibit.

4. **Maintenance** – Lessor shall provide all maintenance on the unit to include the maintenance of the exterior of the structure, all heating and cooling equipment, plumbing and electrical utilities; however, Lessee shall pay the first \$75.00 of the cost of any such maintenance. Lessee shall be responsible for the maintenance and upkeep of any and all items placed on the premises by Lessee. Should Lessee, through its own negligence, or negligence of any of its invitees on the premises, cause damages thereto, then the repair of same shall be the responsibility of Lessee. Should Lessor have to effect repairs of such damage, then in such event, Lessee shall be charged for all expenses incurred by Lessor in making the repairs. Lessee shall have 30 days from the date of invoice for such repairs within which to pay same. Failure to pay for the repair of damages within this period of time, shall constitute a default hereunder and shall subject Lessee to such sanctions as set forth hereinafter.
5. **Utilities** – Lessee shall be responsible for the payment of all utility services provided to the unit by Lessor. Lessee shall also be responsible for the payment of any deposits required by the Utility Department of the City of Pascagoula. Failure of Lessee to pay for utility services as and when the same come due and payable, shall constitute a default hereunder and shall subject Lessee to sanctions as more fully set out herein below and may also result in the disconnection of utility services by Lessor.
6. **Modifications** – Should Lessee desire to make any modifications to the interior of the unit, then in such event, Lessee shall provide Lessor with plans and specifications for such modifications and no such modifications will be allowed without the express written permission of Lessor. Lessor agrees not to unreasonably withhold consent for such modifications. Under no circumstances, however, shall the Lessee be allowed to make modifications to the exterior of the unit.
7. **Maintenance Request** – It shall be the duty of the Lessee to notify Lessor of any and all issues regarding maintenance of the premises and which are the responsibility of the Lessor. Lessor shall exercise due diligence to respond to any maintenance request in a timely manner so as to prevent the disruption of Lessee's business activity. Lessor reserves the right to make the determination as to whether or not such maintenance request is caused from results of normal wear and tear as opposed to any negligence or fault on the part of Lessee, or Lessee's invitees.

8. **Default** – Should Lessee default in any terms or conditions set forth herein, then in such event, Lessor shall be allowed to re-enter and take possession of the premises without further notice to Lessee. Any personal property located on the premises after default and re-entry by Lessor shall become the property of the Lessor and subject to disposal as Lessor deems fit and proper under the circumstances.
- Lessor reserves the right to sell such property and agrees to apply the proceeds of such sale towards satisfaction of any unpaid rent, or damage repair that was necessitated by Lessee's occupancy of the premises. Lessee, for its part, acknowledges that all property and furniture belonging to, or in use by the Lessee, situated upon or in the premises during the term of this lease, shall be and is hereby bound for the rent herein reserved and for the fulfillment of all of the covenants and conditions of this lease. Lessee further acknowledges that a lien is hereby expressly created against such property in favor of the Lessor for such rent and covenants and the Lessee waives all legal exemptions thereto. Should Lessee fail to pay the rent when due, or should Lessee breach any covenant herein, the Lessor shall thereupon be entitled to immediate possession of the property remaining on the premises and may, either with or without notice, sell the same at private or public auction and apply the proceeds, first to the payment of all costs, attorney fees, damages, rent or any sum due to the Lessor by Lessee and shall pay over the balance, if any, to Lessee. Should it become necessary for Lessor to retain legal counsel to assist in the enforcement of any of the terms and conditions of this lease, and should Lessor prevail in such litigation, then Lessee shall be responsible for all attorney fees, court costs and expenses incurred by Lessor in bringing any action whatsoever, whether in a Court of Law or by negotiation without the necessity of filing suit.
9. **Jurisdiction and Venue** – Jurisdiction for any disputes regarding the terms and conditions of this lease shall be in the Chancery Court of Jackson County, Mississippi. All terms of this lease shall be construed in accordance with the laws of the State of Mississippi and, should any term or condition hereof be declared invalid by a Court of competent jurisdiction, then in such event, the remaining terms and conditions of the lease shall remain in full force and effect. Lessor and Lessee shall cooperate with one another and enter into whatever amendments may be required to replace or supplant any provisions hereof that are declared invalid or unenforceable as a matter of law.

10. **Insurance** – Lessor shall maintain insurance on the structure of the premises. Lessor assumes no liability or responsibility whatsoever for damages to any of Lessee's property on the premises. It shall be the responsibility of Lessee to procure whatever insurance Lessee deems appropriate to safeguard the contents of the unit. Lessee shall, however, purchase a premises liability policy in a face amount of not less than \$100,000 and shall name Lessor as the first loss payee thereon. Lessee shall furnish to Lessor proof of this insurance coverage as of the date of the execution of this lease. Should Lessee at any time during the term of this lease, fail to maintain such policy of insurance, then in such event, the same shall constitute a default hereunder and Lessor shall be allowed to re-enter and take possession of the premises as set forth hereinabove.
11. **Assignability** – Lessee shall not undertake to assign this lease, or to sublease any portion of the demised premises, without the express written permission of the Lessor. Lessor agrees that it will not unreasonably withhold permission to allow such assignment or sublease. Lessor reserves the right to assign this lease to a management company, or other entity, of its choosing. Should Lessor in fact execute such an assignment, Lessor shall place Lessee on notice thereof with directions to the Lessee as to the proper party to whom the rent shall be paid from and after the date of such assignment.
12. **Illegal Activity** – Lessee covenants and agrees that no illegal activity of any kind will be tolerated within the unit, or in the common areas associated therewith. Lessee further covenants and agrees that the business activity contemplated by Lessee is in fact a legally sanctioned activity and that Lessee shall procure all permits necessary for the conduct of same. Lessee will make available to Lessor copies of all such permits for inclusion in Lessee's tenant file.
13. **Force Majeure** – Should all or a portion of the demised premises be destroyed by an act of God, fire, vandalism, or any calamity not directly attributable to the negligence or actions of either party to this lease, or to Lessee's invitees, then in such event, this lease shall be at an end and all rent obligations hereunder shall cease. Lessor agrees to return to Lessee any unused portion of the rent paid by Lessee prior to the occurrence of such catastrophic event. Lessor reserves the right to make the final determination as to the habitability and suitability of the unit for continued occupancy by Lessee after the occurrence of such catastrophic event.

14. **Miscellaneous** – This writing contains the entire agreement of the parties. No modification hereof shall be allowed except in writing duly and properly executed by the parties hereto. A waiver of any of the terms and conditions hereof by Lessor shall not constitute a waiver of any other terms or conditions, nor shall it constitute a future waiver of any terms and conditions set forth herein. Lessor reserves the right, upon reasonable notice being given, to conduct inspections of the premises to make certain that all appliances and utilities are functioning properly and that the premises are being used and kept in a safe and clean condition.

Use of tobacco products on the premises, either inside the unit or in the common areas outside the unit, is strictly prohibited by City ordinance. Furthermore, the sale, consumption or use of alcohol is likewise prohibited in the units or in the common areas outside the units unless expressly permitted by the City Council. Lessee shall not permit or allow the bringing of animals onto the premises, either in the Lessee's unit or in the common areas immediately surrounding Lessee's unit. Service animals shall be an exception to this prohibition.

15. **Notice** – Any notice to be given under this lease by the Lessor to the Lessee shall be considered as duly given, if made in writing and left at the leased premises, or by certified mail to the following address:

**Name: John D. Jones c/o Coldwell Banker Realty**

**Address: 2957 Market Street, Pascagoula, MS 39567-5164**

Any notice to be given under this lease by Lessee to Lessor shall be considered as duly given if made in writing and left at the office of the City Clerk for the City of Pascagoula, Mississippi, located at 603 Watts Avenue.

Witness the signatures of the parties on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Lessee \_\_\_\_\_

City of Pascagoula

By: \_\_\_\_\_  
Robert H. Maxwell, Mayor

## ANCHOR SQUARE LEASE AGREEMENTS

<u>Lessee</u>	<u>Unit</u>	<u>Rent Amount</u>
Sharon Stennis dba Community Hair Salon	P	\$233.00
Darrenda Plainer dba Peacock Gallery & Exquisite Expression	B	\$233.00
Anderson & Heard, LLC dba Woopydoo	O	\$233.00
Alan Hinkel dba Alan Hinkel Photography	A	\$291.00
Bridgitte Dueitt dba Brigitte's Bavarian Café'	E	\$291.00
Norma Nelson dba D'Vine Soul Food & Catering	M	\$291.00
Tanya Taylor & Melisa Stock dba TaylorMade Boutique, LLC	L	\$291.00





### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/11

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic: Budget amendment in the Utility Fund for Live Oak water line upgrade.  
BA 11.64**

*Attach additional information as necessary*

**Action Requested:**

Council approval of the attached budget amendment.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

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**City of Pascagoula  
Budget Amendment # 11.68  
June 7, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>General Obligation Debt Serv. Fund</u></b>			
<b><u>Expenditures:</u></b>			
<b><u>General Obligation Debt:</u></b>			
<b><u>Debt Service:</u></b>			
SCDL - Interest	482,745	58,521	541,266
<b>Total Expenditures</b>	<b>482,745</b>	<b>58,521</b>	<b>541,266</b>
<b>Net Change in Fund Balance</b>		<b>(58,521)</b>	
<b>To amend budget to provide expenditure authority for the balance of the first payment on the General Oblig. Special Community Disaster Loan made after Hurricane Katrina.</b>			



### AGENDA ITEM REQUEST FORM

Meeting Date: 6/7/11

Submitting Department or Individual: Finance

Contact Name: Bobby Parker

Phone: 938-6716

**Agenda Topic: Budget amendment in the G.O. Debt Service Fund for SCDL payment  
BA 11.68**

*Attach additional information as necessary*

**Action Requested:**

Council approval of the attached budget amendment.

Budgeted Item	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Source of Funding	<input type="checkbox"/> General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Utility Fund	
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	
			<input checked="" type="checkbox"/> Other	

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**City of Pascagoula  
Budget Amendment # 11.64  
June 7, 2011**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<b><u>Utility Fund</u></b>			
<b><u>Expenditures:</u></b>			
<b><u>Water Operation &amp; Maint:</u></b>			
<b><u>Capital Outlay:</u></b>			
Water System Improvements	774,237	244,000	1,018,237
<b>Total Expenditures</b>	<b>774,237</b>	<b>244,000</b>	<b>1,018,237</b>
<b>Net Change in Fund Balance</b>		<b>(244,000)</b>	
<p>To amend budget to provide expenditure authority for the cost of upgrading the water line on Live Oak to a 12" line as per discussion at the 5/17/11 Council meeting.</p>			



### AGENDA ITEM REQUEST FORM

Meeting Date: June 7, 2011

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** Claims Docket for June 7, 2011.

*Attach additional information as necessary*

**Action Requested:**

Approve Order for Docket of Claims.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding <input checked="" type="checkbox"/>	General Fund
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Grant
			<input type="checkbox"/>	Other

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ORDER

**WHEREAS**, the attached docket of claims for the period May 13, 2011, through June 3, 2011, has been presented to the City Council for allowance and approval.

**WHEREAS**, it appears that all of said claims are proper and should be allowed;  
**NOW, THEREFORE, IT IS ORDERED** that all claims shown on said dockets are hereby allowed and approved for payment.

205  
**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>A &amp; B DISCOUNT TIRES INC</b>					
46583	REPAIRS/ST-12	01020175 - 562610		11003391	\$3,190.46
46807	TIRE REPAIR/ST-12	01020170 - 552100		11003583	\$131.00
46633	TIRE REPAIRS/TS-3	47568275 - 562610		11002871	\$125.00
46634	TIRE REPAIRS/LOADER TS	47568275 - 562610		11002871	\$136.25
46805	TIRES/TR413	47568275 - 562610		11003254	\$3.95
<b>VENDOR TOTAL:</b>					<b>\$3,586.66</b>
<b>ABSOLUTE PROTECTION INC</b>					
46398	MONTHLY MONITORING	40067275 - 562880		11003487	\$90.00
<b>VENDOR TOTAL:</b>					<b>\$90.00</b>
<b>ACTION PRINTING CENTER INC</b>					
46802	BUILDING PERMIT POSTERS	01018075 - 559000		11003451	\$104.03
<b>VENDOR TOTAL:</b>					<b>\$104.03</b>
<b>AMAZON COM</b>					
46584	TRAINING BOOKS	01007070 - 550410		11003172	\$74.80
46585	TRAINING BOOKS	01007070 - 550410		11003172	\$23.98
46586	TRAINING BOOKS	01007070 - 550410		11003172	\$23.94
46587	TRAINING BOOKS	01007070 - 550410		11003172	\$23.29
46588	TRAINING BOOKS	01007070 - 550410		11003172	\$18.89
46589	TRAINING BOOKS	01007070 - 550410		11003172	\$26.99
46590	TRAINING BOOKS	01007070 - 550410		11003172	\$18.90
46591	TRAINING BOOKS	01007070 - 550410		11003172	\$18.95
46592	TRAINING BOOKS	01007070 - 550410		11003172	\$20.89
<b>VENDOR TOTAL:</b>					<b>\$250.63</b>
<b>AMEC EARTH AND ENVIRONMENTAL</b>					
46593	TASK ORDER #17/CODE ENFORCEMENT	01040275 - 568500	10816	11003665	\$337.50
46595	TASK ORDER #15/POLICE DEPT	01040275 - 568500	10816	11003666	\$1,491.00
46597	TASK ORDER #16/PUBLIC WORKS	01040275 - 568500	10816	11003667	\$444.00
46594	TASK ORDER #14/HOUSING ELEVATION	10041075 - 568400	10902	11003668	\$168.00
46596	MITIGATION REBUILD	10041075 - 568400	10907	11003669	\$230.40
46796	TASK ORDER #19/HOUSING ELEVATION	10041075 - 568400	10902	11003764	\$868.03
<b>VENDOR TOTAL:</b>					<b>\$3,538.93</b>
<b>AMERICAN SOCIETY OF COMPOSERS, AUTHORS &amp;</b>					
46783	ASCAP LICENSE FEES	01030170 - 551000		11003658	\$310.67
<b>VENDOR TOTAL:</b>					<b>\$310.67</b>
<b>ARMOR HOLDINGS FORENSICS INC</b>					
46806	BARRIER TAPE	01011070 - 551900		11002963	\$162.72
<b>VENDOR TOTAL:</b>					<b>\$162.72</b>

\*\* Indicates pre-issue check.

206  
**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>AT&amp;T</b>					
46399	5/8-6/7/11 SR CTR ALARM	01009975 - 556000		11003579	\$77.99
<b>VENDOR TOTAL:</b>					<b>\$77.99</b>
<b>AUTO ZONE</b>					
46785	BATTERY/COMMUNY GENERATOR	40067275 - 562880		11003380	\$137.59
<b>VENDOR TOTAL:</b>					<b>\$137.59</b>
<b>BARCODE DISCOUNT</b>					
46821	BARCODE PRINTER	01008070 - 550100		11002995	\$1,381.85
<b>VENDOR TOTAL:</b>					<b>\$1,381.85</b>
<b>BAY PEST CONTROL COMPANY INC</b>					
46756	MONTHLY PEST CONTROL	01009075 - 562110		11001881	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$150.00</b>
<b>BAYOU CONCRETE</b>					
46819	CONCRETE-SEA COVE	01020175 - 562425		11003360	\$91.00
46820	CONCRETE-SARRAZIN	01020175 - 562425		11003360	\$455.00
<b>VENDOR TOTAL:</b>					<b>\$546.00</b>
<b>BELL AUTO PARTS</b>					
46400	TRUCK REPAIR STOCK PARTS	01016570 - 552020		11003565	\$929.63
46803	OIL/OIL FILTER	01020170 - 552000		11003552	\$254.93
46804	FUEL PUMP	01020170 - 552000		11003552	\$229.09
<b>VENDOR TOTAL:</b>					<b>\$1,413.65</b>
<b>BENNING CONSTRUCTION</b>					
** 46355	MDA/CDBG PARKING GARAGE	10041075 - 568440	30902	10002623	\$8,499.94
<b>VENDOR TOTAL:</b>					<b>\$8,499.94</b>
<b>BOBS GARAGE &amp; BODY SHOP</b>					
46401	VEHICLE MAINTENANCE/#12509	01010075 - 562600		11003511	\$52.56
46402	VEHICLE MAINTENANCE/#14237	01010075 - 562600		11003511	\$61.38
46403	VEHICLE MAINTENANCE/#12502	01010075 - 562600		11003511	\$22.55
46404	OIL CHANGE/ROTATE TIRES/#12516	01010075 - 562600		11003520	\$39.00
46405	OIL CHANGE/ROTATE TIRES/#12502	01010075 - 562600		11003520	\$39.00
46406	OIL CHANGE/ROTATE TIRES/#14145	01010075 - 562600		11003520	\$39.00
46407	VEHICLE MAINTENANCE/#14238	01010075 - 562600		11003520	\$44.00
46408	VEHICLE MAINTENANCE/#12744	01010075 - 562600		11003520	\$113.98
46409	VEHICLE MAINTENANCE/#12164	01010075 - 562600		11003520	\$56.38
46410	VEHICLE MAINTENANCE/#12520	01010075 - 562600		11003520	\$127.10
46411	VEHICLE MAINTENANCE/#12167	01010075 - 562600		11003520	\$912.83
46412	VEHICLE MAINTENANCE/#14234	01010075 - 562600		11003520	\$965.85

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46413	VEHICLE MAINTENANCE/#12152	01010075 - 562600		11003520	\$197.99
46414	BATTERY/#12499	01010075 - 562600		11003520	\$83.10
46415	VEHICLE MAINTENANCE/#12501	01010075 - 562600		11003520	\$83.10
46416	VEHICLE MAINTENANCE/CROWN VICT	01010075 - 562600		11003520	\$269.78
46598	OIL CHANGE/ROTATE TIRES/#14144	01010075 - 562600		11003651	\$39.00
46599	VEHICLE MAINTENANCE/#12145	01010075 - 562600		11003651	\$44.00
46600	VEHICLE MAINTENANCE/#12485	01010075 - 562600		11003651	\$44.00
46601	VEHICLE MAINTENANCE/#12510	01010075 - 562600		11003651	\$485.88
46602	VEHICLE MAINTENANCE/#12814	01010075 - 562600		11003651	\$56.38
46603	VEHICLE MAINTENANCE/#12058	01010075 - 562600		11003651	\$93.00
46604	VEHICLE MAINTENANCE/#12130	01010075 - 562600		11003651	\$127.84
46605	VEHICLE MAINTENANCE/#12152	01010075 - 562600		11003651	\$285.09
46606	VEHICLE MAINTENANCE/#12508	01010075 - 562600		11003651	\$53.55
46607	VEHICLE MAINTENANCE/#12131	01010075 - 562600		11003651	\$204.07
46608	VEHICLE MAINTENANCE/#12930	01010075 - 562600		11003651	\$370.50
46609	VEHICLE MAINTENANCE/06 CROWN VIC	01010075 - 562600		11003651	\$237.46
46610	VEHICLE MAINTENANCE/#12932	01010075 - 562600		11003651	\$57.08
46611	BATTERY/#12060	01010075 - 562600		11003651	\$83.10
46612	BATTERY/#12512	01010075 - 562600		11003651	\$83.10
<b>VENDOR TOTAL:</b>					<b>\$5,371.65</b>

**JUSTIN BUTLER**

46787	SFA PER DIEM	01016075 - 557900		11003698	\$124.00
<b>VENDOR TOTAL:</b>					<b>\$124.00</b>

**C & C OFFICE SUPPLY CO INC**

46770	STAMP/PASCAGOULA UTILITIES	40065270 - 550000		11003673	\$16.50
<b>VENDOR TOTAL:</b>					<b>\$16.50</b>

**CABLE ONE INC**

46419	5/15-6/14/11 INTERNET SVC/CITY HALL	01009975 - 556040		11003577	\$105.95
46613	5/23-6/22/11 INTERNET SVC/NATURE CTR	01009975 - 556040		11003663	\$105.95
46614	5/28-6/27/11 MODEM/CENTRAL FIRE	01009975 - 556040		11003663	\$6.00
46762	6/4-7/3/11 INTERNET SVC/FIRING RANGE	01009975 - 556040		11003745	\$149.95
46763	6/7-7/6/11 INTERNET SVC/BAYOU CASOT	01009975 - 556040		11003745	\$105.95
46764	6/5-7/4/11 INTERNET SVC/LAKE AVE	01009975 - 556040		11003745	\$105.95
46766	6/4-7/3/11 INTERNET SVC/SR CTR	01009975 - 556040		11003745	\$105.95
<b>VENDOR TOTAL:</b>					<b>\$685.70</b>

**CARROLL WARREN & PARKER PLLC**

46450	PROFESSIONAL SVC/ANNEXATION	01009975 - 555101		11003634	\$19,930.94
<b>VENDOR TOTAL:</b>					<b>\$19,930.94</b>

**CDW-GOVERNMENT INC**

46420	INK-TONER	01008070 - 550000		11003422	\$1.74
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\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46420	INK-TONER	01008070 - 550100		11003422	\$622.93
46812	LAPTOP WITH DOCKING STATION	01008070 - 550000		11003481	\$25.27
46812		01008070 - 550100		11003481	\$1,587.99
<b>VENDOR TOTAL:</b>					<b>\$2,237.93</b>
<hr/>					
<b>CELLULAR SOUTH</b>					
46421	4/11 AIR CARD/POLICE DEPT	01010575 - 556040		11003522	\$1,904.40
<b>VENDOR TOTAL:</b>					<b>\$1,904.40</b>
<hr/>					
<b>CENTRAL PIPE SUPPLY INC</b>					
46422	BADGER METERS	40067270 - 552800		11002863	\$12,200.00
46423	C900 PVC PIPE	40067270 - 552820		11003340	\$848.00
46424	DOUBLE SHOT WRENCH	40067270 - 551900		11003443	\$254.55
46425	METERS/AMR PROJECT	40067280 - 578300	30901	11003339	\$2,252.75
<b>VENDOR TOTAL:</b>					<b>\$15,555.30</b>
<hr/>					
<b>CITY ELECTRIC SUPPLY CO</b>					
46426	ELECTRICAL REPAIRS/R-14	01016570 - 552020		11003419	\$103.50
46427	FUSION	01030070 - 552200		11003373	\$14.54
46615	RAIL/PLATE	40067370 - 552850		11003408	\$18.54
46616	FUSES/LIFT STATION	40067370 - 552850		11003425	\$66.85
<b>VENDOR TOTAL:</b>					<b>\$203.43</b>
<hr/>					
<b>CITY LOCK SHOP</b>					
46429	PADLOCKS	01025070 - 551900		11003510	\$90.00
46428	KEY/G-14	40067475 - 562600		11003375	\$66.25
<b>VENDOR TOTAL:</b>					<b>\$156.25</b>
<hr/>					
<b>CITY OF MOSS POINT</b>					
46430	4/11 WATER BILL/TS	47568275 - 561000		11003609	\$14.00
46759	2/24-3/26/11 WATER BILL	47568275 - 561000		11003272	\$14.00
<b>VENDOR TOTAL:</b>					<b>\$28.00</b>
<hr/>					
<b>CITY SHOE SHOP INC #1</b>					
46747	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
46748	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
46749	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
46750	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
46751	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
46752	UNIFORM BOOTS	01010070 - 551500		11003342	\$79.95
<b>VENDOR TOTAL:</b>					<b>\$479.70</b>
<hr/>					
<b>CLYDE SCOTT INSURANCE AGENCY INC</b>					
46769	MAYOR/COUNCILMAN BONDS	01009975 - 560000		11003753	\$1,750.00

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$1,750.00</b>
<b>COMMUNITY DESIGNS SOLUTIONS</b>					
46800	FACADE GRANT DESIGN	10041075 - 568440	70906	11003766	\$750.00
<b>VENDOR TOTAL:</b>					<b>\$750.00</b>
<b>COMPTON ENGINEERING P A</b>					
46431	REPAIRS/INGALLS AVE	01020180 - 578000	30802	11000457	\$76,602.98
46432	REPAIRS/PASCAGOULA ST	01020180 - 578000	30804	11000459	\$13,803.64
46433	REPAIRS/PASCAGOULA ST	01020180 - 578000	30801	11000458	\$7,125.06
46618	CHICOT RD IMPROVEMENTS	01040275 - 568500	10701	11003659	\$1,803.61
46767	EMERGENCY REPAIRS/ PASCAGOULA ST	01020180 - 578000	30801	11003685	\$2,425.00
46435	TRAFFIC SIGNAL LOOPS	09556875 - 562900	50622	11003622	\$2,343.11
46436	REPAIRS/BEACH BLVD	09556875 - 562900	50622	11003623	\$2,562.60
46437	REPAIRS/BEACH BLVD	09556875 - 562900	50622	11003624	\$1,764.21
46438	POINT PARK RIP RAP	09556875 - 562900	50612	11003625	\$1,512.50
46619	RIVERFRONT/LIVE OAK REDEVELOPMENT	10041075 - 568440	30902	11003660	\$3,064.88
46757	LIGHTHOUSE RESTORATION	10041075 - 568440	71006	11002281	\$2,677.50
46795	REVITALIZATION LOWRY ISLAND	10041075 - 568440	11009	11003757	\$8,340.00
46797	HESTER/FOREST ST DRAINAGE	10041075 - 568440	70904	11003758	\$3,782.50
46798	LIGHTHOUSE RESTORATION	10041075 - 568440	71006	11003759	\$4,842.50
46776	CITY WIDE SEWER EVALUATION	40067380 - 578400	91101	11003687	\$5,000.00
46777	SEWER RELOCATION	40067380 - 578400		11003688	\$597.50
46808	WATER POLLUTION CONTROL PERMIT	45068075 - 555700		11003697	\$285.00
46809	STORM DAMAGE/TRANSFER STATION	45068075 - 555700		11003697	\$115.00
46809	STORM DAMAGE/TRANSFER STATION	47568275 - 555700		11003697	\$285.00
46810	ROOF PANEL/TRANSFER STATION	47568275 - 555700		11003697	\$200.00
<b>VENDOR TOTAL:</b>					<b>\$139,132.59</b>
<b>CONSOLIDATED PIPE &amp; SUPPLY CO INC</b>					
46439	MISC PARTS/LAKE AVE PROJECT	40067280 - 578300		11003532	\$1,744.00
46440	MEGALUG	40067280 - 578300		11003388	\$30.00
46441	GATE VALVES/MJ TEE/VALVE BOX	40067280 - 578300		11003388	\$2,036.00
46442	MEGALUG/VALE BOXES	40067280 - 578300		11003477	\$1,510.00
46443	TAPPING SLEEVE/MJ GATE VALVE	40067270 - 552820		11003429	\$2,110.00
46444	MJ CAP/MJ PLUGS/MEGALUG	40067280 - 578300		11003352	\$387.00
46445	MJ TEE/MJ PLUG/MEGALUG/VALVES	40067280 - 578300		11003352	\$999.00
46446	HYMAX CPLG/STOCK	40067270 - 552820		11003428	\$740.00
46447	BEND/MEGALUG ACCY	40067270 - 552820		11003238	\$638.00
46448	MJ 90/LAKE AVENUE PROJECT	40067280 - 578300		11003406	\$225.00
46620	MEGALUG	40067280 - 578300		11003566	\$360.00
46621	MEGALUG/MJ ACCY	40067280 - 578300		11003576	\$387.00
46622	MJ PLUG/MJ CAP/MEGALUG ASSY	40067280 - 578300		11003582	\$268.00
46635	GATE VALVES/MEGALUGS/TEES	40067280 - 578300		11003389	\$533.00
46636	GATE VALVES/MEGALUGS/TEES	40067280 - 578300		11003389	\$2,212.00

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$14,179.00</b>
<b>CONTROL SYSTEMS INC</b>					
46745	ANTENNA PROTECTOR	40067275 - 562880		11003617	\$227.48
46746	RELAY/SEARSTOWN LIFT STATION	40067370 - 552850		11003629	\$809.94
<b>VENDOR TOTAL:</b>					<b>\$1,037.42</b>
<b>CRIME TARGET SECURITY SYSTEMS</b>					
46624	SECURITY MONITORING/FIRING RANGE	01015575 - 562900		11001433	\$15.00
46625	SECURITY MONITORING/CONCESSION	01030175 - 568006		11000215	\$23.00
46626	SECURITY MONITORING/ART DEPOT	01030075 - 568006		11000147	\$10.00
46647	SECURITY MONITORING/SR CTR	01030075 - 568006		11000214	\$23.00
<b>VENDOR TOTAL:</b>					<b>\$71.00</b>
<b>CUMBEST CUMBEST HUNTER &amp; MCCORMICK</b>					
46449	TITLE OPINION/MCLELLAN BUILDING	01006075 - 555400		11003606	\$350.00
<b>VENDOR TOTAL:</b>					<b>\$350.00</b>
<b>DANNY BEAUCHAMPS AUTO &amp; WRECKER</b>					
46451	REPAIRS/2006 FORD F150	01030175 - 562600		11003601	\$477.48
<b>VENDOR TOTAL:</b>					<b>\$477.48</b>
<b>DCD CONSTRUCTION</b>					
46758	CDBG SIDEWALKS	10041075 - 568440	71016	11003506	\$6,000.00
46758		10041075 - 568440	70905	11003506	\$39,627.74
<b>VENDOR TOTAL:</b>					<b>\$45,627.74</b>
<b>DECCO INC</b>					
46452	WATER PLANT PARTS	40067275 - 562880		11003431	\$1,103.35
<b>VENDOR TOTAL:</b>					<b>\$1,103.35</b>
<b>DELTA WORLD TIRE</b>					
46453	REPAIRS/PR-1	01030175 - 562600		11003534	\$48.55
46744	TIRE REPAIRS	01030175 - 562600		11003600	\$78.10
<b>VENDOR TOTAL:</b>					<b>\$126.65</b>
<b>DIXIE GLASS &amp; TRIM SHOP</b>					
46454	DISPLAY CASE/NATURE CENTER	01030170 - 551900		11003444	\$80.00
<b>VENDOR TOTAL:</b>					<b>\$80.00</b>
<b>DIXIE RUBBER &amp; BELTING COMPANY</b>					
46640	ORING KIT/GRAPPLE REPAIR	47568275 - 562610		11003525	\$19.90
<b>VENDOR TOTAL:</b>					<b>\$19.90</b>

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>DOGWOOD CERAMIC SUPPLY</b>					
46455	CLAY/SENIOR CENTER	01030070 - 551401		11003551	\$336.00
<b>VENDOR TOTAL:</b>					<b>\$336.00</b>
<b>DPS CRIME LAB</b>					
46456	CRIME LAB FEES	01011075 - 568110		11003574	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<b>ECO-SYSTEMS, INC</b>					
46457	4/11 PROFESSIONAL SERVICES	01019075 - 555900		11003556	\$1,474.73
46755	GREASE TRAP ORDINANCE	01018075 - 568950		11003335	\$58.80
<b>VENDOR TOTAL:</b>					<b>\$1,533.53</b>
<b>EQUIPMENT CONTROLS COMPANY INC</b>					
46458	GAS METERS/AMR PROJECT	40067480 - 578500	30901	11003393	\$3,230.85
<b>VENDOR TOTAL:</b>					<b>\$3,230.85</b>
<b>F J TURNER COMPANY INC</b>					
46459	RISER RINGS	40067370 - 552860		11003395	\$2,210.00
<b>VENDOR TOTAL:</b>					<b>\$2,210.00</b>
<b>FEDERAL EXPRESS CORP</b>					
46460	RETURN SHIPPING/BADGE PRINTER	01008070 - 550000		11003508	\$49.68
46461	RETURN SHIPPING/ZEBRA BADGE PRTR	01007070 - 550000		11003513	\$116.11
<b>VENDOR TOTAL:</b>					<b>\$165.79</b>
<b>FINE PAPER INC</b>					
46629	COPY PAPER	01018070 - 550020		11003580	\$67.80
<b>VENDOR TOTAL:</b>					<b>\$67.80</b>
<b>FLAGSTAR CONSTRUCTION CO INC</b>					
** 46354	POLICE TRAINING ACADEMY	09556875 - 562900	50606	10001178	\$2,912.00
<b>VENDOR TOTAL:</b>					<b>\$2,912.00</b>
<b>FUELMAN OF MS</b>					
46462	5/9-11/11 FUEL USAGE	01010070 - 551300		11003567	\$4,462.81
46462		01016070 - 551300		11003567	\$154.44
46462		01016170 - 551300		11003567	\$511.76
46462		01018070 - 551300		11003567	\$195.50
46462		01020170 - 551300		11003567	\$760.25
46462		01024070 - 551300		11003567	\$39.28
46462		01024170 - 551300		11003567	\$271.41
46462		01025070 - 551300		11003567	\$77.32
46462		01030170 - 551300		11003567	\$671.49

\*\* Indicates pre-issue check.

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46630	5/16-22/11 FUEL USAGE	01004070 - 551300		11003662	\$41.93
46630		01010070 - 551300		11003662	\$4,271.97
46630		01016070 - 551300		11003662	\$22.80
46630		01016170 - 551300		11003662	\$698.09
46630		01018070 - 551300		11003662	\$105.75
46630		01020170 - 551300		11003662	\$902.39
46630		01024070 - 551300		11003662	\$58.99
46630		01024170 - 551300		11003662	\$212.23
46630		01025070 - 551300		11003662	\$189.74
46630		01030070 - 551300		11003662	\$42.78
46630		01030170 - 551300		11003662	\$410.42
46462	5/9-11/11 FUEL USAGE	40065070 - 551300		11003567	\$90.60
46462		40067170 - 551300		11003567	\$242.47
46462		40067270 - 551300		11003567	\$438.34
46462		40067370 - 551300		11003567	\$324.13
46462		40067470 - 551300		11003567	\$657.38
46630	5/16-22/11 FUEL USAGE	40065070 - 551300		11003662	\$41.14
46630		40067170 - 551300		11003662	\$89.06
46630		40067270 - 551300		11003662	\$681.14
46630		40067370 - 551300		11003662	\$689.27
46630		40067470 - 551300		11003662	\$479.44
46462	5/9-11/11 FUEL USAGE	47568270 - 551300		11003567	\$72.16
46630	5/16-22/11 FUEL USAGE	47568270 - 551300		11003662	\$14.74
46462	5/9-11/11 FUEL USAGE	48068570 - 551300		11003567	\$227.03
46630	5/16-22/11 FUEL USAGE	48068570 - 551300		11003662	\$16.82
<b>VENDOR TOTAL:</b>					<b>\$18,165.07</b>

**GENSCO AMERICA INC**

46637	EXCLUSION VALVE	47568275 - 562610		11002800	\$1,994.00
<b>VENDOR TOTAL:</b>					<b>\$1,994.00</b>

**GEOGRAPHIC COMPUTER TECHNOLOGIES**

46472	GIS WEBSITE HOSTING	01008075 - 555900		11000499	\$300.00
<b>VENDOR TOTAL:</b>					<b>\$300.00</b>

**GEORGES AUTO SERVICE INC**

46463	INSPECTION STICKER/PR-20/PR-27	01030075 - 562600		11001599	\$10.00
<b>VENDOR TOTAL:</b>					<b>\$10.00</b>

**GILL CONTRACTORS**

46788	DWNTWN PROPERTIES/FACADE GRANT	10041075 - 568440	70906	11003682	\$18,774.59
<b>VENDOR TOTAL:</b>					<b>\$18,774.59</b>

**GRAHAM CONSTRUCTION COMPANY INC**

46464	FLUORIDATION	10041075 - 568440	11013	11002977	\$11,420.00
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\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46725	S-32 CHIPLEY WASTEWATER TRANS	10041075 - 568440	10806	10000305	\$2,850.00
46726	W-26 CHIPLEY WATER TRANS	10041075 - 568440	10802	10000304	\$87,102.65
46466	STORM DRAINS INSTALLED/CHIPLEY	30560575 - 562400	90221	11003591	\$7,401.00
46782	STORM DRAINS INSTALLED/CHIPLEY	30560575 - 562400	90221	11003689	\$14,255.00
46465	WATER LINES INSTALLED/LAKE AVE	40067280 - 578300		11003592	\$10,710.00
46780	WATER LINES INSTALLED/LAKE AVE	40067280 - 578300		11003690	\$12,610.00
<b>VENDOR TOTAL:</b>					<b>\$146,348.65</b>
<hr/>					
<b>GT DEVELOPMENT &amp; CONTRACTIN</b>					
46724	FRONT ST/RIVERFRONT	10041075 - 568440	30902	11002879	\$38,902.50
46724		10041075 - 568440	70405	11002879	\$200,724.17
<b>VENDOR TOTAL:</b>					<b>\$239,626.67</b>
<hr/>					
<b>HANSON HEIDELBERG CEMENT GROUP</b>					
46627	PIPE/ CHIPLEY PROJECT	30560575 - 562400	90221	11003400	\$3,501.12
46628	PIPE/ CHIPLEY PROJECT	30560575 - 562400	90221	11003400	\$1,873.44
<b>VENDOR TOTAL:</b>					<b>\$5,374.56</b>
<hr/>					
<b>CRYSTAL HARVILL</b>					
46743	ZUMBA INSTRUCTOR	01030175 - 568950		11003641	\$283.25
<b>VENDOR TOTAL:</b>					<b>\$283.25</b>
<hr/>					
<b>HAYGOODS INDUSTRIAL ENGRAVERS</b>					
46467	OFFICE NAME PLATES	01010070 - 551900		11003575	\$186.00
46638	RIBBONS/HERSHEY TRACK	01030170 - 553100		11003447	\$25.00
<b>VENDOR TOTAL:</b>					<b>\$211.00</b>
<hr/>					
<b>HEIDELBERG &amp; ASSOCIATES INC</b>					
46631	APPRAISAL/SUSSMAN PROPERTY	01040475 - 555900		11003661	\$950.00
<b>VENDOR TOTAL:</b>					<b>\$950.00</b>
<hr/>					
<b>HOME OF GRACE CORPORATION</b>					
46386	GOLF/ADV RESOURCES/CITY	01000175 - 567000		11003581	\$250.00
<b>VENDOR TOTAL:</b>					<b>\$250.00</b>
<hr/>					
<b>INTERNATIONAL CODE COUNCIL</b>					
46742	FP BOOKS	05016870 - 551910		11002387	\$306.50
46761	MEMBERSHIP RENEWAL/S MITCHELL	40065070 - 551000		11003701	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$406.50</b>
<hr/>					
<b>J H WRIGHT &amp; ASSOCIATES</b>					
46760	REPAIRS/SERVICE PUMP	40067275 - 562880		11002794	\$400.00
<b>VENDOR TOTAL:</b>					<b>\$400.00</b>

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>JACKSON CO ADULT DETENTION CENTER</b>					
46473	PRISONER MEALS	01011570 - 551700		11003523	\$2,014.35
<b>VENDOR TOTAL:</b>					<b>\$2,014.35</b>
<b>JERRYS AUTO ELECTRIC</b>					
46468	TRANSMISSION/B-7	01024175 - 562600		11003605	\$545.00
<b>VENDOR TOTAL:</b>					<b>\$545.00</b>
<b>JOHN FAYARD MOVING &amp; WAREHOUSE LLC</b>					
46754	STEEL STORAGE CONTAINER	01024070 - 552450		11000940	\$125.00
<b>VENDOR TOTAL:</b>					<b>\$125.00</b>
<b>K &amp; R SERVICES</b>					
46469	REPAIR GENERATOR/BC FIRE DEPT	01016775 - 562900		11003411	\$1,643.44
<b>VENDOR TOTAL:</b>					<b>\$1,643.44</b>
<b>KEY GOVERNMENT FINANCE, INC</b>					
46470	CISCO SMARTNET LEASE	01008075 - 562000		11000267	\$1,346.28
<b>VENDOR TOTAL:</b>					<b>\$1,346.28</b>
<b>KING'S INC</b>					
46471	BATTERY MAINTAINER	01016570 - 552020		11003561	\$70.98
46639	VEHICLE MAINTENANCE/PLANNING	01018075 - 562600		11003420	\$399.15
<b>VENDOR TOTAL:</b>					<b>\$470.13</b>
<b>KOCH AND WILSON ARCHITECTS</b>					
46779	STRUCTURES REPORT LAPOINTE	10041075 - 568440	20903	11003681	\$34,500.00
<b>VENDOR TOTAL:</b>					<b>\$34,500.00</b>
<b>LEWIS PRINTING</b>					
46632	CONSUMER CONFIDENCE REPORT	40067275 - 559000		11003430	\$2,937.12
<b>VENDOR TOTAL:</b>					<b>\$2,937.12</b>
<b>LOCKARD &amp; WILLIAMS INSUR SERV PA</b>					
46474	6/11 ADMIN FEES	50050075 - 568011			\$44,732.36
46753	5/10-31/11 CLAIMS RUN	50050075 - 568010			\$135,536.50
<b>VENDOR TOTAL:</b>					<b>\$180,268.86</b>
<b>LOWES HOME CENTERS INC</b>					
46641	SMALL TOOLS	01018070 - 553000		11003407	\$51.30
46642	TERMITE SPRAY/DOWNTOWN	01024170 - 552300		11003540	\$41.91
46643	MISC SUPPLIES	01024170 - 551900		11003533	\$96.94
46644	WATER HOSES/SPRINKLERS	01024170 - 552300		11003547	\$321.93
46728	BUILDING SUPPLIES	01015570 - 552200		11002679	\$37.64

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46729	BUILDING SUPPLIES	01015570 - 552200		11002679	\$151.11
46730	BUILDING SUPPLIES	01015570 - 552200		11002679	\$10.24
46731	BUILDING SUPPLIES	01015570 - 552200		11002679	\$-59.94
46732	POTS/PLANTS	01020170 - 552300		11003415	\$142.20
46733	POTS/PLANT	01020170 - 552300		11003415	\$90.30
46735	PINE STRAW/NATURE CENTER	01030170 - 551900		11003635	\$23.94
46736	PINE STRAW/NATURE CENTER	01030170 - 551900		11003635	\$23.94
46737	PINE STRAW/ NATURE CENTER	01030170 - 551900		11003635	\$31.92
46738	LATEX GLOVES	01030170 - 551900		11003584	\$22.46
46739	PINE STRAW	01030170 - 551900		11003584	\$19.95
46740	SPRINKLER	01030170 - 551900		11003584	\$21.92
46741	MISC SUPPLIES	01030170 - 551900		11003584	\$22.95
46790	RETURN PLANTS	01020170 - 552300		11003415	\$-7.98
46645	MATERIALS/SCRANTON MUSEUM	10041075 - 568400	11005	11002667	\$175.65
46646	MATERIALS/SCRANTON MUSEUM	10041075 - 568400	11005	11002667	\$48.91
<b>VENDOR TOTAL:</b>					<b>\$1,267.29</b>
<hr/>					
<b>M &amp; E FEED &amp; SEED</b>					
46648	K-9 DOG FOOD	01011270 - 551470		11003643	\$91.98
<b>VENDOR TOTAL:</b>					<b>\$91.98</b>
<hr/>					
<b>MAGNOLIA CASUAL</b>					
46768	HISTORIC BANNERS	10041075 - 568440	70906	11003767	\$369.72
<b>VENDOR TOTAL:</b>					<b>\$369.72</b>
<hr/>					
<b>MALLETTE BROTHERS CONSTRUCTION INC</b>					
46718	WHITE WASHED SAND	01020170 - 552500		11003222	\$2,482.50
46718	WHITE WASHED SAND	30560575 - 562400	90221	11003222	\$2,482.50
46718	WHITE WASHED SAND	40067280 - 578300		11003222	\$2,482.50
46718	WHITE WASHED SAND	40067380 - 578400		11003222	\$2,482.50
<b>VENDOR TOTAL:</b>					<b>\$9,930.00</b>
<hr/>					
<b>METRO CONCRETE LLC</b>					
46824	CONCRETE/OLIVER ST	01020175 - 562425		11003359	\$492.00
46825	CONCRETE/OLIVER ST	01020175 - 562425		11003359	\$492.00
46826	CONCRETE/OLIVER ST	01020175 - 562425		11003359	\$490.00
46827	CONCRETE/PALMETTTO	01020175 - 562425		11003359	\$296.00
46828	CONCRETE/KING JAMES	01020175 - 562425		11003359	\$394.00
46829	CONCRETE/INCINERATOR	01020175 - 562425		11003359	\$1,960.00
46830	CONCRETE/INCINERATOR	01020175 - 562425		11003359	\$2,254.00
<b>VENDOR TOTAL:</b>					<b>\$6,378.00</b>
<hr/>					
<b>MID SOUTH UNIFORM &amp; SUPPLY INC</b>					
46649	BADGES	01010075 - 567420		11002526	\$874.08
46699	UNIFORMS	01010070 - 551500		11003347	\$829.73

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$1,703.81</b>
<b>MILLERS NURSERY</b>					
46475	MARIGOLDS/SUNFLOWERS	01024170 - 552300		11003612	\$64.00
46476	FERNS/MARIGOLDS	01024170 - 552300		11003557	\$470.50
<b>VENDOR TOTAL:</b>					<b>\$534.50</b>
<b>MISSISSIPPI DEVELOPMENT AUTHORITY</b>					
46765	EECBG GRANT-RETURN FUNDS	10041075 - 568400	11008	11003763	\$19,136.90
<b>VENDOR TOTAL:</b>					<b>\$19,136.90</b>
<b>MISSISSIPPI JR MISS PROGRAM INC</b>					
46385	ADV RESOURCES/CITY	01000175 - 567000		11003585	\$250.00
<b>VENDOR TOTAL:</b>					<b>\$250.00</b>
<b>MS DEPT OF INFORMATION TECHNOLOGY SVC</b>					
46477	NCIC SERVICE/ FEES	01010575 - 563050		11003517	\$224.00
<b>VENDOR TOTAL:</b>					<b>\$224.00</b>
<b>MS GULF COAST REGIONAL WASTEWATER</b>					
46651	04/11 WASTEWATER SERVICES	40067375 - 561500		11000614	\$149,658.00
<b>VENDOR TOTAL:</b>					<b>\$149,658.00</b>
<b>MS PRESS REGISTER INC</b>					
46478	NOTICE: BID/JULY FIREWORKS	01009975 - 558000		11003598	\$71.94
46479	NOTICE: RFP/TRANSFER SOLID WASTE	01009975 - 558000		11003521	\$56.10
46480	NOTICE: BID/DEPOSITORY	01009975 - 558000		11002978	\$200.42
46481	05/30/11-05/30/12 SUBSCRIPTION	01010070 - 551000		11003644	\$108.00
<b>VENDOR TOTAL:</b>					<b>\$436.46</b>
<b>MUNICIPAL GAS AUTHORITY OF MS</b>					
46719	04/11 NATURAL GAS/SERVICES	40067475 - 574000		11003717	\$109,018.49
<b>VENDOR TOTAL:</b>					<b>\$109,018.49</b>
<b>NATIONAL GUARD ARMORY FUND</b>					
46653	06/11 MONTHLY CONTRIBUTION	01009975 - 567410		11000442	\$50.00
<b>VENDOR TOTAL:</b>					<b>\$50.00</b>
<b>NEALS METER REPAIR INC</b>					
46482	REBUILD GAS METERS	40067470 - 552830		11003586	\$4,262.58
<b>VENDOR TOTAL:</b>					<b>\$4,262.58</b>
<b>NORDAN SMITH WELDING SUPPLIES INC</b>					
46483	CYLINDER RENTAL	40067270 - 552530		11002933	\$71.73

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
**WARRANT 06/07/2011**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$71.73</b>
<hr/>					
<b>NOTARY PUBLIC UNDERWRITERS INC</b>					
46484	RENEWAL/SUMMERLIN	01006075 - 555400		11003569	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<hr/>					
<b>OFFICE DEPOT INC</b>					
46485	OFFICE SUPPLIES	01004070 - 550000		11003399	\$14.39
46486	OFFICE SUPPLIES	01004070 - 550000		11003399	\$43.60
46486		01005070 - 550000		11003399	\$4.60
46486		01005570 - 550000		11003399	\$3.76
46486		01024170 - 550000		11003399	\$3.76
46487	INK/TONER	01008070 - 550100		11003421	\$253.32
46488	OFFICE SUPPLIES	01005570 - 550000		11003442	\$1.69
46489	OFFICE SUPPLIES	01007070 - 550000		11003442	\$54.90
46490	COLOR COPY PAPER	01006070 - 550000		11003570	\$4.77
46654	OFFICE SUPPLIES	01016170 - 550000		11003402	\$69.27
46654		01016770 - 552200		11003402	\$66.00
46655	OFFICE SUPPLIES	01030170 - 550000		11003527	\$125.41
46656	OFFICE SUPPLIES	01030170 - 550000		11003527	\$4.43
46813	INVITATIONS/SR CENTER	01030070 - 550000		11000469	\$37.79
46486	OFFICE SUPPLIES	40065070 - 550000		11003399	\$2.27
46491	MARKERS/NOTE PADS	40065070 - 550000		11003571	\$13.48
<b>VENDOR TOTAL:</b>					<b>\$703.44</b>
<hr/>					
<b>OFFICE WORLD INC</b>					
46492	SECURITY MIRROR/UTILITIES	40065270 - 551900		11003282	\$60.89
<b>VENDOR TOTAL:</b>					<b>\$60.89</b>
<hr/>					
<b>THE ORCHARD</b>					
46493	PINE STRAW/DWNTWN FLOWERBED	01024170 - 552300		11003558	\$177.60
46657	PINE STRAW	01024170 - 552300		11003611	\$745.92
<b>VENDOR TOTAL:</b>					<b>\$923.52</b>
<hr/>					
<b>O'REILLY AUTO PARTS</b>					
46700	TENSIONER/B-3	01024175 - 562600		11003703	\$67.97
46775	ANTI FREEZE/ST-9	01020175 - 562600		11003374	\$18.97
46778	HOSES/BELTS/OIL/ST-9	01020175 - 562600		11003374	\$150.41
46781	HOSE CLAMP/FUEL HOSE	01020175 - 562600		11003374	\$17.88
46786	WATER PUMP/FUEL HOSE	01020175 - 562600		11003374	\$66.29
46658	MOTOR OIL/WIPER BLADES	40067375 - 562610		11003092	\$13.71
46659	ACCESS RELAY/MANIFOLD	40067375 - 562610		11003092	\$61.24
46660	CHAIN LUB/MOTOR OIL/FUEL HOSE	40067375 - 562610		11003092	\$171.58
46661	GEAR OIL/ANTIFREEZE	40067375 - 562610		11003092	\$125.90
46662	REPAIR PARTS/U-20	40067175 - 562600		11003417	\$151.63

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46663	PUMP/G-14	40067475 - 562600		11003093	\$11.99
46664	TIERODS/SWAYLINK/G-14	40067475 - 562600		11003093	\$36.23
46665	FUEL PUMP/G-2	40067475 - 562600		11003418	\$17.60
46666	FUEL PUMP/G-2	40067475 - 562600		11003418	\$195.51
46667	ALTERNATOR/ S-10	40067275 - 562610		11003597	\$201.14
46668	ALTERNATOR/S-10	40067275 - 562610		11003597	\$-30.00
<b>VENDOR TOTAL:</b>					<b>\$1,278.05</b>
<hr/>					
<b>PANDLE INC</b>					
46669	HOT MIX ASPHALT	01020175 - 562420		11002891	\$2,976.00
46835	HOT MIX ASPHALT	01020175 - 562420		11003350	\$1,616.00
<b>VENDOR TOTAL:</b>					<b>\$4,592.00</b>
<hr/>					
<b>PASCAGOULA GIRLS SOFTBALL</b>					
46670	OFFICIALS PAY	01030175 - 568030		11003655	\$1,435.50
<b>VENDOR TOTAL:</b>					<b>\$1,435.50</b>
<hr/>					
<b>PASCAGOULA TIRE AND SERVICE INC</b>					
46701	TIRES/UNIT-12520	01010070 - 552100		11003358	\$444.00
46702	TIRES/UNIT-12481	01010070 - 552100		11003358	\$444.00
46703	TIRES/UNIT-12519	01010070 - 552100		11003358	\$444.00
46704	TIRES/ UNIT-12061	01010070 - 552100		11003358	\$438.20
46705	TIRES/UNIT-12501	01010070 - 552100		11003358	\$222.00
<b>VENDOR TOTAL:</b>					<b>\$1,992.20</b>
<hr/>					
<b>PET HARBOR</b>					
46494	K-9 MEDICAL SUPPLY	01010070 - 550120		11003512	\$44.50
<b>VENDOR TOTAL:</b>					<b>\$44.50</b>
<hr/>					
<b>POSMICRO.COM</b>					
46671	CASH DRAWERS/UTILITIES	40067070 - 552200		11002935	\$420.00
<b>VENDOR TOTAL:</b>					<b>\$420.00</b>
<hr/>					
<b>PRECISION DELTA CORP</b>					
46672	AMMUNITION	01010070 - 551600		11000959	\$5,695.40
46673	AMMUNITION	01010070 - 551600		11000959	\$185.00
46674	AMMUNITION	01010070 - 551600		11000959	\$407.00
46675	AMMUNITION	01010070 - 551600		11000959	\$2,289.00
<b>VENDOR TOTAL:</b>					<b>\$8,576.40</b>
<hr/>					
<b>PRECISION PRODUCTS INC</b>					
46677	STEEL DIAMOND PLATE/ MARKET ST	01020170 - 552500		11003529	\$268.52
46676	SUPPLIES/FLOATING MUSEUM	10041075 - 568400	11005	11003469	\$214.92
<b>VENDOR TOTAL:</b>					<b>\$483.44</b>

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>RAINBOW SKATING CENTER</b>					
46706	SKATING/SUMMER CAMP	01030175 - 567000		11003636	\$480.00
<b>VENDOR TOTAL:</b>					<b>\$480.00</b>
<b>REDD PEST CONTROL</b>					
46496	ANNUAL RENEWAL/LIBRARY	01009075 - 562110		11003618	\$750.00
<b>VENDOR TOTAL:</b>					<b>\$750.00</b>
<b>RICOH AMERICAS CORPORATION</b>					
46497	01/11-03/11 USAGE	01010075 - 562030		11003516	\$14.69
<b>VENDOR TOTAL:</b>					<b>\$14.69</b>
<b>SAM'S CLUB</b>					
46707	SNACKS/SUMMER CAMP	01030175 - 567000		11003649	\$403.61
46814	GROCERIES/SR CENTER	01030075 - 567000		11003723	\$347.46
<b>VENDOR TOTAL:</b>					<b>\$751.07</b>
<b>SCI INC</b>					
46815	PASC ST/INGALLS/US90	01020180 - 578000	30801	11001394	\$35,437.00
<b>VENDOR TOTAL:</b>					<b>\$35,437.00</b>
<b>SHERWIN WILLIAMS COMPANY</b>					
46499	PAINT/FIELD 2 PRESS BOX	01030170 - 552200		11003550	\$182.33
46500	PAINT/AJ RESTROOM	01030170 - 552200		11003376	\$184.77
<b>VENDOR TOTAL:</b>					<b>\$367.10</b>
<b>SHRED IT</b>					
46501	DOCUMENT SHREDDING FEES	01015575 - 562900		11003518	\$50.00
<b>VENDOR TOTAL:</b>					<b>\$50.00</b>
<b>SIMPLY GROWN LAWN &amp; LANDSCAPE</b>					
46507	HANGING BASKETS/DOWNTOWN	01024170 - 552300		11003610	\$239.40
46708	WATER BAGS/HOSPITAL RD	01024170 - 552330	21101	11003749	\$1,950.00
<b>VENDOR TOTAL:</b>					<b>\$2,189.40</b>
<b>SINGING RIVER SOCCER CLUB</b>					
46678	OFFICIALS PAY	01030175 - 568030		11003492	\$1,860.00
<b>VENDOR TOTAL:</b>					<b>\$1,860.00</b>
<b>SINK OR SWIM</b>					
46508	VACCUM POOL/AJ CENTER	01030175 - 562900		11003543	\$100.00
46515	SEA-KLEAR ALGAECIDE/ AJ POOL	01030170 - 551900		11003455	\$210.70
46709	VACUUM POOL/AJ CENTER	01030175 - 562900		11003713	\$100.00

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$410.70</b>
<b>SOILTECH CONSULTANTS</b>					
46516	TEST/PREP PARKING LOT	01030175 - 555900		11002880	\$700.00
<b>VENDOR TOTAL:</b>					<b>\$700.00</b>
<b>SOUTHERN FINANCIAL SYSTEMS INC</b>					
46518	04/16/11-04/30/11 COURT COLLECTION	01000030 - 432800		11003494	\$218.75
46519	04/01/11-05/04/11 COLLECTION FEES	40000050 - 434400		11003538	\$12.14
46834	11/1/10 - 12/2/10 COLLECTION CHGS	40000050 - 434400		11003631	\$367.52
<b>VENDOR TOTAL:</b>					<b>\$598.41</b>
<b>SOUTHERN PIPE &amp; SUPPLY CO INC</b>					
46710	PLUMBING SUPPLIES	01015570 - 552200		11003256	\$9.36
46711	PLUMBING SUPPLIES	01015570 - 552200		11003256	\$27.73
<b>VENDOR TOTAL:</b>					<b>\$37.09</b>
<b>SOUTHERN RUBBER &amp; SPECIALTIES INC</b>					
46517	TUBING POLYETH	40067275 - 562880		11003564	\$25.00
<b>VENDOR TOTAL:</b>					<b>\$25.00</b>
<b>SOUTHWEST ENGINEERS</b>					
46679	WASH/WAX	01016770 - 551420		11003403	\$72.00
<b>VENDOR TOTAL:</b>					<b>\$72.00</b>
<b>SPORTS CONDUCTOR, LLC</b>					
46680	ON LINE REGISTRATION FEES	01030175 - 568950		11003608	\$206.70
<b>VENDOR TOTAL:</b>					<b>\$206.70</b>
<b>STANDARD PARTS OF JACKSON CO INC</b>					
46520	RADIATOR CAP/ZEREX/S-14	40067375 - 562600		11002969	\$18.67
46521	SPARK PLUGS/WIRES/ G-6	40067475 - 562600		11003549	\$60.50
46522	IGNITION COIL/G-6	40067475 - 562600		11003613	\$42.49
<b>VENDOR TOTAL:</b>					<b>\$121.66</b>
<b>STAPLES OFFICE SUPPLY</b>					
46774	MAILING LABELS/ CCR LABELS	40067270 - 551900		11003423	\$77.97
46773	OFFICE SUPPLIES	47568270 - 550000		11003754	\$135.77
<b>VENDOR TOTAL:</b>					<b>\$213.74</b>
<b>STEINER SAW &amp; MOWER</b>					
46523	CHAIN SAW	05016870 - 553000		11003486	\$1,290.00
<b>VENDOR TOTAL:</b>					<b>\$1,290.00</b>

\*\* Indicates pre-issue check.

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>STITCHES BY LEE</b>					
46524	PRINTING/ EMBROIDERY FEES	01010075 - 559000		11002962	\$84.00
46525	UNIFORM SHIRTS	01010070 - 551500		11002574	\$2,413.35
<b>VENDOR TOTAL:</b>					<b>\$2,497.35</b>
<b>SYSTEM SCALES</b>					
46681	PRINTER RIBBON	47568275 - 562610		11003327	\$67.79
<b>VENDOR TOTAL:</b>					<b>\$67.79</b>
<b>T &amp; R SUPPLY</b>					
46682	MANCOVER LIFTS	40067370 - 552860		11003233	\$389.81
<b>VENDOR TOTAL:</b>					<b>\$389.81</b>
<b>TALLEY CONTRACTING INC</b>					
46526	RED CLAY	01020170 - 552500		11003166	\$975.00
46526	RED CLAY	40067270 - 552820		11003166	\$975.00
46526		40067370 - 552860		11003166	\$975.00
46526		40067470 - 552840		11003166	\$975.00
<b>VENDOR TOTAL:</b>					<b>\$3,900.00</b>
<b>TEAM ONE COMMUNICATIONS INC</b>					
46527	ANTENNA REPAIRS/ PARTS	01016170 - 553500		11003412	\$222.00
<b>VENDOR TOTAL:</b>					<b>\$222.00</b>
<b>TEKLINKS</b>					
46683	06/11 TEKFILTER	01008075 - 562010		11000233	\$230.00
46817	CISCO UCS PARTS/ SERVERS	01008070 - 550100		11003602	\$6,184.42
46817		01008075 - 562000		11003602	\$453.26
46817		01008080 - 578700		11003602	\$3,255.06
<b>VENDOR TOTAL:</b>					<b>\$10,122.74</b>
<b>TERRY MILLER,</b>					
46650	DEED/EASEMENTS RECORDED	01006075 - 555400		11003607	\$73.00
<b>VENDOR TOTAL:</b>					<b>\$73.00</b>
<b>THOMSON WEST</b>					
46528	04/05/11-05/04/11 CIV RIGHTS LIAB	01006070 - 550200		11003568	\$396.50
<b>VENDOR TOTAL:</b>					<b>\$396.50</b>
<b>TRITON WATER TECHNOLOGIES INC</b>					
46831	PROGRESS BILLING/METER INSTALL	40067280 - 578300	30901	11000331	\$38,890.56
46832	PROGRESS BILLING/METER INSTALL	40067280 - 578300	30901	11000331	\$52,144.12
<b>VENDOR TOTAL:</b>					<b>\$91,034.68</b>

\*\* Indicates pre-issue check.

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**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>TURF MASTERS</b>					
46712	05/11 FERT/WEED/PEST CONTROL	01030175 - 562890		11003694	\$2,806.25
46713	05/11 CONTRACT LINING	01030175 - 562890		11003694	\$4,264.00
46720	04/08/11-05/22/11 AGMT 1/MOWING	01024175 - 562300		11003714	\$29,742.22
46721	04/18/11-05/22/11 AGMT 2/MOWING	01024175 - 562300		11003715	\$55,586.26
46721		01030175 - 568005		11003715	\$1,563.15
46722	04/18/11-05/22/11 MOWING	01024175 - 562300		11003716	\$12,375.00
<b>VENDOR TOTAL:</b>					<b>\$106,336.88</b>
<b>JACLYN TURNER</b>					
46529	TUITION REIMBURSEMENT	01007075 - 557700		11003603	\$2,251.10
<b>VENDOR TOTAL:</b>					<b>\$2,251.10</b>
<b>TYLER TECHNOLOGIES INC</b>					
46530	PI IMPLEMENTATION APR11-14	01008075 - 555900		11003524	\$1,042.00
46531	05/11 COURT SOFTWARE MAINT	01008075 - 562010		11000552	\$644.00
<b>VENDOR TOTAL:</b>					<b>\$1,686.00</b>
<b>UNI-COPY CORPORATION OF LA INC</b>					
46532	05/07/11-06/07/11 USAGE	01018075 - 562095		11003578	\$252.61
<b>VENDOR TOTAL:</b>					<b>\$252.61</b>
<b>UNITED SITE SERVICE OF MS LLC</b>					
46536	PORT-O-LET/RIVER PARK	01030175 - 563050		11003555	\$90.00
46537	PORT-O-LETS/BASEBALL FIELD	01030175 - 563050		11003554	\$164.00
46538	PORT-O-LETS/RIVER PARK	01030175 - 563050		11003542	\$164.00
46684	PORT O LETS/POINT PARK	01030175 - 563050		11003637	\$82.00
46685	PORT O LET/WILSON PARK	01030175 - 563050		11003638	\$49.00
46686	PORT O LET/12TH ST	01030175 - 563050		11003639	\$90.00
<b>VENDOR TOTAL:</b>					<b>\$639.00</b>
<b>UNITED STATES POSTMASTER</b>					
46714	POSTAGE/WATER QUALITY REPORTS	40065575 - 556500		11003710	\$1,500.00
46833	POSTAGE/UTILITY BILLS	40065575 - 556500		11003768	\$15,000.00
<b>VENDOR TOTAL:</b>					<b>\$16,500.00</b>
<b>THE UPS STORE</b>					
46534	SHIPPING	01007070 - 550410		11003285	\$12.67
46715	SHIPPING	01010075 - 557800		11003620	\$147.01
46535	SHIPPING	40067475 - 557800		11003285	\$62.86
<b>VENDOR TOTAL:</b>					<b>\$222.54</b>
<b>UTILITY PARTNERS LLC</b>					
46687	05/11 DITCH MAINT	01024175 - 562340		11003301	\$22,336.67

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46688	05/11 PUBLIC WORKS CONTRACT	01020075 - 568960		11003287	\$17,120.69
46688		01020175 - 568960		11003287	\$68,482.76
46688		01024075 - 568960		11003287	\$42,801.73
46688		01024175 - 568960		11003287	\$22,827.59
46688	05/11 PUBLIC WORKS CONTRACT	40065075 - 568960		11003287	\$5,706.90
46688		40067275 - 568960		11003287	\$51,362.07
46688		40067375 - 568960		11003287	\$31,387.93
46688		40067475 - 568960		11003287	\$45,655.15
<b>VENDOR TOTAL:</b>					<b>\$307,681.49</b>
<hr/>					
<b>VALTEX</b>					
46689	LUBRICANT/VALVE FLUSH	40067470 - 552840		11003409	\$280.39
<b>VENDOR TOTAL:</b>					<b>\$280.39</b>
<hr/>					
<b>W A REYNOLDS WHOLESALE CO</b>					
46539	PAPER TOWELS	01018070 - 551900		11003562	\$103.60
46690	JANITORIAL SUPPLIES	40067270 - 552730		11003323	\$74.85
<b>VENDOR TOTAL:</b>					<b>\$178.45</b>
<hr/>					
<b>WADE IMAGING COMPANY</b>					
46691	05/11 CONTRACT BASE CHARGE	01009075 - 562030		11003604	\$321.00
46823	01/01/11-01/31/11 OVERAGE/CITY HALL	01009075 - 562030		11003751	\$252.55
46692	05/11 CONTRACT BASE CHARGE	40065275 - 562030		11003640	\$251.00
46822	01/01/11-01/31/11 OVERAGE/UTILITIES	40065275 - 562030		11003721	\$144.81
<b>VENDOR TOTAL:</b>					<b>\$969.36</b>
<hr/>					
<b>WALMART COMMUNITY</b>					
46693	JANITORIAL SUPPLIES	01016770 - 551420		11003456	\$120.81
46694	TENT/SPECIAL EVENTS	01030170 - 551900		11003509	\$129.00
46716	CAMERA CASES/MEM CARDS	01011270 - 551900		11003633	\$75.52
46717	SUPPLIES/TRACK EVENT	01030170 - 553100		11003449	\$56.14
46771	HARD DRIVE	01011070 - 550600		11003363	\$99.00
<b>VENDOR TOTAL:</b>					<b>\$480.47</b>
<hr/>					
<b>WARREN INC</b>					
46695	REPAIRS/ST-12	01020175 - 562610		11002642	\$2,900.00
<b>VENDOR TOTAL:</b>					<b>\$2,900.00</b>
<hr/>					
<b>WATER &amp; WASTE SPECIALTIES CO INC</b>					
46696	ANTISCALANT	40067270 - 552262		11003439	\$6,000.00
<b>VENDOR TOTAL:</b>					<b>\$6,000.00</b>
<hr/>					
<b>WHITEHEAD CONSTRUCTION CO INC</b>					
46723	LIMESTONE	01020170 - 552500		11003235	\$6,271.88
46789	LIMESTONE	01020170 - 552500		11003237	\$997.14

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
46723	LIMESTONE	30560575 - 562400	90221	11003235	\$6,271.88
46723	LIMESTONE	40067280 - 578300		11003235	\$6,271.86
46723		40067380 - 578400		11003235	\$6,271.88
<b>VENDOR TOTAL:</b>					<b>\$26,084.64</b>

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<b>WILLIAMS DISTRIBUTING LLC</b>					
46697	CAR WASH SUPPLIES	01010070 - 551900		11003519	\$66.00
<b>VENDOR TOTAL:</b>					<b>\$66.00</b>

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<b>WOLFE, MCDUFF &amp; OPPIE P.A.</b>					
46698	09 AUDIT FINAL BILL	01009975 - 555000		11003553	\$15,000.00
<b>VENDOR TOTAL:</b>					<b>\$15,000.00</b>

**GRAND TOTAL: \$1,904,950.79**

GENERAL FUND	<b>\$571,256.47</b>
FIRE INSURANCE REBATE FUND	<b>\$1,596.50</b>
HURRICANE KATRINA	<b>\$11,094.42</b>
COMMUNITY DEVELOPMENT FUND	<b>\$493,071.50</b>
BOND CAPITAL IMPROVEMENT	<b>\$35,784.94</b>
PASCAGOULA UTILITIES	<b>\$608,151.69</b>
ENERGY RECOVERY FACILITY	<b>\$400.00</b>
PASCAGOULA TRANSFER STATION	<b>\$3,082.56</b>
SOLID WASTE MANAGEMENT FUND	<b>\$243.85</b>
PASCAGOULA GROUP INSURANCE	<b>\$180,268.86</b>
<b>GRAND TOTAL</b>	<b>\$1,904,950.79</b>