

PASCAGOULA CITY COUNCIL
Regular Meeting –Tuesday, July 2, 2013, 6:00 P.M.

WELCOME AND CALL TO ORDER:

INVOCATION: Councilman Tadlock

PLEDGE OF ALLEGIANCE:

HEARINGS

- A. Resolution for property cleanup at 1908 11th Street, Lot on Krebs (40407036.000), 2102 Seneca, 2106 Seneca and 2112 Seneca

CONSENT AGENDA:*

- B. Minutes of recessed regular Council meeting of June 18, 2013
Recommended Action: adopt and approve minutes of Council meeting of June 18, 2013.
- C. Minutes of Pascagoula Redevelopment Authority meeting of May 10, 2013
Recommended Action: acknowledge receipt of minutes
- D. Advertising the resources of the City through the Boys & Girls Clubs of Jackson County 21st Annual Steak & Steak Dinner on July 11, 2013, at the Jackson County Civic Center in Pascagoula, MS, for a Mentor sponsorship of \$550.00. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501 (c) (3).
Recommended Action: approve advertising
- E. Advertise for Annual Bid #325 – Backflow Preventers
Recommended Action: approve and authorize City Clerk to advertise for Annual id #325 – Backflow Preventers.
- F. Neighbors Helping Neighbors Application – July 12, 2013, Funding Cycle
Recommended Action: authorize the City Manager to execute documents associated with application that requests \$2,500.00 for the Round Island Lighthouse. There is no match associated with this grant.
- G. Anchor Square Tenant Lease
Recommended Action: approve and authorize the Mayor to execute lease for Sophie McClain Unit K.
- H. Anchor Square Tenant Lease
Recommended Action: approve and authorize the Mayor to execute lease for Norma Nelson Unit M.
- I. Anchor Square Tenant Lease
Recommended Action: approve and authorize the Mayor to execute lease for Lisa Catchot Unit N.

- J. Strategic Plan Steering Committee Appointment
Recommended Action: acknowledge the appointment of Hanson Horn to the vacant Strategic Plan Steering Committee position. The Committee appointed Mr. Horn on June 20, 2013.
- K. Scranton Museum Security Monitoring Agreement
Recommended Action: approve and authorize the City Manager to execute a security monitoring agreement with Absolute Protection, Inc., for the Scranton Museum at River Park effective June 21, 2013 through June 20, 2014, with an automatic annual renewal. The fees are \$26.00 per month and include a cellular communication device along with the monthly monitoring fee.
- L. Memorandum of Understanding between the City and Signet Maritime Corporation for the use of City Facilities
Recommended Action: adopt MOU and authorize City Manager to execute documents.
- M. FY 2013 Local JAG Application
Recommended Action: permission to apply for the 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG). Pascagoula is eligible for \$11,613.00. The Police Department plans to use these funds to purchase 8 Tasers with holsters, batteries and cartridges (both training and duty).
- N. Amendment No. 1 for the Agreement for Professional Services for Lowry Island Redevelopment
Recommended Action: approve and authorize the City Manager to execute an amendment to the Agreement with Compton Engineering, Inc., in the amount of \$68,500.00. This amendment adds environmental permitting requirements, boundary descriptions, surveys, design work, additional phases and services during construction.

CITY MANAGER

- O. Appointment of a City Manager for the next four-year term.
- P. Appointment of a City Attorney for the next four-year term.
- Q. Appointment of a City Judge for the next four-year term.
- R. Appointment of a City Judge Pro-Tem for the next four-year term.
- S. Appointment of a City Prosecutor for the next four-year term.
- T. Appointment of a City Prosecutor Pro-Tem for the next four-year term.
- U. Appointment of a Mayor Pro- Tem for the next four-year term.
- V. Appoint Alternate to the Jackson County Economic Development Foundation.

CITY ATTORNEY

- W. Resolution Appointing Mississippi Municipal League 2013 Voting Delegates for the City of Pascagoula
Recommended Action: adopt Resolution

PARKS & RECREATIONS

- X. Point Park Funding
Recommended Action: approve recommendation of the Pascagoula Recreation Commission to allocate up to \$100,000.00 of the Hotel Tax Fund revenues to the first phase of the Point project, contingent upon the City Council allocating the additional \$215,000.00 to complete the funding for the parking and grassed areas of the project.
- Y. Award Bid for Point Park Site Improvements – Re-Bid
Recommended Actions: Accept Engineer's recommendation and award base bid schedule #1, 2, 3, 5, 6, & 7 for the construction of Point Park Site Improvements - Re-bid in the amount of \$1,414,896.91 to Knowles Construction, Inc. Also, accept change order #1 for a decrease in the contract amount for bid schedule 1 of \$99,498.00 for a total project cost of \$1,315,398.91. Authorize the City Manager to execute the documents.

PLANNING, INSPECTIONS & ENGINEERING

- Z. Live Oak Avenue Renaming Options Update
Recommended Action: Review attached options regarding the renaming of all or a portion of Live Oak Avenue to honor Dr. Rueben P. Morris, and determine which option the Council would like to implement. Based on this decision, an ordinance will be prepared and presented at a future meeting to make the action legal. Minutes reflect that the original request that was approved by Council is Option #1. At the June 18, 2013 meeting, the Council also voted for Option #1, but asked that the 5 options be presented to the new Council as well, as this group will ultimately approve the ordinance to implement.

DOCKET OF CLAIMS

- AA. Order for Docket of Claims

RECESS OR ADJOURN



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Resolution for property cleanup

Attach additional information as necessary

Action Requested:

Approve resolution for 1908 11th Street, Lot on Krebs (40407036.000), 2102 Seneca, 2106 Seneca and 2112 Seneca

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 June 4, 2013, 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., July 2, 2013, to determine whether the parcels listed are in such a state of uncleanliness as to be a menace to the public health and safety of the community; and

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

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

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

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

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

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

EXHIBIT A

<u>Tax Parcel Number and Property Address</u>	<u>Owner(s) and Mailing Address</u>	<u>Described at the following Jackson County, MS, Deed Books and Pages</u>
41450774.000 1908 11 th Street	Barbara E. Logan Albert 22400 Red Bluff Road Moss Point, MS 39562	Deed Book 756, Page 32
40407036.000 Lot on Krebs	Anne F. Erickson 23501 Bells Ferry Rd. Pass Christian, MS 39571 And Sam F. Ford 413 Caribe Place Gulfport, MS 39507 And Evelyn F. Williams 4111 Washington Avenue Gulfport, MS 39507 And Melanie J. Ford Pickering 2101 West Jackson Apt. 2 Tupelo, MS 38801 And Jessica Brown 23501 Bells Ferry Rd. Gulfport, MS 39571	Deed Book 1381, Page 354
42150072.000 2102 Seneca	Luther D. Roberts 5224 Hwy 613 Lucedale, MS 39452	Deed Book 443, Page 334
42150071.000 2106 Seneca	Frederick Graham 5124 Meridian Street Moss Point, MS 39563 (Footnote 1)	Deed Book 973, Page 585
42150070.000 2112 Seneca	JRW, LLC P.O. Box 15175 Hattiesburg, MS 39404	Deed Book 1414, Page 866

PARTIES WITH INTEREST

Footnote 1: -Wells Fargo Financial MS, Inc., 4221 Denny Avenue, Pascagoula, MS 39581
-Washington Mutual Finance of MS, Inc., 2803 B Market Street, Pascagoula,
MS 39567



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: _____

Agenda Topic: Minutes of the Recessed Regular Council Meeting of June 18, 2013

Attach additional information as necessary

Action Requested:

Approve and Adopt Minutes of the Recessed Regular Council Meeting of June 18, 2013

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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**RECESSED REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, JUNE 18, 2013, 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, June 18, 2013, 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. The invocation was given by Councilman Milstead and the pledge of allegiance was recited before the commencement of business.

Minutes of the Planning Board meeting held on June 12, 2013, are spread on the minutes as follows:

**REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD
WEDNESDAY, JUNE 12, 2013, AT 6:00 P.M.
CITY OF PASCAGOULA, MISSISSIPPI**

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a regular meeting on Wednesday, June 12, 2013, at 6:00 P. M.

The following official(s) were present:

Linda Tillman
Wesley Smith (Chairman)
Joseph Odom
Etienne Melcher
Stephen Parker (Vice-Chairman)
Mike Gilly

Official(s) not present:

Alan Wiley

Other officials present:

Eddie Williams, City Attorney

Jaci Turner, Planning, Inspections & Engineering Director

Angelia Kimbrough, Permit Tech

A. PUBLIC HEARINGS:

1. TOMMIE & PATRICA KELLY

4002 Alandale St. The property is zoned Single Family Residential 6. The request is for a Special Use permit to operate a lawn care service from the home.

Jaci Turner presented the application to the Board. Tommie Kelly was present to explain the application. After hearing the staff's request, and there being no protest, a motion was made by Stephen Parker to "APPROVE" the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE", Wesley Smith "AYE", Mike Gilly "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 Wolverton made a motion to "APPROVE" the Special Use Permit request of Tommie & Patricia Kelly, 4002 Alandale Street, as recommended by the Planning Board. 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 6-18-13)

At this time, Jaci Turner, Planning, Building, and Inspections Director, gave a status report on property cleanup for 1122 Del Norte Circle. Due to the progress that has been made to the property since the hearing on June 4, 2013, Ms. Turner and her staff recommended approval of a building permit with a review every 30 days. It was noted that City officials can inspect the property at any time once the permit has been issued. Scott Pietrowski, attorney for Lacy H. Bartee and Deanna M. Bartee, property owners, addressed the Council and requested that no special conditions be placed on the property tonight. Several neighbors near this location spoke to express their continued concerns about the condition of the property.

After comments and discussion, Councilman Milstead made a motion to approve the issuance of a building permit for 1122 Del Norte Circle as recommended. 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 6-18-13)

Curley Clark, President of the Jackson County NAACP and resident of Pascagoula, requested to address the Council tonight and presented them with a handout regarding some “departing thoughts” as their current term in office comes to an end. He commented on several matters, including their recent defeat in the municipal election, the “callous action” taken by the Council in July 2011 when an advertisement was disapproved for the NAACP program booklet, and no minority representation on the Pascagoula School Board. Several members of the Council responded to Mr. Clark’s comments and expressed their thoughts on these matters. A lengthy discussion followed.

The consent agenda was considered at this time.

The first item for consideration was the minutes of the regular Council meeting held on June 4, 2013, as recommended by Carol Groen, Chief Deputy City Clerk.

Councilman Corder made a motion to adopt and approve the minutes of the regular Council meeting held on June 4, 2013, as recommended. 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 6-18-13)

Minutes of the Recreation Commission meeting of May 1, 2013, were acknowledged by the Council.

Minutes of the Strategic Plan Steering Committee meeting of May 18, 2013, were acknowledged by the Council.

The next item for consideration was a request to grant permission for Liz Ford to travel in a City vehicle with Rebecca Davis, Main Street Director, to attend the Mississippi Main Street awards luncheon in Jackson, MS, on June 21, 2013, and registration fees of \$40.00 per person.

Councilman Corder made a motion to approve the request for permission for Liz Ford to travel in a City vehicle with Rebecca Davis, Main Street Director, to attend the Mississippi Main Street awards luncheon in Jackson, MS, on June 21, 2013, and registration fees of \$40.00 per person. 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 6-18-13)

The next item for consideration was a request for permission for Zonta to hang a banner at the welcome sign two weeks prior to their event on October 5, 2013, as recommended by Rebecca Davis, Main Street Director. The request also includes the placement of yard signs, a

banner to go on the columns on Delmas Avenue, and a sign on the northwest side of Highway 90 in the grassy area.

Councilman Corder made a motion to approve the request for permission for Zonta to hang a banner at the welcome sign two weeks prior to their event on October 5, 2013, banners on the columns on Delmas Avenue, placement of yard signs, and a sign on the northwest side of Highway 90 in the grassy area, as recommended. 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 6-18-13)

The next item for consideration was advertising the resources of the City through the Junior Auxiliary of Pascagoula-Moss Point, Inc., 15th Annual Charity Boil in the amount of \$100.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 21-17-1.

Councilman Corder made a motion to approve advertising the resources of the City through the Junior Auxiliary of Pascagoula-Moss Point, Inc., 15th Annual Charity Boil in the amount of \$100.00.as recommended. 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 6-18-13)

The next item for consideration was Budget Amendment No. 13.44 in the General Fund for Fire Department vehicle repairs as recommended by Bobby Parker, City Clerk/Comptroller. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.44
June 18, 2013**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Revenues:</u>	-		-
- <u>Miscellaneous:</u>			
Insurance Proceeds	12,235	1,125	13,360
Total Revenues	12,235	1,125	13,360
-	-		-
- <u>Expenditures:</u>	-		-

- Fire Repair Service:			
- Supplies:			
- Equipment Parts	25,000	1,125	26,125
-			
-			
- Total Expenditures	25,000	1,125	26,125
Net Change in Fund Balance		-	
To amend budget to provide authority for the repair of damages, resulting from an accident, to unit # 5 and the related insurance proceeds.			

Councilman Corder made a motion to approve the budget amendment as recommended and presented above. 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 6-18-13)

The next item for consideration was Budget Amendment No. 13.45 in the General Fund for the Planning, Inspections, and Engineering Department as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.45
June 18, 2013**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
-			
- <u>Planning, Inspections, Engring:</u>			
- <u>Other Services & Charges:</u>			
- Contract Services	4,000	-4,000	-

-			
-			
-	Capital Outlay:		
-	Capital Maintenance	26,400	4,000
-			
-	Total Expenditures	30,400	30,400
	Net Change in Fund Balance		-
	To amend budget in order to reallocate budget provisions as needed.		

Councilman Corder made a motion to approve the budget amendment as recommended and presented above. 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 6-18-13)

The next item for consideration was Budget Amendment No. 13.46 in the General Fund for the Parks and Recreation Department as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.46
June 18, 2013**

	<u>Current Budget</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
-	-		-
- <u>Revenues:</u>			
- <u>Miscellaneous:</u>			
Donations from Private Sources	27,750	400	28,150
Total Revenues	27,750	400	28,150
<u>Expenditures:</u>			

- <u>Parks & Recreation:</u>			
- <u>Other Services & Charges:</u>			
R/M - Outside Services	35,000	400	35,400
Total Expenditures	35,000	400	35,400
Net Change in Fund Balance		-	
To amend budget to provide authority for increased P & R expenditures financed by private contributions.			

Councilman Corder made a motion to approve the budget amendment as recommended and presented above. 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 6-18-13)

The next item for consideration was Budget Amendment No. 13.47 in the General Fund under General Administration as recommended by Bobby Parker, City Clerk/Comptroller. This amendment has no effect on the fund balance. The budget amendment is spread on the minutes as follows:

**City of Pascagoula
Budget Amendment # 13.47
June 18, 2013**

	<u>Original Appropriation</u>	<u>Budget Amendment</u>	<u>Amended Budget</u>
<u>General Fund</u>	-	-	-
- <u>Expenditures:</u>	-		-
<u>General Administration:</u>			
<u>Other Services & Charges:</u>			
Fire & Casualty Insurance	315,000	50,000	365,000
-			
- <u>Streets:</u>			
- <u>Capital Outlay:</u>			
- Capital Maintenance	2,095,000		2,045,000

		(50,000)	
- Total Expenditures	2,410,000	-	2,410,000
Net Change in Fund Balance		-	
To amend budget in order to reallocate budget provisions as needed.			

Councilman Corder made a motion to approve the budget amendment as recommended and presented above. 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 6-18-13)

The next item for consideration was the Community Development Block Grant FY 2013 – Public Service Agencies Selection as recommended by Jen Dearman, Community and Economic Development Director. Each agency will receive \$7,500.00. Ms. Dearman recommended approval of the following organizations for funding:

- Mississippi Center for Legal Services
- South Mississippi Aids Task Force
- Jackson County Civic Action Committee Proposal 1
- Gulf Coast Women’s Center for Nonviolence

Councilman Corder made a motion to approve the Community Development Block Grant FY 2013 – Public Service Agencies Selection as recommended. The motion was seconded by Councilman Stallworth and received the following vote: Mayor Maxwell “AYE”. Mayor Maxwell “AYE”. Councilmen Corder “AYE”, Milstead “AYE”, Stallworth “AYE”, Tillman “AYE”, and Wolverton “AYE”. (Approved 6-18-13)

The next item for consideration was a request to authorize the City Clerk to advertise for Request for Statement of Qualifications for Conducting Environmental Assessments and Remediation on the Brownfield Grants Project as recommended by Jen Dearman, Community and Economic Development Director.

Councilman Corder made a motion to authorize the City Clerk to advertise for Request for Statement of Qualifications for Conducting Environmental Assessments and Remediation on the Brownfield Grants Project as recommended. 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 6-18-13)

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

Next for consideration was the Tidelands FY 2015 Proposal – Lowry Island Redevelopment Project application as recommended by Jen Dearman, Community and Economic Development Director. The proposal is part of the Tidelands Trust Fund Program 2015 application which is seeking \$253,500.00 and does not require a match.

Councilman Corder made a motion to approve the Tidelands FY 2015 Proposal – Lowry Island Redevelopment Project application for \$253,500.00 as recommended and authorize the City Manager to execute the related documents. 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 6-18-13)

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

The next item for consideration was the Tidelands FY 2015 Proposal – Point Park Development Phase III Project application as recommended by Jen Dearman, Community and Economic Development Director. The proposal is part of the Tidelands Trusts Fund Program 2015. The request for funding proposal is seeking \$250,000.00 for the Point Park Development Phase III Project. This proposal does not require a match.

Councilman Corder made a motion to approve the Tidelands FY 2015 Proposal – Point Park Development Phase III Project application for \$250,000.00 as recommended and authorize the City Manager to execute the related documents. 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 6-18-13)

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

The next item for consideration was the Tidelands FY 2015 Proposal – Round Island Lighthouse Project application as recommended by Jen Dearman, Community and Economic Development Director. The proposal is part of the Tidelands Trust Fund Program 2015 application packet which seeks \$192,000.00 for the Round Island Lighthouse. The proposal does not require a match.

Councilman Corder made a motion to approve the Tidelands FY 2015 Proposal – Round Island Lighthouse application as recommended and authorize the City Manager to execute the

related documents. 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 6-18-13)

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

The next item for consideration was the Tidelands FY 2015 Proposal – B.B. Jennings Park Development Project application as recommended by Jen Dearman, Community and Economic Development Director. The proposal is part of the Tidelands Trust Fund Program 2015, and the funding proposal is seeking \$155,000.00 for this project. The proposal does not require a match.

Councilman Corder made a motion to approve the Tidelands FY 2015 Proposal – B.B. Jennings Park Development Project application for \$155,000.00 as recommended and authorize the City Manager to execute the related documents. 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 6-18-13)

The next item for consideration was a request to extend Annual Bid #307 - Chlorine with DPC Enterprises, LP, Chickasaw, AL, at the current contract price of \$67.50 per 150 lb. cylinder as recommended by Steve Mitchell, Operation Manager. The contract dates are June 6, 2013, through June 7, 2014, with a one-year renewal option.

Councilman Corder made a motion to approve the extension of Annual Bid #307 – Chlorine with DPC Enterprises, LP, at the current contract price of \$67.50 per 150 lb. cylinder as recommended. 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 6-18-13)

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

The next item for consideration was the Solid Waste Collection and Disposal Contract between the City of Pascagoula, MS, and Waste Pro of Mississippi, Inc. as recommended by Steve Mitchell, Operations Manager. This contract is for a two year period beginning June 20, 2013, and ending June 19, 2015, with four (4) one-year renewal options.

**SOLID WASTE COLLECTION AND DISPOSAL
CONTRACT BETWEEN THE CITY OF PASCAGOULA,
MISSISSIPPI AND WASTE PRO OF MISSISSIPPI, INC.**

THE STATE OF MISSISSIPPI

CITY OF PASCAGOULA

THIS CONTRACT (hereafter the "Contract") is made by and between the City of Pascagoula, Mississippi, a Municipal Corporation, of Jackson County, Mississippi (hereafter the "City") and, Waste Pro of Mississippi, Inc., a Mississippi corporation(hereafter the "Contractor"), both acting by and through their duly authorized agents and representatives. (The City and the Contractor may be hereinafter referred to together as the "Parties.")

RECITALS

WHEREAS, the City desires to provide residential and light commercial customers within its incorporated areas with solid waste collection, curbside yard and bulky waste collection, curbside recycling, transport, and disposal services by engaging an independent contractor to perform such services; and,

WHEREAS, Contractor has provided the City with a response to its Request for Proposals (hereafter "RFP") dated May 20, 2013 for Solid Waste collection and disposal services on a contract basis; and

WHEREAS, the City desires to engage Contractor, with respect to that level of service more specifically described in Contractor's response to the RFP dated May 20, 2013 and subsequent representations, both written and oral.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein set forth, the Parties mutually agree as follows:

Section 1. DEFINITIONS

Unless otherwise specified herein the following terms shall have the following meanings:

- 1.1 "Collect", "Collected", and "Collection"** shall mean and refer to the picking up and transporting, storage, delivery to the appropriate disposal site for proper disposal of Solid Waste, all in compliance with applicable federal, state, and local laws, statutes, orders, rules, and regulations.
- 1.2 "Contract Year"** shall mean a twelve (12) month period of time commencing upon the Effective Date hereof and, thereafter, any anniversary of the Effective Date.
- 1.3 "Environmental Laws"** shall mean any and all state, federal, and local statutes, rules, regulations, and orders relating to the protection of human health or the environment including, without limitation, the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C., section 6901, et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. section

9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. section 6901, et seq.; the Federal Water Pollution Control Act, 33 U. S. C. section 125 1, et seq., the Clean Air Act, 42 U.S.C. section 7401, et seq.; the Toxic Substances Control Act, 15 U.S.C., section 2601, et seq.; the Safe Drinking Water Act, 42 U.S.C. sections 300f-300j; the United States Environmental Protection Agency's rules concerning Underground Storage Tanks, 53 Fed. Reg. 37082 (9/23/88), all as amended now and in the future, and any similar federal, state, and local environmental statutes and orders and the rules and regulations, orders and decrees now or hereafter promulgated thereunder.

- 1.4 **"Equipment"** shall mean all vehicles, carts, containers, machinery, tools, and equipment, as well as related supplies and materials reasonably necessary for the Contractor's performance.
- 1.5 **"City"** As used in this contract, "City" shall mean Pascagoula, Mississippi.
- 1.6 **"Cart"** shall mean the Contractor-provided 96 gallon container or any privately owned container designed for automated or semi-automated Solid Waste collection and does not exceed 96 gallons. These are the only containers to be used for fully automated or semi-automated Solid Waste collection. Each residential and light commercial unit will be solely responsible for any lost or stolen Contractor-provided 96 gallon cart at the replacement cost provided herein.
- 1.7 **"Construction Materials"** shall mean waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.8 **"CPI"** means Consumer Price Index All Urban Consumer, "South", published by the U.S. Department of Labor, Bureau of Labor Statistics for U.S. Southern cities with an average population of less than 50,000.
- 1.9 **"Bulky Waste"** shall mean tree trimmings, yard waste such as leaves and vegetation, uncontainerized debris such as furniture, rotted lumber, old carpet, and non-combusting trash which shall be collected by the Contractor, provided that leaves and grass clipping shall be bagged in a bag of sufficient strength to be loaded into Contractor equipment. The term Bulky Waste does not include hazardous waste as defined by the EPA (and which shall include any material that is volatile, highly flammable, explosive, biomedical, infectious or toxic), tires, bricks, auto body parts, Construction Materials, or household garbage.
- 1.10 **"Roll Off Container"** shall mean a metal container varying in capacity between twenty (20) cubic yards and forty (40) cubic yards which is used to dispose of and transport Solid Waste.
- 1.11 **"Solid Waste"** shall mean any discarded material resulting from the inhabitation of a residential unit or light commercial unit and bulky waste except (in all cases), construction and demolition debris, dead animals, hazardous material, vehicle tires, and stable matter.

- 1.12 “Recycling Center”** shall mean the facility located at 4011 14th Street, Pascagoula, Mississippi.
- 1.13 “Recyclables”** shall mean mixed paper, aluminum, tin and plastic #1 and #2, and any other materials accepted by the Contractor for recycling.
- 1.14 “Light Commercial Unit”** shall mean any commercial unit which generates no more than two (2) ninety-six (96) gallon carts of containerized commercial Solid Waste per week. Each Light Commercial Unit will be provided one 96 gallon container to be exclusively used for solid waste disposal.
- 1.15 “Residential Unit”** shall mean any place of abode which is suitable for permanent or transient family or individual residential use. Each residential unit or multi-family dwelling with less than 8 units will be provided one 96 gallon container to be exclusively used for solid waste disposal.
- 1.16 “Point of Contact”** shall mean the City Manager or his designee for the City. The point of contact for day- to-day operational issues will be the Contractor’s local representative. All official correspondence from the City shall be directed to Contractor’s corporate office..
- 1.17 “Front Door Collection Services”** shall mean that the Contractor is required to roll the 96 gallon cart from the front door of the residential unit and back after collection. The Contractor will provide front door collection services for up to 1% of the City’s total monthly house count. The City and Contractor will negotiate a fair and reasonable price for any additional front door collection services.
- 1.18 “City Facilities”** shall mean parks, offices and any other real property owned, leased, or regulated by the City.
- 1.19 RESERVED**

Section 2. GRANT OF LICENSE; CONTRACT DOCUMENTS

For and in consideration of the covenants, contracts, and promises contained herein, the City grants to the Contractor an exclusive license to conduct the business of providing containerized solid waste and bulky waste collection to residential and light commercial customers in the City of Pascagoula, Mississippi and the right to use the public streets, alleys, and thoroughfares within, the corporate limits of the City for the purpose of engaging in the business of solid waste collection located within the City. The Contractor agrees to make such collections available to all Residential and Light Commercial customers within the City at the designated curbside collection point, which shall be on public property or within a public right of way adjacent to a public road and agrees that such collections will be performed pursuant to and consistent with the terms of this Contract, as well as all orders and regulations of the City governing or relating to the collection of solid waste. The parties agree that the Contract Documents shall consist of the following:

1. This Contract;
2. Request For Proposals dated April 17, 2013.
3. The Contractor's proposal to provide solid waste collection dated May 20, 2013.
4. Any addenda mutually agreed to by the Parties.

These documents form the Contract and are part of this Contract as if fully set forth herein. The Contract Documents are complimentary, and what is called for by one shall be binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved in the order of precedence listed above.

Section 3. BASIS AND METHOD OF PAYMENT

- 3.1 Billing, and Collection: City shall provide billing and bill collection services through its utility billing system. Contract billing shall be based on a beginning base count of 6998 Residential Units and Light Commercial Units combined as of June 20, 2013, which shall be adjusted monthly by the City based on the number of increases or decreases in active Residential and Light Commercial accounts as billed by the City. Furthermore, the City will also bill the Residential and Light Commercial Units which have additional 96 gallon containers, \$2.25 each per month in addition to the regular base monthly unit price. This information shall be communicated to Contractor in writing within the first five (5) working days of the month. The Parties agree that each shall promptly notify the other no later than ten (10) days after any perceived discrepancy in customer count.

- 3.2 Contractor's Compensation: The Contractor shall bill the City for service rendered to the Residential and Light Commercial Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the last day of the month following the end of such month. Such billing and payment shall be based on the prices, rates, and schedules set forth below. The Contractor shall be entitled to payment for services rendered to Residential and Light Commercial Units irrespective of whether or not the City collects from the customer for such service.

The Contractor shall be compensated for Residential and Light Commercial Units at a rate of \$11.65, per month per unit paid monthly. This rate will be adjusted annually by the CPI. Customers who wish to secure an additional cart shall be provided with Cart at a rate of \$2.25 per unit per month.

The Contractor shall be compensated for Recycle Center collection at a rate of \$125 per month per container. This rate will be adjusted annually by the CPI.

The Contractor shall provide Roll-Off Containers in the locations identified in Exhibit A and on an as needed basis for the following rates. These rates will be adjusted annually

by the CPI.

20 yard: \$90 per month haul, no rental charge plus \$60 disposal.

30 yard: \$90 per month haul, no rental charge plus \$90 disposal.

40 yard: \$90 per month haul, no rental charge plus \$120 disposal.

The monthly per customer fee payable to Contractor for the second and subsequent years of the term of this Contract shall be adjusted up or down to reflect changes in the cost of doing business. This shall be measured by fluctuations in the CPI.

At the start of the second year of the Contract and every year thereafter, the monthly per customer fee payable to the Contractor shall be increased or decreased by a percentage change in the CPI. The change in any one-year will be limited to a maximum of four percent (4%), or the net change in the CPI, whichever is less. Garbage Cart rental fees shall not be subject to the CPI increase.

- 3.3 Records: The City shall have the right to review the books and records kept incident to the operation of the Contractor's business for this Contract. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor.

Section 4. TERM

- 4.1 Primary Term: The Contract shall be for a two (2) year period beginning June 20, 2013 and ending two (2) years thereafter (June 19, 2015). The initial two (2) year term of this Contract shall be extended by up to four (4) one-year options, unless either party notifies the other party in writing, not less than ninety (90) days prior to the expiration of the initial two (2) year term or of any successive one (1) year term, of its intention to terminate this Contract. Any such written notice shall be served by certified or registered mail, return receipt requested.

Section 5. GENERAL STATEMENT OF CONTRACTOR'S OBLIGATION: SCOPE OF SERVICE

Contractor hereby agrees to collect and dispose of all containerized Solid Waste generated by Residential Units and Light Commercial Units within the incorporated areas of the City in an approved landfill. Contractor shall provide weekly Residential and Light Commercial collection of containerized Solid Waste in Contractor-provided 96-gallon wheeled Carts as outlined in its proposal. Contractor also agrees to provide weekly bulky waste collection on a regular scheduled route on the day after the scheduled day for Solid Waste collection. Additional changes in frequency of collection will be negotiated between both Parties as required.

The Contractor shall, at its own cost and expense, furnish trained personnel and appropriate well-maintained equipment of the highest quality to collect Solid Waste from customers; and will establish and maintain scheduled collection routes and special schedules as may be necessary to meet the collection service requirements of the customers located within the City. The

Contractor acknowledges and agrees that the Contractor shall be obligated to take such actions as necessary to fulfill its duties and obligations hereunder and that the City may from time to time issue written directions to the Contractor clarifying or altering the scope of the Contractor's services to fulfill the intent of this Contract. If such clarification or alteration causes an increase in costs to Contractor, the Parties shall negotiate an equitable adjustment to the Collection Rate.

The Contractor collection hereunder shall not begin before 5:00 a.m. and will conclude by 7:00 p.m. Monday through Friday.

The following holidays may be observed by the Contractor, providing a makeup day is scheduled for the next day, and public notice is given in accordance to the Contract.

New Year's Day	Independence Day
Christmas Day	Labor Day
Thanksgiving Day	Memorial Day

In special cases where the Contractor needs to work on weekends or extend the permissible hours of collection, it shall first obtain written permission from the City, which permission will not be unreasonably withheld.

The Contractor will provide containers and collection services for the containers at the locations and frequency outlined in Exhibit "A". The Contractor shall provide containers of the capacity listed in Exhibit "A".

The Contractor shall provide containers and collection services on an as-needed basis at the rate specified in Section 3.2.

The Contractor will provide collection services for the City's recycling collection center located at 4011 14th Street, Pascagoula, Mississippi. The Contractor shall provide containers, collection and transportation as needed to a local recycling processing center. All recycling proceeds will remain with the Contractor to help offset the cost of variable processing expenses. The Contractor will accept the following recyclable items: mixed paper, aluminum, tin cans and #1 & #2 plastic bottles and any other items mutually agreed upon by the Parties.

The Contractor shall be responsible for publicizing (and the expense of publicizing) any changes in collection schedules due to observance of holidays.

Proper publicizing shall include the purchasing of advertising serving the affected area. Such publicizing shall be made within seven days prior to any change in schedule and shall be made in the local news media.

From time to time, the need will arise for Solid Waste services outside the scope of the Contract. If the City determines it is in its best interest to do so, it may negotiate a separate agreement to fit its needs upon terms acceptable to both the City and the Contractor.

Liquidated Damages

It is the intent of this Contract to ensure the Contractor provides a quality level of Solid Waste collection service. To this end, all complaints received by the City and reported to the Contractor shall be resolved within a reasonable period of time. The Contractor shall provide the City with a monthly complaint log that will include resolutions of the complaints. In the event the Contractor and a customer do not agree on an equitable resolution to a complaint, the City shall be consulted and the City's reasonable decision shall be final. In the event legitimate complaints, as determined by the City, are not resolved the City shall levy liquidated damages per incident for those actions related to service, as follows:

\$25.00

- Failure to clean curbside spillage.
- Failure to provide requested documents and reports in a timely and accurate manner.
- Failure to cover materials on collection vehicles.
- Name not displayed on equipment.
- Failure to collect waste placed by customer for collection in a timely manner as provided by this
Contract within 24 hours.
- Failure of employee to wear uniform.

\$50.00

- Failure to repair damage to customer property.
- Failure to provide clean and sanitary equipment.
- Failure to maintain office hours as required.
- Operator not licensed.
- Not providing approved schedule and route map.
- Changing routes without proper notification.

\$100.00

- Failure to complete a route on the regular scheduled pick-up day within the allowed time frame, excluding phase-in operations.

Multiple reports of the same incident (e.g. two customers reporting an identical violation such as failure to display name on equipment) on the same day shall not produce multiple liquidated damage assessments.

For a missed collection reported by the City or Customer, in addition to any such liquidated damages, the Contractor shall return within 24 hours of notification by City or Customer, to collect the waste from the missed customer.

Section 6. DISPOSAL OF SOLID WASTE

The Contractor shall deliver Solid Waste collected pursuant to this Contract to an approved disposal site and pay all costs associated therewith.

6.1 Ownership of solid waste - Title to the Solid Waste collected by the Contractor under this Contract shall pass to the Contractor when placed in the Contractor's collection vehicles, removed by the Contractor from the container, or removed by the Contractor from the owner's premises, whichever last occurs.

Section 7. PERFORMANCE

The Parties hereby agree that all services provided by the Contractor pursuant to this Contract shall be carried out in a competent and businesslike manner. The Contractor shall not engage any subcontractor without prior written approval of the City. The City shall have the right to revise the performance standards as it determines within its sole discretion. Such revisions are to be necessary or proper to secure the safety, welfare, and accommodation of the public. Such standards, if materially adjusted, shall be negotiated with Contractor regarding additional compensation.

Section 8. LABOR FORCE

The Contractor shall employ only such superintendents, foremen, and workmen who are reasonably careful and competent and fully qualified to perform the duties or tasks assigned to them. All employees of the Contractor and its subcontractors, if any, shall comply with all applicable laws and regulations, and shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. The Contractor agrees to maintain a work environment free from the use, possession, distribution, and influence of controlled substances, alcohol, intoxicants, narcotics or other mind-altering substances (referred to hereafter as drugs and alcohol) and to prohibit employees from using, possessing, distributing or being under the influence of drugs or alcohol at any time within the course and scope of their employment. The Contractor shall keep on file with the City a copy of its most current substance abuse policy.

Section 9. EQUIPMENT

The Contractor, at its sole cost and expense, shall furnish and maintain all Equipment as is reasonably necessary for performance of the work in an acceptable manner and at a satisfactory rate of progress. The equipment shall be maintained in a first class, safe, clean, and efficient working condition throughout the term of the Contract and any renewal period. The Contractor shall establish a regular preventative maintenance program for all preventative maintenance and other maintenance and repairs to the Equipment. The Contractor shall clean the vehicles and Equipment on a regular basis or more frequently as may be necessary to maintain sanitary and safe working conditions. The Equipment shall be used by the Contractor in such a manner as to minimize the risk of injury to employees, citizens or property. The Contractor shall be responsible for initiating, maintaining, and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. The Contractor shall establish reasonable procedures and programs to prevent property loss or damage or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. The Contractor shall comply with all

OSHA rules and regulations when conducting operations pursuant to this Contract. The Contractor shall maintain files and records of all citations and violations of any laws, statutes, orders, or regulations in the ownership, title, maintenance, or operation of the Equipment, and such files and records shall be available at all times for review by the City. The City shall have the right to inspect the Contractor's Equipment and operations at any time to ensure compliance with this Contract.

Section 10. VEHICULAR IDENTIFICATION

All vehicles and Equipment used by the Contractor for the collection of Solid Waste shall be clearly marked with the Contractor's name and telephone number in letters of a size sufficient to reasonably identify the vehicle, but not less than two inches (2") in height. The Contractor shall also assign each of its vehicles an identifying number and shall mark the same upon the vehicles in two prominent locations, in figures not less than two inches (2") in height. All vehicles and Equipment shall be painted in a color scheme common to the Contractor so as to enhance the appearance and identification of the vehicles and Equipment.

Section 11. HEALTH AND SANITATION

The Contractor shall establish and enforce in its operations and among its employees such regulations in regard to cleanliness and collection of Solid Waste as will tend to prevent the inception and spread of diseases and to effectively prevent the creation of a nuisance on any property either public or private. The Contractor shall maintain at its sole expense copies of all permits and licenses required for the collection of Solid Waste.

Section 12. RIGHT OF INSPECTION

The City hereby reserves the right to inspect and evaluate the Contractor's operations relating to its performance hereunder either on a continual or random inspection basis.

Section 13. NON-COMPLIANCE, DEFAULT BY CONTRACTOR

13.1 Treatment of Failure to Perform: In the event the Contractor systematically and materially fails, during the primary term hereof or any extensions hereto, to perform its duties and discharge its obligations in accordance with the terms, provisions, and conditions hereof in a respect that is not addressed in the liquidated damages provisions, supra, the City shall be entitled to notify the Contractor in writing that the Contractor is considered to be in noncompliance with the terms of the Contract (hereafter "Non-Compliance"). The Contractor shall have not less than ten (10) days from receipt of official notification of Non-Compliance to correct any deficiencies of Contract performance before the City may declare the Contractor to be in default. The notice should provide the Contractor reasonable time to cure any violation; except in situations that pose a threat to health and safety of human life, which must be remedied immediately upon receipt of notice. The Contractor must reply, in writing, as to the resolution of any violation.

Section 14. BOOKS AND RECORDS

The Contractor hereby agrees to maintain, at its local office, or principal place of business within the State, adequate books and records relating to the performance of its obligations under this Contract. The Contractor agrees to maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this Contract, intending thereby to separate the accounting records of this Contract operation from its other operations. The records of the Contractor applicable to its performance under this Contract shall be available for inspection by the City at any time during normal working hours.

Section 15. CONTRACTOR' S INDEMNIFICATION OF THE CITY

The Contractor hereby assumes risk of loss and injury to property and persons arising directly or indirectly from the performance of any of its obligations under this Contract; and further agrees to indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including but not limited to, expenses of litigation and attorney's fees, arising from any such claim, loss or injury. The Contractor likewise agrees to indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, demands, suits, judgments, costs or expenses, including, but not limited to, expenses of litigation and attorney's fees, arising out of or relating to any contract with, or by and between the Contractor and its subcontractors, for the collection of Solid Waste.

Section 16. INSURANCE

Minimum Limits of Insurance

The Contractor shall maintain the following insurance limits:

Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per-occurrence basis. The City may require specific coverages including completed operations, products liability, contractual liability, explosion-collapse-underground, fire, legal liability or any other liability insurance deemed necessary because of the nature of this Contract.

1. **Automobile Liability:** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Contract.
2. **Worker's Compensation:** A policy of Worker's Compensation insurance as may be required by the State of Mississippi.

The City shall be named as an additional insured at no cost to the City on both the General Liability and Automobile Liability policies.

Section 17. CONTRACTOR'S LOCAL OFFICE

- 17.1 Office/Managing Agent: Throughout the term of this Contract, the Contractor shall maintain an office and authorized managing agent for the City and shall designate in writing the agent upon whom all notices may be served from the City. Service upon the Contractor's agent shall always constitute service upon the Contractor.
- 17.2 Hours: The Contractor's office shall be open during collection hours so that Customers can lodge complaints, requests for information, and requests for service. At a minimum, the Contractor's office shall be open during the hours of 8:00 A.M. and 5:00 P.M., local time, Monday through Friday.
- 17.3 Staffing: The Contractor's office shall have a responsible person in charge during collection hours on collection days, shall be equipped with sufficient telephones, a local telephone number, and sufficient personnel to receive telephone calls. Personnel shall receive calls in a courteous and polite manner, record all complaints, and resolve all complaints in an expeditious manner within the following twenty-four (24) hour period. After-hours communications should be provided by the Contractor through use of an answering machine that shall record all incoming calls.

Section 18. CUSTOMER COMPLAINTS

The Contractor shall, within thirty (30) days of the Effective Date of this Contract, establish a written procedure for handling all service complaints from Customers. A copy of such procedure shall be kept at the local office of the Contractor and be provided to the City within such thirty (30) day period. At a minimum the Customer complaint procedure shall provide that all Customer complaints will be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall further supply the City with copies of all complaints, at least monthly, indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. In addition the Contractor will keep a telephone log on all customer-related phone calls, both incoming and outgoing calls, and shall supply the City with a copy at least weekly.

Section 19. ASSIGNMENT

The Contractor agrees that it may not, without prior written approval of the City, assign any rights or delegate any duties arising hereunder. The Contractor further agrees that any such assignment or delegation of rights or duties shall not relieve the Contractor of its obligations to the City hereunder unless expressly agreed to by the City in writing. The City agrees that any such requests will not be unreasonably withheld.

Section 20. MISCELLANEOUS PROVISIONS

- 20.1 Independent Contractor: The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the parties is created by this Contract. By entering into this Contract with the City, the Contractor acknowledges that it will, in the performance of its duties under this Contract, be acting as an independent contractor and that no officer, agent, or employee

of the City and that no officer, agent, or employee of the Contractor, will be for any purpose an employee of the City and that no officer, agent, or employee of the Contractor is entitled to any privileges of a City employee or officer under any provision of the statutes of the State of Mississippi and ordinances of the City.

- 20.2 Choice of Law; Venue: The Parties agree that this Contract shall be governed by the laws of the State of Mississippi. The Parties further agree that venue for all actions arising out of this Contract shall be in Jackson County, Mississippi.
- 20.3 Bankruptcy; Insolvency: It is agreed that if the Contractor, either by voluntary or involuntary petition, is placed in bankruptcy, then this Contract shall terminate on the date of filing of such petition.
- 20.4 Discrimination Prohibited: The Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer and have an Affirmative Action Plan.
- 20.5 Rights to Require Performance: The failure of one of the Parties at any time to require performance by the other Party of any provisions hereof shall in no way affect the rights of such Party thereafter to enforce the same. Nor shall waiver by a Party of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions, or as a waiver of any provisions itself.
- 20.6 Unenforceable Provisions: If any provision of this Contract shall be declared illegal, void, or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.
- 20.7 Notices: Any notice required or permitted to be delivered hereunder shall be in writing.
- 20.8 Force Majeure: Neither the Contractor nor the City shall be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or City.
- 20.9 Compliance with Laws: The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of the Contractor to any violations of such laws on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then the Contractor shall immediately desist from and correct such violation.
- 20.10 Clean Ups: The Contractor shall assist the City in any City cleanups necessitated by natural disasters, (as declared by the Governor of the State of Mississippi) and be reimbursed for such additional service by City at Contractor's actual direct cost plus

general and administrative overhead above its normal operating expenses plus reasonable profit.

20.11 Effective Date: The Effective Date of this Contract shall be June 20, 2013.

SECTION 22. MODIFICATION TO COLLECTION AND DISPOSAL RATES

There will be no cost adjustments to the Collection Rates except for the changes in the Consumer Price Index (CPI), changes in laws that affect cost after the Effective Date of this Contract, changes in disposal costs, and fluctuations in the number of residential units served as a result of annexation or deannexations, or other changes to the Contract requirements expressly directed by the City. Except for changes in CPI, such adjustments will be negotiated between the City and Contractor. Changes in the CPI will be applied to the rates as follows:

(a) *Adjustment of Collection Rate.* On June 20, 2014, and on each June 20 thereafter, the City may adjust the Collection Rate based upon any increase or decrease in the cost of living as provided below. The Collection Rate shall be adjusted annually by the net changes in the Consumer Price Index and determined by reference to the June CPI released during each contract year (the "Rate Adjustment Date"), but effective on the anniversary date of the Contract. The Collection Rate shall be increased or decreased for the next Contract year in the percentage amount equal to one hundred percent (100%) of the net percentage of change of CPI. All percentage changes are to be computed as the difference between the previous year index value and the index value of the rate adjustment date, divided by the current year index value. Notwithstanding anything contained herein to the contrary, no CPI increase for any one-year shall exceed four (4) percent.

(b) *General Procedures for Price Increases.* Except as otherwise provided for herein, the Collection Rate payable by the City to the Contractor may be adjusted not more frequently than annually on the anniversary date of the Effective Date of this Contract. A written accounting which describes the increased or decreased expenses must be submitted for approval a minimum of thirty (30) days prior to June 20 of any contract year. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the City Council and such approval shall not be withheld or delayed unreasonably, or contrary to the terms of this Contract. The initial rate shall take effect on the Effective Date and rate adjustments for succeeding years shall take effect on each successive June 20. Monthly payments due by the City to the Contractor shall be adjusted to compensate for such annual rate increases or decreases.

(c) *Residential and Light Commercial Unit Count.* Within the first month after service begins, an agreed upon number of Residential Units and Light Commercial Units will be established to be used as a basis for billing. Both parties understand that there will be a fluctuation in the number of Units within the incorporated limits of the City during the term of this Contract. Both parties will exert their best efforts to maintain an actual number of Residential Units and Light Commercial Units.

(d) *Additional Adjustments.* In addition, in the event (i) the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection of contracted materials, or (ii) the cost of rendering the Services is increased or decreased due to changes in applicable state, local or federal law, the amount of such tax, fee, surcharge or increased or decreased cost may be offset by adjustment to the rates paid the Contractor pursuant to this Contract subject to the approval of the City, such approval not to be unreasonably withheld. The Contractor shall present to the City appropriate documentation of such tax, surcharge or increased or decreased cost.

The City shall provide the Contractor the net change in occupied Residential and Light Commercial Units in writing before the 20th day of each subsequent month. The monthly fee paid to the Contractor shall be the then per customer charge multiplied by the adjusted number of customers. In the event that this number increases or decreases by more than five percent (5%) due to annexations or deannexations within the incorporated limits of the City, the Parties shall negotiate an adjustment to the Collection Rate.

Where notices are required by the Contract, such notices shall be given in writing, registered or certified mail, return receipt requested and directed to:

THE CITY: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908
Attention: City Manager

With one copy to: City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908
Attention: Operations Manager

IN WITNESS WHEREOF, this agreement has been executed in duplicate original on the referenced dates shown below. The execution by City is made pursuant to authority granted by action of the City Council of the City of Pascagoula, Mississippi, taken at the meeting of the Council held on the _____ day of June, 2013.

City of Pascagoula

Witness: City Clerk

By: _____
Mayor Date

Witness

By: _____
Rick Chancey, Division Manager Date

Exhibit "A" Solid Waste Dumpsters

<u>Location</u>	<u># of Dumpsters</u>	<u>Times Unloaded</u>	<u>Dumpster Size</u>
Pascagoula City Hall 603 Watts Avenue Location #111	1	2 x's a week	4 YD Front Load Service
Pascagoula Fire Station 1707 Jackson Avenue Location #110	1	Weekly	4 YD Front Load Service
Pascagoula Soccer Complex 6001 Tillman St.	1	Weekly	6 YD Front Load Service
Pascagoula Police Station 611 Live Oak Location #105	1	Weekly	8 YD Front Load Service
IG Levy South Tennis Center 3900 Chicot Rd. Location # 106	1	Weekly	4YD Front Load Service
IG Levy Park North 3928 Nathan Hale Ave. Location #107	1	Weekly	4 YD Front Load Service
Pascagoula Beach Park 600 City Park St. Location #109	1	Weekly	4 YD Front Load Service
Pascagoula Public Works 4005 14th St. Location #102	1	2 x's a week	4 YD Front Load Service

Pascagoula Boat Launch Hwy 90 by River Park West Launch	1	Weekly	4YD Front Load Service
Pascagoula Rec. Center 2935 Pascagoula St.	1	Weekly	4 YD Front Load Service
Pascagoula Senior Center 1912 Live Oak	1	Weekly	4 YD Front Load Service
Pascagoula Anchor Square 303 Delmas Ave	1	2 x's a week	6 YD Front Load Service
12th St. Softball Complex 2201 12th St.	1	Weekly	6 YD Front Load Service 6 of 12 months
Youth Baseball Complex 1803 Tucker Ave.	1	Weekly	6 YD Front Load Service 6 of 12 months

Councilman Corder made a motion to approve the Solid Waste Collection and Disposal Contract with Waste Pro of Mississippi, Inc. as recommended and authorize the Mayor to execute the contract. 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 6-18-13)

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

The next item for consideration was an Encroachment and Crossing Agreement with Plains Southcap, LLC, Houston, TX, as recommended by Eddie Williams, City Attorney. The agreement is spread on the minutes as follows:

Encroachment and Crossing Agreement

Whereas, City of Pascagoula, (Permitter or Party) is the owner and holder of a grant of an easement and right of way in Jackson, County, Mississippi, wherein **pipeline(s)** exists

(Permitter's Facility) and Plains Southcap LLC, (Permittee or Party), is constructing a 24" pipeline and related improvements and appurtenances in Jackson County, Mississippi (Permittee's Facility). Research indicates that a segment of the Permittee's Facility on Permittee's easement and right of way grant as designed will encroach upon by crossing Permitter's easement and right of way and Permitter's Facility.

Whereas, Permittee desires to construct Permittee's Facility crossing Permitter's Facility and Permitter's easement and right of way as identified on Exhibit "A" attached hereto and made a part hereof ("Encroachment"); and

In light of the foregoing, Permitter is agreeable and consents to the Encroachment and crossing under the following terms and conditions:

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Permittee shall cross under Permitter's existing pipelines identified on Exhibit A hereto.
2. In consideration of the consent hereinabove granted by Permitter and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Permittee will indemnify, hold harmless and defend Permitter, and its agents, representatives, and employees from and against any and all actions, proceedings, claims, demands, losses, damages, liabilities and expenses, including reasonable attorney's fees, which may be incurred on account of injury or death of any persons whomsoever, or loss of or damage to any property in any way, to the extent arising out of, or in any way connected with (a) the construction, operation, maintenance, repair, replacement, relocation or removal of the Permittee's Facility, except to the extent the same arise from or are caused by the negligence or intentional acts of the Permitter or its employees, agents, or contractors. In the event of any litigation arising out of the provisions of this Paragraph 1, the prevailing Party shall be entitled to recover its reasonable attorneys' fees therefor. The parties agree that in no event shall either be liable for special, exemplary, consequential or other indirect damages to the other under this Paragraph 1 and all such damages are hereby waived to the extent permitted by law.
3. Each Party shall notify the other Party's personnel by One-Call not less than forty-eight (48) hours in advance of any material work to be performed within or near the crossing or the other Party's facilities (being Permitter's Facility or Permittee's Facility, as the case may be), such as maintenance, repair, or testing; provided that in the case of an emergency no such advance notice shall be required and each Party shall notify the other Party of any material work performed within forty-eight (48) hours after such emergency work has been completed.
4. In the case maintenance or repair or other activity by either Party requires the removal or alteration of the facility of the other Party (being Permitter's Facility or Permittee's Facility, as the case may be), any costs incurred will be paid at the expense of the Party requiring the relocation of such facility of the other Party. In the event that the Encroachment requires relocation, Permitter shall provide a suitable area along its easement to which the Encroachment may be moved and shall cooperate with such relocation by providing reasonable notice and

opportunity for the relocation of the Encroachment with regard to any permits, weather conditions or easement restrictions and in consideration of Permittee's contractual obligations.

5. Except for the specific rights and privileges provided for herein, nothing in this agreement constitutes a waiver by either Party of its respective rights to enjoy their respective easement areas.

6. This agreement shall be governed by the laws of the State of Mississippi. This agreement shall not be amended except by a writing signed by both Parties. A failure by a Party to enforce any term or provision of this agreement shall not be deemed a waiver of that Party's right to enforce that term or provision or any other of this agreement. Except for the notices required under Section 2 (which may be given through One-Call), all notices, demands, and any and all other communications under this agreement shall be in writing and shall be sent (a) by registered or certified mail, return receipt requested, postage prepaid, (b) by reputable overnight courier delivery service, or (c) by facsimile (followed by a copy mailed or delivered as aforesaid), addressed as determined in Section

7. Notice for both parties are to be addressed as set forth below:

PERMITTOR:

CITY OF PASCAGOULA
P.O. Box 908
Pascagoula, MS 39568-0908
ATTN: City Manager

228-762-1020

PERMITTEE:

PLAINS SOUTHCAP LLC
333 Clay Street, Suite 1600
Houston, Texas 77002
ATTN: Land Department

713-646-4100

Any such notice, request, or other communication shall be considered given or delivered on the date of receipt.

7. Permittee's rights and privileges herein granted are each divisible, transferable and assignable, in whole or in part.

8. Each Party stipulates and agrees that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

9. This agreement shall extend to and be binding upon each Party and the heirs, executors, personal representatives, successors and assigns and the successors and assigns of each Party and the rights and obligations of the Parties under this agreement shall run with the land. This agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

10. The undersigned hereby represent and warrant that the undersigned have full authority to execute, deliver and perform this agreement in accordance with its terms upon behalf of the named Party to this agreement, without the joinder or consent of any additional parties.

Agreed to and accepted this _____ day of _____, 2013.

Permitter Name :

City of Pascagoula

By:

Printed Name: _____

Title: _____

Agreed to and accepted this _____ day of _____, 2013.

Permittee Name :

Plains Southcap LLC

By:

George N. Polydoros, Attorney-in-Fact

Councilman Corder made a motion to approve the Encroachment and Crossing Agreement with Plains Southcap, LLC, as recommended and authorize the City Manager to execute the related documents. 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 6-18-13)

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

The next item for consideration was the renewal of after school/day camp liability insurance with Nautilus Insurance Company through Hardy & Jacobson Insurance, Pascagoula, MS, in the amount of \$3,868.51 for the period from June 27, 2013, to June 27, 2014, as recommended by Jeane Bull, Assistant Comptroller. This is an increase of \$357.80 over last year. It is due to the increased enrollment in summer camp and the addition of playground equipment at the Parks & Recreation Center.

Councilman Corder made a motion to approve the renewal of after school/day camp liability insurance with Nautilus Insurance Company through Hardy & Jacobson Insurance in the amount of \$3,868.51 for the period from June 27, 2013, to June 27, 2014, as recommended, authorize the City Manager to execute the related documents, and approve a manual check for timely payment. 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 6-18-13)

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

Next for consideration was a request to approve the removal of fixed assets from the City’s inventory list after the completion of the FY 2013 physical inventory as recommended by Jeane Bull, Assistant Comptroller.

Councilman Corder made a motion to approve the removal of fixed assets from the City’s inventory list after the completion of the FY 2013 physical inventory as recommended. 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 6-18-13)

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

The Financial Reports for the month of May 2013 were filed by the City Clerk and acknowledged by the City Council.

The next item for consideration was approval for travel for the newly elected officials to attend the Mississippi Municipal League (MML) orientation session in Jackson, MS, on June 27, 2013, as presented by Joe Huffman, City Manager.

Councilman Corder made a motion to approve travel for the newly elected officials to attend the Mississippi Municipal League (MML) orientation session in Jackson, MS, on June 27,

2013, as presented. 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 6-18-13)

The following new business matters were considered at this time.

The first item for consideration was a proposed Ordinance regarding prohibiting smoking in certain venues that are open to the public and to prohibit the use of all tobacco products in certain venues as presented by Eddie Williams, City Attorney. After discussion, the Council considered the following Ordinance:

**ORDINANCE NO. 5-2013
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 34-5 OF THE CODE OF
ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO
PROHIBIT SMOKING IN CERTAIN VENUES THAT ARE OPEN TO
THE PUBLIC; TO PROHIBIT THE USE OF ALL TOBACCO PRODUCTS
IN CERTAIN VENUES; AND FOR RELATED PURPOSES**

WHEREAS, numerous scientific studies have found that tobacco smoke is a major contributor to indoor air pollution and, as such, constitutes a health hazard of significant consequence to all who become exposed to it; and

WHEREAS, in the interest of public health and safety, the City Council finds and declares that the purpose of this ordinance is to protect the public health and welfare of the citizens of this community by prohibiting smoking in public places and places of employment as defined hereafter:

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF PASCAGOULA, MISSISSIPPI:**

SECTION 1. Section 34-5 of the Code of Ordinances of the City of Pascagoula, Mississippi, is amended to read as follows:

(a) Definitions

The following definitions shall apply in the construction and enforcement of this section:

(1) *Bars*. Means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

(2) *Business*. Means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

(3) *Child Care Facility*. Means any state licensed child care facility including, but not limited to, licensed family daycare or licensed group day care centers, licensed day camps, certified school-age programs and head start programs.

(4) *City Buildings*. Means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

(5) *City Vehicles*. Means all automobiles, trucks, heavy equipment or motorized units owned, operated or leased by the City.

(6) *Common Areas of Buildings*. Means all areas not part of a tenant's leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

(7) *Employee*. Means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full-time, part-time, temporary or contracted for from a third party; employee also means any person who serves

as a volunteer for a business or non-profit entity.

(8) *Employer.* Means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity who employs the services of one or more individuals.

(9) *Enclosed Area.* Means all space between a floor and a ceiling which is enclosed on all sides by walls or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling.

(10) *Entrance.* Means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

(11) *Health Care Facility.* Means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms, wards and entrances in the health care facilities.

(12) *Hotel and Motel.* Means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent, that is not an apartment complex or home.

(13) *Mall.* Means any enclosed indoor area containing common areas and discreet

businesses primarily devoted to the retail sale of goods and services.

(14)Place of Employment. Means an enclosed area controlled by the employer which employees normally frequent during the course of employment, including but not limited to, work areas, employee lounges and restrooms, conference rooms and class rooms, employee cafeterias, hallways and vehicles. This also includes private offices, elevators, medical facilities, stairs, vehicles and all other enclosed facilities. A private residence is not a “place of employment” within the meaning of this section unless it used as a child care, adult day care, or health care facility.

(15)Private Club. Means a facility owned or operated by an associational corporation, which does not operate for a pecuniary gain or have regular employees. Affairs and management of the organization are typically conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and a constitution, or charter, to govern its activities. It is an organization that has been granted an exemption from the payment of federal income taxes as a “club” under 26 U.S.C. Section 501 of the Internal Revenue Code. Entry into and use of a private club is restricted to members only; however, when a private club is open to the public, it does not meet this definition.

(16)Private Residence. Means premises owned, rented or leased for permanent or semi-permanent habitation.

(17)Public Place. Means an enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, parking

garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a “public place” unless it used as a child care, adult day care, or health care facility.

(18)Restaurant. Means any eating establishment, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. This term also includes a bar area within the restaurant.

(19)Retail Tobacco Store. Means an establishment which is not required to possess a retail food permit, whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of 18 is prohibited at all times, and which maintains a valid permit for the retail sale of tobacco products. A retail tobacco store that permits smoking on the premises shall post in a clear and conspicuous manner a sign at each entrance warning persons entering the establishment that smoking may be present on the premises and that persons under the age of 18 years may not enter the premises.

(20)Service Line. Means an indoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

(21)Smoking. Means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, hookah, or other lighted tobacco product in any manner or in any

form.

(22) Sports Arena or Venue. Means any sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller skating rinks and indoor ice rinks, bowling centers and other similar places where members of the general public assemble to participate in or to witness sporting, cultural, recreational, or other events.

(23) Tobacco Products. Means cigars, cigarettes, chewing tobacco, snuff, or any other product in which tobacco is a primary ingredient and is either inhaled as in smoking, or chewed or dipped as in the use of chewing tobacco, or snuff.

(b) City Property

All City buildings, vehicles and sports arenas are subject to the provisions of this section and the use of tobacco products of any kind in such City buildings, vehicles or sports arenas is hereby prohibited.

(c) Smoking Prohibited in Indoor Public Places

Except as otherwise provided herein, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

(1) Aquariums, galleries, libraries and museums.

(2) Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels and motels.

(3) Bars.

(4) Bingo facilities.

(5) Childcare facilities.

- (6) Common areas in bed and breakfast establishments, hotels and motels and common areas of buildings.
- (7) Convention facilities.
- (8) Educational facilities.
- (9) Elevators and enclosed stairwells.
- (10) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
- (11) Health care facilities.
- (12) Hotel and motel lobbies.
- (13) Indoor shopping malls.
- (14) Lobbies, hallways and any other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- (15) Polling places.
- (16) Public forms of transportation, including but not limited to buses, taxicabs, or other public passenger vehicles.
- (17) Public bus and transfer point shelters.
- (18) Public places including parking garages and jails.
- (19) Retail stores.
- (20) Restaurants.
- (21) Restrooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or council of the City or a political subdivision of the State, to the extent the place is

subject to the jurisdiction of the City.

(22) Self-service laundry facilities.

(23) Service lines.

(24) Service lobbies, waiting areas, and common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.

(25) Sports arenas and venues.

(26) Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist, optician, or other medical services provider.

(d) Exceptions

The following areas shall not be subject to the smoking restrictions of this section:

(1) Private residences except those being used for a child care, adult day care or health care facility.

(2) Retail tobacco stores as defined hereinabove.

(3) Private clubs, except when the same are open to the general public.

(e) Smoking prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas as follows:

(1) Within 20 feet immediately preceding the primary means of ingress and egress of an area where smoking is prohibited.

(2) Attached areas of restaurants that are covered or partially covered and have more than 50% of the perimeter of the outside area walled or otherwise closed to the outside provided, however, said attached areas may permit smoking under certain conditions as set forth below.

(3) In the attached areas of restaurants defined in subsection (a), smoking may be permitted in a contiguous area designated for smoking so long as such area constitutes no more than twenty-five percent of the outdoor seating capacity of such food service establishment and is clearly designated with written signage as a smoking area.

(4) Seating areas of outdoor sports arenas and venues.

(f) *Signage*

Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer, owner or other person in charge of the building. Signage shall include the international no smoking symbol and be no smaller than 6"x6". It shall be unlawful for any person to remove, deface or destroy any sign required by this section, or to smoke in a place where any such sign is posted.

(g) *Proprietor's Responsibilities*

The proprietor, employer, owner, or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that he extinguish his cigarette or tobacco product and refrain from smoking. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall post signage as required by this ordinance. The proprietor, employer, owner or other person in charge of premises regulated hereunder shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by this

section by the owner, operator, manager, employer or other person having control of the premises.

(h) Enforcement

The chief of police, or his designee, shall have the power to enter upon the premises covered by this section to ascertain whether the premises are in compliance with this section. Any person who desires to register a complaint under this section may contact the police department. A copy of this section shall be kept on file at the Planning and Building Department and shall be given to all applicants for a business license in the City.

(i) Non-retaliation

No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer, because that employee, applicant or customer exercises any rights afforded by this section or reports, or attempts to prosecute, a violation of the section.

SECTION 2. All provisions of the ordinances of the City in conflict with the provisions of this section shall be and the same are hereby repealed and all other provisions of the ordinances of the City not in conflict with the provisions of this section shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole and, to that extent, the same shall remain in full force and effect.

SECTION 4. This ordinance shall become effective one month after passage.

The above Ordinance was introduced in writing by Councilman Abston, seconded for adoption by Councilman Wolverton, and received the following vote: Mayor Maxwell voted "AYE", Councilman Abston voted "AYE", Councilman Corder voted "NAY", Councilman Milstead voted "AYE", Councilman Stallworth voted "AYE", Councilman Tillman voted "NAY", and Councilman Wolverton voted "AYE".

Passed this the 18th day of June, 2013.

APPROVED:

/s/ Robert H. Maxwell
Robert H. Maxwell, Mayor

ATTEST:

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

Next for consideration was an Ordinance to amend Section 86-49 of the Code to Provide an Additional Charge for Broken Transponders as recommended by Eddie Williams, City Attorney. The Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 6-2013
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 86-49 OF CHAPTER 86 OF THE
CODE OF ORDINANCES OF THE CITY OF PASCAGOULA,
MISSISSIPPI, TO PROVIDE AN ADDITIONAL CHARGE FOR BROKEN
TRANSPONDERS; AND FOR RELATED PURPOSES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA,
MISSISSIPPI AS FOLLOWS:**

SECTION 1. Section 86-49 of Chapter 86 of the Code of Ordinances of the City of Pascagoula, Mississippi, is amended to read as follows:

(a)

For water service. Service and connection charges for water service shall be as follows:

Water Connections With Tap

Line Sizes (inches)	Connection Charge
½-inch to 2-inch	\$300.00 plus actual cost of connection

Water Connections Without Tap

Line Sizes (inches)	Connection Charge
½-inch to 2-inch	\$250.00 plus actual cost of connection

(1) The charge for a connection without or with a tap for line sizes larger than two inches shall be \$500.00 plus the actual cost of making the connection.

(2) Service charge for moving water meter for convenience of the customer:
 Up to 2-inch line (plus the actual cost)\$300.00
 2¼-inch line or more (plus the actual cost)500.00

(b) *Special provisions.*

(1) A person who installs a water distribution system in a subdivision will be allowed a \$45.50 discount per service connection installed. The discount will be allowed upon acceptance by the city and upon presentation of an "as-built" plan of the system to the city.

(2) If a person installs a water distribution system in a subdivision within the city, he may connect such system into a city water main upon payment of a fee in accordance with the above schedule for water connections without a tap.

(3)

Mobile home parks, shopping centers, apartment buildings or complexes, duplexes and office buildings or complexes may be connected to the city water system by either of the following methods:

a.

One master meter may be set at the property line with the connection fee paid based on the size of the line according to the above schedule for connections with tap.

b.

A meter may be installed for each mobile home space, apartment, duplex unit, business, office or similar place with a connection fee being paid according to the above schedule for connections with tap for each meter installed. The owner will lay all distribution lines within his property. The city will make the connection into the city main line at no charge to the owner.

(c)

For natural gas service. Service and connection charges for natural gas service shall be as follows:

Gas Connections With Tap

Meter Size	Connection Fee (inside city)	Connection Fee (outside city)
175	\$200.00	\$250.00
415	275.00	325.00

Gas Connections Without Tap

Meter Size	Connection Fee (inside city)	Connection Fee (outside city)
175	\$100.00	\$150.00

415	175.00	225.00
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(1) The connection fee for gas meter sizes not listed above shall be the actual cost of making the connection.

(2) To move a 175 cubic foot per hour rated capacity meter for a customer's convenience, the charge shall be one trip charge plus \$2.00 per foot of additional pipe, if any is required. The charge to move larger meters for the customer's convenience shall be the actual cost of the service.

(d)

Special provisions.

(1) Mobile home parks, shopping centers, duplexes, apartment buildings or complexes, and office buildings or complexes may be connected to the city gas system by either of the following methods:

a.

One master meter may be set at the property line and a connection fee paid based on the size of the line in accordance with the above charge for a gas connection with tap.

b.

Installation of a meter for each mobile home space, apartment, duplex unit, business, office or similar place with a connection fee paid for each meter in accordance with the above schedule for a gas connection with tap.

c.

Each of these connect methods shall be subject to the provisions of subsection (d)(3) of this section.

(2) If a person installs a gas supply system in a subdivision, the city may connect such system into a city main upon payment of a fee in accordance with the above schedule for a gas connection with tap.

(3) The city shall lay and maintain a service line from a gas main to a point approximately two feet from the portion of the customer's structure to be served that is nearest the gas main or at a point specified by the customer at a cost to the customer in accordance with the following schedule measured from the property line to the meter:

1-inch line, per foot\$2.00
 1½-inch line, per foot ... 2.50
 2-inch line, per foot3.00
 2½-inch line, per foot3.50
 3-inch line, per foot4.00

At the end of the service line nearest to the structure to be served, the meter shall be set by the city. It shall be the duty of the customer to provide a line from the meter into the structure to be served. By requesting and using gas service from the city, a customer thereby authorizes the city to lay and maintain a service line and meter to serve such customer, including, but not limited to, permitting entry of city employees and agents onto the customer's premises at all reasonable times to construct and maintain the service line and meter, to read the meter, to inspect the service line and meter, and to perform all acts reasonably necessary to ensure proper operation and maintenance of such service line and meter. The city may replace, at its expense, an existing service line and meter if it is determined that such should be replaced. When a service line is replaced, the new line shall run from the main to a point approximately two feet from the structure wherein such point on such structure shall be the nearest feasible point to the main to which the service line is connected. The customer shall be responsible for providing a service line from the meter of a relocated line into his structure. No new or replacement service lines shall be run under structures, concrete slabs or the like.

(e)

For sewer service. Service and connection charges for sewer service shall be as follows:

Line Size (inches)	Connection Charge
4	\$350.00
6	375.00

The fee for larger sewer line connections shall be the actual cost of making such connection.

(f)

Trip charges. There will be a trip charge incurred for each service call. The charge will apply to each trip made by a utility employee. The following is a partial list of actions that will result in this charge being incurred:

- Lock off service for nonpayment
- Attempt to collect delinquent bill
- Turn off gas/water for customer repair
- Reread meter (waived if billed reading was incorrect)
- Sewer backup (waived if backup is due to city system)
- Turn on gas/water
- Locate gas/water line

(1)

Trip charge during normal work hours: \$15.00

(2)

Trip charge during nights, weekends, holidays or on overtime: \$30.00

(g)

Charges for repairing broken valves in utility meters broken by the customer shall be as follows:

Gas (by diameter in inches of service line)	Valve Cost
¾-inch to 2-inch	\$ 50.00 plus actual cost
Above 2-inch	100.00 plus actual cost

Water (by diameter in inches of service line)	Valve Cost
¾-inch to 2-inch	\$ 50.00 plus actual cost
2½-inch or larger	100.00 plus actual cost

The charge for repairing valves in gas or water meters in lines larger than the above listed shall be the actual cost of performing the service. The charge for repairing transponders in utility meters broken by customers shall be \$100.00 plus the actual cost of the replacement transponders.

SECTION 2. This ordinance shall take effect one month after passage.

The above Ordinance was introduced in writing by Councilman Wolverton, seconded for adoption by Councilman Corder, and the motion received the following vote: Mayor Maxwell “AYE”. Councilman Abston voted “AYE”, Councilman Corder voted “AYE”, Councilman Milstead voted “AYE”, Councilman Stallworth voted “AYE”, Councilman Tillman voted “AYE”, and Councilman Wolverton voted “AYE”.

Passed this the 18th day of June, 2013.

APPROVED:

/s/ Robert H. Maxwell
Robert H. Maxwell, Mayor

ATTEST:

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

Jaci Turner, Planning, Inspections & Engineering Director, then provided an update on several options for renaming all or a portion of Live Oak Avenue to honor Dr. Rueben P. Morris. Ms. Turner briefly discussed each option with the Council.

After discussion, Councilman Milstead made a motion to approve Option 1 for purposes of renaming a portion of Live Oak Avenue to Dr. Rueben P. Morris Avenue. 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 6-18-13)

Based on this decision, Ms. Turner advised that an Ordinance would be prepared and presented at a future meeting to make the action legal. It was also recommended that the new City Council be able to receive all five options to review before an Ordinance is considered for adoption.

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

The next item for consideration was a request from Police Chief Kenny Johnson for approval of a part-time Animal Control Officer position on a trial basis at the Police Department.

Additional information regarding this request is spread on the minutes as follows:



Pascagoula Police Department

P.O. Drawer 385, Pascagoula, MS 39568-1385 VOICE: 228-762-2211 FAX: 228-938-6745

June 13, 2013

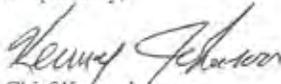
To: Joe Huffman, City Manger

Re: Part Time Animal Control Position

Mr. Huffman,

In 2007, the Animal Control Division was placed under the umbrella of the Police Department. Since that time, we have molded this unit into a professional, well-trained, highly dedicated asset that the city can be proud of. We currently have two Animal Control officers, both of which do an outstanding job with the call volume that they receive during the weekdays. The officers work an overlapping schedule in which one officer begins his shift at 7 a.m. and the other officer begins at 10 a.m. in order to provide extended coverage beyond 5 p.m., when most residents are coming home from work. The Animal Control officer that arrives at 7 a.m. has a consistent call volume, and stays busy, especially during the school year in which he monitors the children walking to school and waiting on the buses, to ensure their safety. Our Animal Control officers receive a variety of calls which range from dogs-at-large to dangerous, wild animals such as alligators and coyotes. Due to an increase in the animal control calls we are receiving on the weekends, I am requesting that we create a part-time Animal Control officer position. This position would be on a trial basis. Creating this position will allow our department to handle the increase of weekend calls and provide extended coverage seven (7) days a week. Our department has money in our existing budget to fund this position due to a planned program not being implemented this year. I believe this position is pertinent to meet the demands of our citizens after hours and on the weekends.

Respectfully,


Chief Kenny Johnson



Legislation and Governance

Councilman Corder made a motion to approve the request for a part-time Animal Control Officer position on a trial basis as recommended. 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 6-18-13)

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 May 31, 2013, through June 14, 2013 has been presented to the City Council for allowance and approval; and

WHEREAS, the below claim numbers 05-10-01, 05-28-02, and 05-03 have also been presented to the City Council for allowance and approval:

<u>May 10, 2013</u>		<u>Claim # 05-10-01</u>
010	General Fund	\$ 459,572.06
400	Pascagoula Utilities	21,441.85
480	Solid Waste	<u>555.89</u>
	Total	<u>\$ 481,569.80</u>

<u>May 28, 2013</u>		<u>Claim # 05-28-13</u>
010	General Fund	\$ 458,534.27
400	Pascagoula Utilities	21,742.33
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 480,832.49</u>

<u>Miscellaneous Claim</u>		<u>Claim # 05-03</u>
1000	City Share FICA	\$ 46,891.86
1100	City Share Medicare	10,966.71
7000	City Share PERS	<u>109,778.12</u>
	Total	<u>\$ 167,636.69</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 Abston, 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". The Mayor then declared the Order adopted on the 18th day of June, 2013.

The City Attorney and City Manager thanked the Council for their years of service and stated that they have enjoyed working with them. They extended best wishes to the councilmen in the future. Mr. Huffman also invited everyone to the service recognition luncheon on Thursday, June 27, 2013, at noon at the Pascagoula Senior Center.

Each member of the City Council then made comments regarding their service to the City of Pascagoula and wished the new members of the City Council the best as they begin their term of office on Monday, July 1, 2013. Mayor Maxwell stated this administration has accomplished many great things during their time in office, and he is proud to have served with each one. Mayor Maxwell bid everyone farewell and stated that our paths will continue to cross in the future. The City Council received a standing ovation from everyone in attendance.

The City Manager then advised that Governor Phil Bryant has declared a state holiday for Friday, July 5, 2013, and requested that the City Council also declare that day as a City holiday for its employees.

Councilman Corder made a motion to declare Friday, July 5, 2013, as a City holiday for its employees as recommended. 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 Stallworth left the meeting at 7:15 p.m.)

There being no further business to come before the Council at this time, Councilman Corder made a motion to adjourn. The motion was seconded by Councilman Wolverton and received the following vote: Mayor Maxwell "AYE". Councilmen Abston "AYE", Corder "AYE", Milstead "AYE", Stallworth "ABSENT", Tillman "AYE", and Wolverton "AYE".

The meeting ended at 7:22 p.m.

APPROVED:

Robert H. Maxwell, Mayor

ATTEST:

Brenda J. Reed, Asst. City Clerk



AGENDA ITEM REQUEST FORM

Meeting Date: 7-2-2013

Submitting Department or Individual: Pascagoula Redevelopment Authority

Contact Name: Lalinda Grace

Phone: 228-938-2352

Agenda Topic: Pascagoula Redevelopment Authority Minutes

Attach additional information as necessary

Action Requested:

Acknowledge minutes of PRA 5-10-2013 meeting.

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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REGULAR MEETING PASCAGOULA REDEVELOPMENT AUTHORITY

FRIDAY, MAY 10, 2013 AT 9:00 A.M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The Pascagoula Redevelopment Authority met at City Hall in a regular meeting on Friday, May 10, 2013, at 9:00 AM. James Estabrook, Chairman, called the meeting to order at 9:02 AM with the following present:

Chairman, James Estabrook
Vice Chairman, Henry Fox
Secretary/Treasurer, Alice Walker
Board Member, Alan Sudduth
Board Member, Jackie Grimes

Executive Director, Harry Schmidt
Community and Economic Development Director, Jen Dearman
Mayor-elect, Jim Blevins

PRA Chairman Estabrook welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meetings held on April 11, 2013 and April 17, 2013, as recommended by Alice Walker, Secretary/Treasurer.

After review, Sudduth moved to approve and adopt the minutes. The motion was seconded by Walker.

All Board members were in favor.

The financial report of the PRA was received and reviewed.

After review, Sudduth moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue a manual check for legal fees. The motion was seconded by Fox.

All Board members were in favor.

The next item for consideration was the Delmas building.

After discussion, Grimes made a motion to offer the tenants of Anchor Square an 18-month lease at the Delmas building at their current rate with a max increase after 18 months of no more than 25%. The PRA will remain open to negotiations if the tenant would like to make improvements to be off-set by rent. If more than one tenant is interested, the PRA will use the existing Anchor Square criteria for selecting a tenant to move from a one-bedroom to a two-bedroom cottage. This criteria includes business revenue, jobs sustained or created, and business plan. The motion was seconded by Walker.

All Board members were in favor.

There being no further business to come before the Board, Walker moved to adjourn the meeting until June 13, 2013 at 10:00 AM. The motion was seconded by Fox.

All Board members were in favor.

The meeting ended at 10:27 AM.



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2012

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Advertising the resources of the City through the Boys & Girls Clubs of Jackson County 21st Annual Steak & Steak Dinner on July 11, 2013, at Jackson County Civic Center in Pascagoula, MS, for a Mentor sponsorship of \$550.00. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501(c)(3).

Attach additional information as necessary

Action Requested:

Approve advertising and authorize manual check.

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

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AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Public Works

Contact Name: Steve Mitchell

Phone: 938-7758

Agenda Topic: Advertise for Annual Bid #325 - Backflow Preventers

Attach additional information as necessary

Action Requested:

Council approval to authorize City Clerk to advertise for Annual Bid # 325 - Backflow Preventers.

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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AGENDA ITEM REQUEST FORM

Meeting Date: 07/02/2013

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Neighbors Helping Neighbors Application - July 12, 2013 Funding Cycle

Attach additional information as necessary

Action Requested:

Authorize City Manager to execute documents associated with the Neighbors Helping Neighbors application that requests \$2,500 for the Round Island Lighthouse. There is no match associated with this grant.

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 checked="" type="checkbox"/>	No <input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	
			<input type="checkbox"/> Other	

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ROBBIE MAXWELL
MAYOR

JOSEPH R. HUFFMAN
CITY MANAGER

EDDIE WILLIAMS
CITY ATTORNEY



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

603 WATTS AVE. • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-762-1020
FAX 228-938-6749

July 2, 2012

Amanda Parker
Public Relations Specialist
Singing River Electric Power Association
P.O. Box 767
Lucedale, MS 39452-0767

RE: Round Island Lighthouse Preservation Society
Neighbors Helping Neighbors Grant Application

Dear Ms. Parker,

I would like to express my support for the Neighbors Helping Neighbors Grant application. This request for \$2,500 will fund an Ordinal Point of Compass Sponsorship. The reconstruction and restoration of the Round Island Lighthouse is a project that has been embraced by the community of Pascagoula and neighboring communities as well as tourists and lighthouse enthusiasts worldwide.

Neighbors Helping Neighbors Community Grant Program has been an invaluable resource for the City of Pascagoula in the past. The Lighthouse now stands as a gateway to the City welcoming everyone into Pascagoula. This project aims to boost the economy, educate the public, and strengthen City pride by providing access to Pascagoula's maritime legacy, cultural heritage, and bright future. This is a chance for Singing River Electric to be a part of history by funding the restoration and reconstruction of the Lighthouse.

If you have any questions or need additional information, please contact me at 228-938-6614. Thank you.

Sincerely,

Joe Huffman,
City Manager

Round Island Lighthouse Restoration

City of Pascagoula - Application

Singing River Electric - Neighbors Helping Neighbors Community Grant Program

Organizational Information

Organization Name: City of Pascagoula

Location: City of Pascagoula

Contact: Jen Dearman, Community and Economic Development Director

Address: P.O. Drawer 908, Pascagoula, MS 39567

Phone: 228-938-6651

Fax: 228-938-6637

Email: jdearman@cityofpascagoula.com

Incorporated in 1901, the City of Pascagoula is defined by maritime heritage and industry. Whereas industry remains crucial to Pascagoula's future, there is a renaissance taking place that accents the historical charm and natural assets of the City. Pascagoula's mission is to provide the highest quality of life for our citizens. Major accomplishments include the Magnolia Birding Pier, Environmental Education Trail, Historic Pascagoula Bike Trail, and the Historic Pathway. A beacon in these major accomplishments has been the relocation of the Round Island Lighthouse to the mainland. Exterior construction is underway, and a Topping Ceremony occurred on May 13th. The population served is the entire community of Pascagoula and neighboring communities as well as tourist and lighthouse enthusiasts worldwide.

Project Description

On the south side of Round Island in 1859, the Lighthouse stood as a beacon of safety for all ships headed towards the southeast Mississippi shore. Initial efforts were made to preserve the Lighthouse on Round Island; however, Hurricane Gorge toppled the structure and further damage occurred during Hurricane Katrina. In 2010, the structure was relocated to the mainland at the foot of the Pascagoula River Bridge just south of Highway 90 as people enter the City. Today it stands as a gateway to Pascagoula welcoming all those who visit and live in the City. The City and Round Island Lighthouse Preservation Society have partnered to raise funds and make the vision of the completed Round Island Lighthouse a reality.

Pascagoula seeks \$2,500 from the Singing River Electric Neighbors Helping Neighbors Grant. Funds will be used for an Ordinal Point of Compass Sponsorship. The sponsorship will provide a large engraving below one of the ordinal points on the compass rose patio surrounding the lighthouse.

The goals of the Lighthouse restoration include providing public access to a historic landmark, educating about maritime heritage, and boosting economic growth. Lighthouses are a unique asset to coastal regions and are a significant source of pride to residents. The target recipients are the 22,392 citizens of Pascagoula and the estimated 30,000+ annual visitors.

Round Island Lighthouse Restoration

City of Pascagoula - Application

Singing River Electric - Neighbors Helping Neighbors Community Grant Program

Project Design and Implementation Team

Jen Dearman, Community and Economic Development Director, is the project manager of the Restoration and Reconstruction of the Round Island Lighthouse. She manages fundraising efforts including grant applications and soliciting sponsorships. Jen oversees multiple construction projects for the City. She works with Compton Engineering and J.O. Collins Contractors, Inc. on this project.

Project Timeline

Project Period	Implementation Activity
August 2013	NHN award notification and distribution
September 2013	Finalize Singing River Electric Inscription
January - May 2014	Interior Construction
June - July 2014	Installation of the compass rose patio

Project Budget

Item	Ordinal Point of Compass Sponsor	Other Funding
SRE-NHN Grant	\$2,500.00	
Community Development Block Grant		\$181,068
Tidelands Trust Fund Program		\$254,480
Other Donations		\$150,000
MS Department of Archives and History		\$250,000
FEMA/MEMA		\$400,000
Total	\$2,500.00	\$1,235,548



AGENDA ITEM REQUEST FORM

Meeting Date: 7-2-2013

Submitting Department or Individual: Community Development

Contact Name: Lalinda Grace

Phone: 228-938-2352

Agenda Topic: Anchor Square Tenant Lease

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute lease for Sophia McClain 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	

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CITY OF PASCAGOULA

ANCHOR SQUARE LEASE AGREEMENT

The City of Pascagoula ("City" or "Lessor"), hereby agrees to lease Unit K situated in Anchor Square, as for fully described below, to Sophia McClain ("Tenant" or "Lessee"), pursuant to the following terms and conditions.

1. **Purpose.** The City desires to lease these Units for retail and/or commercial purposes under certain terms, conditions, and considerations as set forth herein. The purpose of Anchor Square is to create and incubate a collection of small businesses with each Lessee offering products and services that are unique and differentiated among other Lessees.
2. **Term of Lease.** The Term of this Lease shall be for a period of one (1) year commencing on the 1st day of June, 2013, and ending on the 31st day of May, 2014 ("Initial Term"). Provided Lessee is not in Default and has not violated any of the terms of this Lease at any point during the lease, including payment of rent prior to the 10th day of the month, Lessee is granted an option for a new Lease for twelve (12) months at the end of the Initial Term hereof subject to a rent payment adjustment, as determined by the Lessor and not to exceed 10% of the Base Rent for the Initial Term. Notice of intent to exercise this option must be provided by Lessee in writing to the Lessor not less than forty-five (45) days prior to the termination date of the Initial Term of this Lease.
3. **Base Rent.** Lessee shall pay unto the Lessor the sum of \$ 256.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1st day of each month and shall be considered delinquent if not paid by the 10th day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10th day of the month in which it is due, and for any rent payment or other amounts owed, including late fees or maintenance charges, which are delinquent for more than thirty (30) days, an overdue account charge of fifteen percent (15%) of the total delinquent amount shall be assessed and every month thereafter until the delinquent amount, including overdue account charges, are paid in full. 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.

4. **Deposit.** Lessee shall pay unto the Lessor the sum equal to twice the amount of the monthly Base Rent to be held in escrow by Lessor and to be applied to the repair or replacement, as deemed prudent by Lessor, of any damages to the Unit or Anchor Square that are 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 Unit and surrounding area (“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 at the beginning of the Initial Term of this Lease. Lessee accepts the Premises “as is and where is” and acknowledges satisfaction with the pre-lease inspection and the list of items set forth on Exhibit “A” attached hereto.
5. **Compliance with Business Plan.** As a condition of this Lease, Lessee shall have submitted to the City for its review the Lessee’s business plan, and any amendments or revisions thereto, for the proposed or current retail or commercial operation (“Business Plan”) and shall have received approval of such Business Plan (“Approved Business Plan”) before entering into, continuing, or renewing this Lease. The Approved Business Plan shall be attached to this Lease as Exhibit “B” and its terms and representations shall be part of the consideration of this Lease. Lessee agrees to substantially follow the terms and representations of the Approved Business Plan, including, but not limited to; product and service offerings, regular and consistent days and hours of public operation, and marketing and advertisement plans. Lessee further agrees to provide the City with general customer and sales data to be used by the City to determine the economic impact of this business incubator project. Lessor reserves the right, in its sole discretion, at any point, to determine whether Lessee is substantially following the terms and representations of the Approved Business and meeting the purpose of Anchor Square as described in Paragraph 1 above. Tenant’s failure, as determined by the City, to substantially follow the terms and representations of the Approved Business Plan or to meet the purpose of Anchor Square as described in Paragraph 1 above shall constitute a Default of this Lease.

6. **Minimum Hours of Operation.** Lessor agrees that their business will be open to the public for a minimum of thirty hours per week between the hours of 9:00 am and 6:00pm between the days of Monday and Saturday. Written permission may be requested for a business to operate for less than thirty hours per week on a limited basis. Lessor is under no obligation to grant this exception, and a Lessee's failure to remain open for business for a minimum of thirty hours per week shall constitute a Default of this Lease.
7. **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 incurred by the City or its affiliates for any such maintenance. To request performance of maintenance on any eligible defect or item of disrepair, Lessee must submit such request in writing by completing the Maintenance Request form which is attached hereto as Exhibit "C". Lessor is not obligated to investigate or perform maintenance without first receiving a completed Maintenance Request form from Lessee. 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 timely respond to eligible maintenance requests. 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 employees, agents, or invitees. Lessee shall be responsible for the maintenance and upkeep of any and all items placed on the Premises by Lessee, its agents, employees, or invitees. Should Lessee, through its own negligence, or negligence of any of its agents, employees, or invitees on the premises, cause damages thereto, then the repair of same shall be the responsibility of Lessee. Should Lessor have to perform repairs of such damage, then in such event, Lessee shall be charged for all expenses incurred by Lessor or its affiliates in making the repairs. Lessee shall have thirty (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 terms arising in the event of Default. Delinquent amounts for such repairs shall be subject to the overdue charge of fifteen (15%) described in Paragraph 3 above.

8. **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 terms arising in the event of Default and may also result in the disconnection of utility services by Lessor.
9. **Covenants.** The Covenants attached hereto as Exhibit "D" are hereby incorporated herein and constitute enforceable terms, representations, and consideration of this Lease. Lessee hereby agrees, promises, covenants, and warrants that it and its employees, agents, and invitees will comply with each of the Covenants. Failure of Lessee to comply with any of these Covenants shall constitute a Default under the terms of this Lease.
10. **Modifications.** Should Lessee desire to make any modifications to the interior of the unit, including painting, replacement of hardware and fixtures, and installation of equipment or fixtures; 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.
11. **Default.** 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 action, then Lessee shall be responsible for all attorney fees, court costs and expenses incurred by Lessor in bringing and pursuing any action whatsoever, whether in a Court of Law or by negotiation without the necessity of filing suit.
12. **Jurisdiction and Venue.** The parties agree that this Lease and any modifications, amendments, or renewals hereto are made and entered in Pascagoula, Mississippi, on the

date shown above and that jurisdiction and venue for any disputes regarding the terms and conditions of this Lease shall be in 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.

13. **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, fixtures, equipment, or furniture 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.
14. **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, or certain performance obligations contained herein, 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.
15. **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. Any failure to comply with the promises, representations, and considerations made by Lessee in this paragraph shall constitute a Default of this Lease.

16. **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 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.
17. **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. Furthermore, the sale, consumption or use of alcohol is likewise prohibited in the Units or in the common areas outside the Units unless expressly allowed by the City. Lessee shall not permit or allow the entrance of domesticated or undomesticated 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.
18. **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 Unit, or by certified mail to the following address:

Name: Joe Huffman, City Manager

Address: P. O. Drawer 908, Pascagoula, MS 39568

Witness the signatures of the parties on the 1st day of June, 13.

LESSEE:

The Curvy Boutique
Name of Business

By: Sophia McClain
Owner or Authorized Agent

OWNER
Title

LESSOR:

City of Pascagoula

By: _____
Mayor

EXHIBIT "A"
PRE-LEASE INSPECTION SHEET
UNIT NO. K

1. _____
2. note repaired holes in wall (back room)
3. note holes around water heater
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____

By: Sophia McClain
Prospective Lessee

By: [Signature]
City of Pascagoula

EXHIBIT "B"

LESSEE'S BUSINESS PLAN



BUSINESS PLAN

Curves with Confidence Boutique

*Sophia McClain
7101 Rose Farm Rd
Ocean Springs, Ms 39564
(228)257-2040
07/26/2011*



BUSINESS PLAN

SECTION 1: THE BUSINESS PROFILE

The average woman is a size 14 and according to research that's currently the size entry to the plus sized clothing. The purpose of this business plan is to secure long term success of a new minority business. This retail will cater to full figured women. It will set the new standards on the way plus size women dress and feel. The way you look on the outside makes you feel good on the inside. I want to bring classy, sassy, appealing clothes and affordable clothes to the area that are hard to find instead of going to another state or ordering online. There are plenty retailers who market plus size clothing, however Curves with Confidence would be the first full figured boutique on the coast.

Targeted Market and Customer

I want to focus and assist every woman and teen to find their inner beauty while helping them look good on the outside. Women want to look sexy, stylish and there is NO reason why you can't be just as sexy and stylish in a size 16 as you can be in a size 2!

Growth Trends In This Business

The biggest demand for retailers are for petite and plus sized clothing. The market is growing by the second. One quarter of the women clothing sold in the UK this year alone will be a size 18 or above. Through research plus size clothing will account 23.2% of total women's wear in 2011, compared with 18.7% in 2006. Today you are finding more women that are comfortable with themselves. Being comfortable by accepting who they are. There is a large proportion of plus size market that is made up of older shoppers demanding more classic design, there is also an increasing need for more fashionable plus size items for younger shoppers as myself.

Pricing Power

This market is growing rapidly with extremely low cost. Using existing production facilities plus sized clothing is bringing plus sized profit to retailers. Kohl has seen its stock rise 10% so far this year. By some estimates plus size market has grown 50% to \$32 billion in the last 5 years. The larger sized women division is outselling smaller sized apparel. Everyday there is always a new trend. When a celebrity of plus size wears something the next person usually wants it. It's my job to make sure I can get something similar or just as better. And I will make that my TOP priority. Keeping up with the latest fashions at reasonable prices. Profit that is made would benefit my family and to reinvest in the Plus Sized Industry while performing plus sized fashion shows to market my product, cater to women with self esteem issues by giving makeovers and to make my business stand out better than the rest and to one day venture out with another full figured boutique.

Exhibit "C"

WORK/MAINTENANCE REQUEST

Anchor Square

DATE: _____

PROPERTY ADDRESS: _____

CONTACT INFORMATION:

Tenant: _____

Phone: _____

Email: _____

ACCESS TO THE PREMISES (pick one option):

_____ I want to be present for the appointment; I understand that appointments will **7am-3pm Monday-Friday**, and will make arrangements for someone to let maintenance in.

_____ Maintenance has my permission to log out key from the Anchor Square office and enter building to complete authorized repairs.

_____ Date: _____
(signature)

Description of problem: be sure to include as many details as possible. This ensures an accurate description of the problem in order to determine the quickest, cost-effective, quality resolution.

EXHIBIT "D"

Covenants for Anchor Square

The following covenants shall be binding upon all tenants of Anchor Square, a retail development located at the intersection Frederic Street and Delmas Avenue in the City of Pascagoula. These covenants shall run with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, or until further order of the City Council of the City of Pascagoula, Mississippi.

1. Tobacco Products: Use of tobacco products of any kind on the premises of Anchor Square, including the common areas, is strictly prohibited.
2. Alcoholic Beverages: The sale, consumption or possession of alcoholic beverages on the premises, including the common areas, is strictly prohibited except as otherwise authorized by the City Council for the City of Pascagoula.
3. Common Areas: The common area shall consist of all open space outside the structures located in the Anchor Square Complex, including but not limited to all decking, parking areas, green space and property immediately surrounding the several units comprising the Anchor Square Complex. It shall be the duty of each tenant to maintain the common areas immediately adjacent to their respective units. Maintenance shall include, but not necessarily be limited to, daily cleaning of the common areas, removal of

trash and debris, and the prompt reporting of any structural defects in any portion of the common areas.

4. Noxious Activity: No noxious or illegal activity of any kind shall be carried on in any of the units comprising Anchor Square Complex, or upon the common areas thereof.
5. Activities Allowed: Use of the units comprising the Anchor Square Complex shall be limited to retail, or commercial use only. No residential use shall be made of any unit located within the complex unless specifically authorized by the City Council of the City of Pascagoula.
6. Hours of Operation: Tenants of the units comprising the Anchor Square Complex shall be required to maintain business operations for a minimum of thirty (30) hours per week between the hours of 9:00 A.M. and 6:00 P.M. Monday through Saturday.
7. Signage: Tenants desiring to place signs on the premises to advertise their business hours, or the nature of their business, must first obtain approval for such signs from the Planning & Building Department for the City of Pascagoula. Signs that do not comply with the sign ordinance as set forth in the Unified Development Ordinance, will not be allowed unless approved by the Planning Board for the City of Pascagoula and the City Council.
8. Inspection: All tenants in any of the units comprising the Anchor Square Complex shall allow inspections by City officials for the purpose of insuring the proper maintenance and upkeep of the units. Reasonable notice shall be

given to the tenants and such inspection shall be conducted in a manner that will not interfere with tenant business operations.

9. Safety: Tenants in each of the units comprising Anchor Square Complex shall be required to have in place smoke alarms approved by the Pascagoula Fire Department. Each unit shall be required to have on hand and readily available such fire suppression equipment as the Pascagoula Fire Department deems appropriate.
10. Solid Waste: The City of Pascagoula shall provide, on the premises, a dumpster for solid waste disposal the use of which shall be restricted to the tenants and their respective business operations. Under no circumstances shall tenants use the dumpster for the discarding of personal property or any solid waste that is not generated on the demised premises. Tenants will be assessed a fee in addition to rent to cover the cost of solid waste disposal.
11. Noise: Loud and unreasonable noise levels will not be tolerated at any time. Outside speakers, musical equipment, and televisions are expressly prohibited except upon specific approval by the Director of Planning and Building.
12. Merchandising: Merchandising of any products held for resale to the general public shall be confined to the interior of the units comprising the Anchor Square Complex and the common areas immediately in front of each unit to the extent of twelve (12) feet from the front wall thereof. Tenants desiring to display merchandise in any other location within the common areas must

first obtain the permission of the Director of Planning and Building and, in no event, shall display of such merchandise inhibit the free flow of pedestrian traffic to and from the units.

13. Parking: All parking shall be in the spaces designated for that purpose.

Loading and unloading of inventory and merchandise will be allowed on an as-needed basis at the ramps and steps leading onto the common area decks. In no event, however, shall such loading and unloading at these locations exceed 30 minutes in duration during business days.

14. Health Department Permits: Tenants operating any business requiring Health Department permits shall be solely responsible for obtaining such permits. Such permits shall be displayed on the premises in a prominent location and all Health Department permits shall be maintained in a current status.

15. Business Licenses: Tenants shall be solely responsible for obtaining business licenses for the operation of their business within the Anchor Square Complex. Failure to obtain a business license, or to maintain the license as current, may result in the tenant being locked out of the unit until such time as the proper business license has been obtained.

16. Hazardous Waste: No hazardous waste of any kind shall be allowed on the premises, or in the dumpster provided for the use of the tenants. Hazardous Waste shall include but not be limited to paints, solvents, fuels, cleaning agents, chemicals, poisons, insecticides, or pesticides, or any product

designated as hazardous by the Mississippi Department of Environmental Quality and the ordinances of the City of Pascagoula.

17. Amendments: It shall be the prerogative of the City Council of the City of Pascagoula to amend these covenants as the need may arise. Notice shall be given to all tenants for a period of thirty (30) days prior to the adoption of such amendments and input from the tenants concerning such amendments must be made at that time. Tenants may appear before the City Council at the meeting at which such amendments will be considered to voice any concerns they may have regarding the same.

18. Violations: Violation of any of these covenants by any tenant on the premises may be grounds for revocation of the tenancy by the City. Enforcement of these covenants shall be the prerogative of the Director of Planning & Building for the City of Pascagoula. Should any tenant feel aggrieved by the enforcement of any of these covenants, such tenant shall file a written request for a hearing before the Director of Planning & Building. His determination as to the proper enforcement of any covenant for which a grievance is filed shall be a final determination for all purposes.



AGENDA ITEM REQUEST FORM

Meeting Date: 7-2-2013

Submitting Department or Individual: Community Development

Contact Name: Lalinda Grace

Phone: 228-938-2352

Agenda Topic: Anchor Square Tenant Lease

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute lease for Norma Nelson 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*

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

ANCHOR SQUARE LEASE AGREEMENT

The City of Pascagoula ("City" or "Lessor"), hereby agrees to lease Unit M situated in Anchor Square, as for fully described below, to Norma Nelson dba D'Vine Soul Food & Catering ("Tenant" or "Lessee"), pursuant to the following terms and conditions.

1. **Purpose.** The City desires to lease these Units for retail and/or commercial purposes under certain terms, conditions, and considerations as set forth herein. The purpose of Anchor Square is to create and incubate a collection of small businesses with each Lessee offering products and services that are unique and differentiated among other Lessees.
2. **Term of Lease.** The Term of this Lease shall be for a period of one (1) year commencing on the 1st day of June, 2013, and ending on the 31st day of May, 2014 ("Initial Term"). Provided Lessee is not in Default and has not violated any of the terms of this Lease at any point during the lease, including payment of rent prior to the 10th day of the month, Lessee is granted an option for a new Lease for twelve (12) months at the end of the Initial Term hereof subject to a rent payment adjustment, as determined by the Lessor and not to exceed 10% of the Base Rent for the Initial Term. Notice of intent to exercise this option must be provided by Lessee in writing to the Lessor not less than forty-five (45) days prior to the termination date of the Initial Term of this Lease.
3. **Base Rent.** Lessee shall pay unto the Lessor the sum of \$ 352.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1st day of each month and shall be considered delinquent if not paid by the 10th day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10th day of the month in which it is due, and for any rent payment or other amounts owed, including late fees or maintenance charges, which are delinquent for more than thirty (30) days, an overdue account charge of fifteen percent (15%) of the total delinquent amount shall be assessed and every month thereafter until the delinquent amount, including overdue account charges, are paid in full. 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.

4. **Deposit.** Lessee shall pay unto the Lessor the sum equal to twice the amount of the monthly Base Rent to be held in escrow by Lessor and to be applied to the repair or replacement, as deemed prudent by Lessor, of any damages to the Unit or Anchor Square that are 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 Unit and surrounding area (“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 at the beginning of the Initial Term of this Lease. Lessee accepts the Premises “as is and where is” and acknowledges satisfaction with the pre-lease inspection and the list of items set forth on Exhibit “A” attached hereto.
5. **Compliance with Business Plan.** As a condition of this Lease, Lessee shall have submitted to the City for its review the Lessee’s business plan, and any amendments or revisions thereto, for the proposed or current retail or commercial operation (“Business Plan”) and shall have received approval of such Business Plan (“Approved Business Plan”) before entering into, continuing, or renewing this Lease. The Approved Business Plan shall be attached to this Lease as Exhibit “B” and its terms and representations shall be part of the consideration of this Lease. Lessee agrees to substantially follow the terms and representations of the Approved Business Plan, including, but not limited to; product and service offerings, regular and consistent days and hours of public operation, and marketing and advertisement plans. Lessee further agrees to provide the City with general customer and sales data to be used by the City to determine the economic impact of this business incubator project. Lessor reserves the right, in its sole discretion, at any point, to determine whether Lessee is substantially following the terms and representations of the Approved Business and meeting the purpose of Anchor Square as described in Paragraph 1 above. Tenant’s failure, as determined by the City, to substantially follow the terms and representations of the Approved Business Plan or to meet the purpose of Anchor Square as described in Paragraph 1 above shall constitute a Default of this Lease.

6. **Minimum Hours of Operation.** Lessor agrees that their business will be open to the public for a minimum of thirty hours per week between the hours of 9:00 am and 6:00pm between the days of Monday and Saturday. Written permission may be requested for a business to operate for less than thirty hours per week on a limited basis. Lessor is under no obligation to grant this exception, and a Lessee's failure to remain open for business for a minimum of thirty hours per week shall constitute a Default of this Lease.
7. **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 incurred by the City or its affiliates for any such maintenance. To request performance of maintenance on any eligible defect or item of disrepair, Lessee must submit such request in writing by completing the Maintenance Request form which is attached hereto as Exhibit "C". Lessor is not obligated to investigate or perform maintenance without first receiving a completed Maintenance Request form from Lessee. 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 timely respond to eligible maintenance requests. 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 employees, agents, or invitees. Lessee shall be responsible for the maintenance and upkeep of any and all items placed on the Premises by Lessee, its agents, employees, or invitees. Should Lessee, through its own negligence, or negligence of any of its agents, employees, or invitees on the premises, cause damages thereto, then the repair of same shall be the responsibility of Lessee. Should Lessor have to perform repairs of such damage, then in such event, Lessee shall be charged for all expenses incurred by Lessor or its affiliates in making the repairs. Lessee shall have thirty (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 terms arising in the event of Default. Delinquent amounts for such repairs shall be subject to the overdue charge of fifteen (15%) described in Paragraph 3 above.

8. **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 terms arising in the event of Default and may also result in the disconnection of utility services by Lessor.
9. **Covenants.** The Covenants attached hereto as Exhibit "D" are hereby incorporated herein and constitute enforceable terms, representations, and consideration of this Lease. Lessee hereby agrees, promises, covenants, and warrants that it and its employees, agents, and invitees will comply with each of the Covenants. Failure of Lessee to comply with any of these Covenants shall constitute a Default under the terms of this Lease.
10. **Modifications.** Should Lessee desire to make any modifications to the interior of the unit, including painting, replacement of hardware and fixtures, and installation of equipment or fixtures; 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.
11. **Default.** 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 action, then Lessee shall be responsible for all attorney fees, court costs and expenses incurred by Lessor in bringing and pursuing any action whatsoever, whether in a Court of Law or by negotiation without the necessity of filing suit.
12. **Jurisdiction and Venue.** The parties agree that this Lease and any modifications, amendments, or renewals hereto are made and entered in Pascagoula, Mississippi, on the

date shown above and that jurisdiction and venue for any disputes regarding the terms and conditions of this Lease shall be in 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.

13. **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, fixtures, equipment, or furniture 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.

14. **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, or certain performance obligations contained herein, 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.

15. **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. Any failure to comply with the promises, representations, and considerations made by Lessee in this paragraph shall constitute a Default of this Lease.

16. **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 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.
17. **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. Furthermore, the sale, consumption or use of alcohol is likewise prohibited in the Units or in the common areas outside the Units unless expressly allowed by the City. Lessee shall not permit or allow the entrance of domesticated or undomesticated 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.
18. **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 Unit, or by certified mail to the following address:

Name: Joe Huffman, City Manager

Address: P. O. Drawer 908, Pascagoula, MS 39568

Witness the signatures of the parties on the 11 day of June, 2013.

LESSEE:

D'Vene Soufford + Catering
Name of Business

By:

[Signature]
Owner or Authorized Agent

owner
Title

LESSOR:

City of Pascagoula

By:

Mayor

PRE-LEASE INSPECTION SHEET

UNIT NO. M

1. Leasee would like all kitchen cabinets removed.
2. Leasee would like to keep stove, microwave, hood,
3. and refrigerator and sink.
4. Some tears/pucker in laminate flooring

5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____



Prospective Lessee

City of Pascagoula
By: _____

EXHIBIT "B"

LESSEE'S BUSINESS PLAN

D'VINE SOULFOOD & CATERING
DELMAS VILLA
PASCAGOULA, MS
228-623-9796

MS NORMA NELSON
3931 JOSEPH AVE
MOSS POINT, MS 39567
2258-623-9796

FEBRUARY 28, 2011

SECTION 1. EXECUTIVE SUMMARY

ABSTRACT-MISSION STATEMENT AND OBJECTIVES

D'VINE SOULFOOD & CATERING WILL BE BASED ON PASCAGOULA SPECIALIZING IN PREPARING HOT MEALS FOR THE PUBLIC. THIS IS A HIGH SERVICE TARGETED TO THE LOCAL AND TOURIST THAT VISIT THE AREA. D'VINE WILL MAKE SURE THAT THE PRODUCT WE SERVE WILL MEET THE NEEDS OF THE PEOPLES.

DESCRIPTION OF SERVICES

D'VINE WILL PREPARE AND SERVE B-B-Q RIBS, PULL PORK, BAKE BEANS, POTATO SALAD SMOKE CHICKEN AND OTHER MEAT. D'VINE FEEL CONFIDENT THAT WE WILL BE ABLE TO SERVE OUR CUSTOMERS WITH GOOD CUSTOMER SERVICE AND THE FOOD THAT IS KNOWN FOR THE STANDARD THAT WE SET FOR OURSELVES.

MARKETING PLAN

D'VINE WILL TARGET THE WORKING BUSINESS IN THE AREA AND THE TOURIST THAT ARE VISITING THE AREA. CLIENT'S WORD OF MOUTH, LOCAL RADIO ADVERTISING AND PHONE DIRECTORY WILL ACHIEVE MARKETING. THE SERVICES ARE PERCEIVED AS YEAR ROUND, AND THE GROWTH POTENTIAL IS POSITIVE. D'VINE IS COMPETITIVE, AND WILL APPEAL TO MOST CONSUMERS IN ANY INCOME RANGE. THE FOOD SERVICE BUSINESS WILL ALWAYS HAVE THE OPPORTUNITY FOR GROWTH. THE FOOD WILL BE VERY AFFORDABLE,

FINANCIAL BUGET

D'VINE SOULFOOD & CATERING HAS 50% OWNER'S EQUITY TO PERMIT AND 50% FINANCING. THE SHOW POSITIVE RETURNS ON INVESTMENT WITH THE POTENTIAL FOR EXPANDED GROWTH AND DEVELOPMENT OF THE COMPANY. DURING THE WINTER MONTHS FOOD BUSINESS SLOW DOWN AND THAT IS WHEN YOU HAVE TO BE CREATED TO BRING IN NEW CUSTOMER BY OFFERING DISCOUNT AND DURING CATERING TO HELP PAY THE BILLS . D'VINE HAS BEEN IN BUSINESS IN BILOXI FOR FIVE YEARS AND HAS LEARN HOW TO STAY IN BUSINESS. D'VINE ALREADY HAS LOYAL CUSTOMERS THAT LOOKS FOR THEM WHEN THERE ARE FESTVIALS GOING ON IN THE AREA.

THE MONEY THAT IS MADE FOR THE FRIST COUPLE OF YEARS WILL BE REINVESTED IN THE BUSINESS. I HAVE ALWAYS TRIED TO STAY OUT OF DEBT, BY REINVESTING . I WILL START BY DURING JUST RIBS , PULL PORK, BAKE BEANS, POTATO SALAD, AND SMOKE CHICKEN. AS THE MONEY BEGAN TO COME IN STUDY I WILL BUY MORE EQUIPMENT TO BE ABLE TO ENLARGE MY MENU.

MY CATERING BUSINESS IS ANOTHER WAY OF GETTING MORE MONEY INTO THE BUSINESS. IN BILOXI I AVERAGE ABOUT 3 LUNCHEON A WEEK.

OWENERSHIP OF THE BUSINESS

D'VINE OULFOOD & CATERING WILL BE IN PASCAGOULA VILLA, IT WILL BE A SOLE PROPRIETORSHIP. MS NORMA NELSON, WILL BE THE OWNER/ MANAGER

SECTION II. HISTORY

MS NORMA NELSON, THE OWNER/MANGER OF D'VINE SOULFOOD & CATERING HAS BEEN IN BUSINESS FOR THE LAST 5 YEARS AND HAS LEARN BY EXPERINCE HOW TO STAY IN BUSINESS. IN THESE TIMES IT IS NOT EASY TO STAY IN BUSINESS THAT IS WHY YOU HAVE TO BE VERY CREATIVE IN ORDER TO GIVE THE PEOPLE WHAT THEY WANT. THIS IS WHAT MAKES THEM COME BACK FOR MORE. IF YOU PUT OUT GOOD PRODUCT AND GOOD CUSTOMER SERVICE AND ALSO GOOD PRICING YOU CAN STAY IN BUSINESS. I HAVE DEMONSTRATED THE FLEXIBILITY TO ADAPT TO CHANGING SITUATIONS, PERSISTENCE, WORK ETHICS, TECHNICAL SKILLS, ORGANIZATIONS SKILLS AND COMMUNICATION/PEOPLE SKILLS REQUIRED TO RUN A BUSINESS.

SECTION III. DEFINITION OF BUSINESS

THE FOOD BUSINESS IS A BUSINESS THAT RELY ON YOU HAVING A GOOD AND AFFORDABLE PRODUCT. THERE WILL BE WEDDING AND FAMILY REUNION DURING THE SUMMER AND IN THE WINTER FESTVIAL TO HELP KEEP THE MONEY COMING IN DURING THE SLOW PREIODS.

SECTION IV. DEFINITION OF THE MARKET

THE FOOD BUSINESS IS EXPERIENCING RAPID GROWTH. ACCORDING TO ALL THE NEW RESTURANT I'VE SEEN POPPING UP THE SMALL BUSINESS IS BOMBING. PEOPLE ARE MAKING BETTER CHOICES WHEN IT COME TO SPENDING THEIR MONEY . THEY DON'T WANT TO SPEND THEIR MONEY ON FOOD THAT IS OUT OF A CAN . THEY WANT HOME COOK FOOD WITHOUT DURING THE COOKING AND ARE WILLING TO SPEND WHAT IT TAKES TO GET IT.

COMPETITOR ANALYSIS

I. STRENGTHS

- A. THE MAJOR FRANCHISES OFFER NAME RECOGNITION TO THE CUSTOMERS.
- B. FANCHISES ALSO HAVE CORPORATE SUPPORT IN OPERATIONS, MANAGEMENT, ACCOUNTING, TECHNICAL SYSTEM
- C. THE COMPETITOR'S HAVE BEEN IN BUSINESS LONG ENOUGH TO TARGET THE MOST PROFITABL SERVICES.

2. WEAKNESS

- A. THE COMPETITORS, BEING THAT THEY HAVE TO LOOK AT THE BOTTOM LINE WOULD NOT GIVE EVERYONE THE PERSONAL ATTENTION.
- B. THE COMPETITORS DO NOT HAVE TIME TO GET TO KNOW THEIR CUSTOMERS .
- C. THE BIG FOOD CHANGE DO NOT OFFER FOOD THAT TASTE LIKE MOMMY COOKED IT.

GROWTH STRATEGY

PEOPLE LIKE THE IDEAL OF BEING ABLE TO GO TO A RESTURANT AFTER WORK AND EATING A HOME COOK MEAL AND HAVING TO COOK IT, OR PICKING UP A DINNER TO CARRY HOME AND ENJOYING IT WITHOUT HAVE TO COOK IT THEMSELVES. D'VINE WILL OFFER THAT CHOICE. THE REASON FOR SOMEONE TO CHOSE D'VINE IS THAT THEY KNOW THEY WOULD NOT BE DISAPPOINTED WITH THE PRODUCE THE BUY.

MARKING STRATEGY

WORD OF MOUTH IS THE BEST MARKING TOOL. PEOPLE ALWAYS ASKING WHERE ARE THE BEST PLACE TO GET SOMETHING GOOD TO EAT. EATING AT D'VINE WILL GIVE YOU THE SATIFACTION KNOWING YOU JUST GOT THE BEST MEAL FOR YOUR HARD EARN MONEY, AND YOU WERE TREATED WITH THE BEAT CUSTOMERS SERVICE EVER. MOST PEOPLE EAT OUT 3 TO 4 TIMES A WEEK AND WHEN YOU GIVE THEM WHAT THEY WANT YOU WILL BE ON THEIR LIST OF PLACES TO EAT.

SECTION V. DESCRIPTION OF SERVICES

D'VINE SOULFOOD & CATERING IS A SMALL BUSINESS BASE OUT OF BILOXI. WE ARE OFFERING SERVICE THAT IS FAR ABOVE THE REST. GOOD FOOD AND THE BEST SERVICE IN TOWN. CUSTOMERS WILL HAVE THE CONFIDENT IN KNOWING THAT THIS BUSINESS HAS THE ABILITY TO PREPARE THEIR FOOD LIKE IT WAS FOR THEIR OWN FAMILIES. THE SERVICES TO BE OFFERED WILL BE THE FOLLOWING:

- A. PERSONAL ATTENTION
- B. CALL IN ORDERS
- C. PICK-UP ORDERS
- D. DINE IN

SECTION VI. MANAGEMENT STRRUCTURE

INITIALLY, SERVICES WILL BE PROVIDED BY MYSELF AS SOLE PROPRIETOR. AS BUSINESS GROWS, I WILL BE ABLE TO INCREMENTALLY BRING ABOARD FOUR TO SIX ADDITIONAL WORKERS AND OFFER MORE SERVICES AS THE CLIENTELE BASE OF THE COMPANY EXPANDS.

SECTION VII. OBJECTIVES AND GOALS

THE FIRST GOALS OF D'VINE SOULFOOD & CATERING IS TO ESTABLISH THE BUSINESS AND TO BE ABLE TO SUSTAIN THE OWNER. THIS COULD BE DONE MINIMALLY WITH FIFTEEN THOUSAND OF QUATERLY BUSINESS. THIS WOULD REQUIRE THE OWNER TO DEVELOP A SOLID MARKING STRATEGY, PURSE NEW CUSTOMERS, AND PROVIDE SERVICES ON FUTURE CUSTOMER

THE OWNER'S NEXT GOAL WOULD BE TO DOUBLE THE CUSTOMERS EACH YEAR. THUS THE OBECTIVES FOR D'VINE SOULFOOD & CATERING WOULD BE TO HAVE THREE TIMES THE CUSTOMER BASE AS THE YEAR BEFORE. THE LONG TERM GOAL FOR D'VINE SOULFOOD & CATERING IS TO ACHIEVE TWO HUNDERD THOUSAND WORTH OF ANNUAL CUSTOMERS.

AS BUSINESS EXPAND D'VINE WOULD MOVE INT A LARGER SPACE, INCREMENTALLY HIRE MORE WORKERS. I WOULD LIKE TO STAY IN THE PASCAGOULA AREA.

MENU

PLATES SERVE WITH 2 SIDES

BAKE BEANS AND POTATO SALAD

RIB PLATE 8.00

SMOKE CHICKEN PLATE 7.50

PULLPORK SANDWICH 5.00

TURKEY LEG 6.00

HAMBURGER 3.50

CH BURGER 4.00

HOT DOGS 2.00

FRIES 2.00

CAN DRINKS 1.00

TEA SM 1.50 LG 2.25

Exhibit "C"

WORK/MAINTENANCE REQUEST

Anchor Square

DATE: _____

PROPERTY ADDRESS: _____

CONTACT INFORMATION:

Tenant: _____
Phone: _____
Email: _____

ACCESS TO THE PREMISES (pick one option):

- _____ I want to be present for the appointment; I understand that appointments will **7am-3pm Monday-Friday**, and will make arrangements for someone to let maintenance in.

- _____ Maintenance has my permission to log out key from the Anchor Square office and enter building to complete authorized repairs.

_____ Date: _____
(signature)

Description of problem: be sure to include as many details as possible. This ensures an accurate description of the problem in order to determine the quickest, cost-effective, quality resolution.

EXHIBIT "D"

Covenants for Anchor Square

The following covenants shall be binding upon all tenants of Anchor Square, a retail development located at the intersection Frederic Street and Delmas Avenue in the City of Pascagoula. These covenants shall run with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, or until further order of the City Council of the City of Pascagoula, Mississippi.

1. Tobacco Products: Use of tobacco products of any kind on the premises of Anchor Square, including the common areas, is strictly prohibited.
2. Alcoholic Beverages: The sale, consumption or possession of alcoholic beverages on the premises, including the common areas, is strictly prohibited except as otherwise authorized by the City Council for the City of Pascagoula.
3. Common Areas: The common area shall consist of all open space outside the structures located in the Anchor Square Complex, including but not limited to all decking, parking areas, green space and property immediately surrounding the several units comprising the Anchor Square Complex. It shall be the duty of each tenant to maintain the common areas immediately adjacent to their respective units. Maintenance shall include, but not necessarily be limited to, daily cleaning of the common areas, removal of

trash and debris, and the prompt reporting of any structural defects in any portion of the common areas.

4. Noxious Activity: No noxious or illegal activity of any kind shall be carried on in any of the units comprising Anchor Square Complex, or upon the common areas thereof.
5. Activities Allowed: Use of the units comprising the Anchor Square Complex shall be limited to retail, or commercial use only. No residential use shall be made of any unit located within the complex unless specifically authorized by the City Council of the City of Pascagoula.
6. Hours of Operation: Tenants of the units comprising the Anchor Square Complex shall be required to maintain business operations for a minimum of thirty (30) hours per week between the hours of 9:00 A.M. and 6:00 P.M. Monday through Saturday.
7. Signage: Tenants desiring to place signs on the premises to advertise their business hours, or the nature of their business, must first obtain approval for such signs from the Planning & Building Department for the City of Pascagoula. Signs that do not comply with the sign ordinance as set forth in the Unified Development Ordinance, will not be allowed unless approved by the Planning Board for the City of Pascagoula and the City Council.
8. Inspection: All tenants in any of the units comprising the Anchor Square Complex shall allow inspections by City officials for the purpose of insuring the proper maintenance and upkeep of the units. Reasonable notice shall be

given to the tenants and such inspection shall be conducted in a manner that will not interfere with tenant business operations.

9. Safety: Tenants in each of the units comprising Anchor Square Complex shall be required to have in place smoke alarms approved by the Pascagoula Fire Department. Each unit shall be required to have on hand and readily available such fire suppression equipment as the Pascagoula Fire Department deems appropriate.
10. Solid Waste: The City of Pascagoula shall provide, on the premises, a dumpster for solid waste disposal the use of which shall be restricted to the tenants and their respective business operations. Under no circumstances shall tenants use the dumpster for the discarding of personal property or any solid waste that is not generated on the demised premises. Tenants will be assessed a fee in addition to rent to cover the cost of solid waste disposal.
11. Noise: Loud and unreasonable noise levels will not be tolerated at any time. Outside speakers, musical equipment, and televisions are expressly prohibited except upon specific approval by the Director of Planning and Building.
12. Merchandising: Merchandising of any products held for resale to the general public shall be confined to the interior of the units comprising the Anchor Square Complex and the common areas immediately in front of each unit to the extent of twelve (12) feet from the front wall thereof. Tenants desiring to display merchandise in any other location within the common areas must

first obtain the permission of the Director of Planning and Building and, in no event, shall display of such merchandise inhibit the free flow of pedestrian traffic to and from the units.

13. Parking: All parking shall be in the spaces designated for that purpose.

Loading and unloading of inventory and merchandise will be allowed on an as-needed basis at the ramps and steps leading onto the common area decks. In no event, however, shall such loading and unloading at these locations exceed 30 minutes in duration during business days.

14. Health Department Permits: Tenants operating any business requiring Health Department permits shall be solely responsible for obtaining such permits. Such permits shall be displayed on the premises in a prominent location and all Health Department permits shall be maintained in a current status.

15. Business Licenses: Tenants shall be solely responsible for obtaining business licenses for the operation of their business within the Anchor Square Complex. Failure to obtain a business license, or to maintain the license as current, may result in the tenant being locked out of the unit until such time as the proper business license has been obtained.

16. Hazardous Waste: No hazardous waste of any kind shall be allowed on the premises, or in the dumpster provided for the use of the tenants. Hazardous Waste shall include but not be limited to paints, solvents, fuels, cleaning agents, chemicals, poisons, insecticides, or pesticides, or any product

designated as hazardous by the Mississippi Department of Environmental Quality and the ordinances of the City of Pascagoula.

17. Amendments: It shall be the prerogative of the City Council of the City of Pascagoula to amend these covenants as the need may arise. Notice shall be given to all tenants for a period of thirty (30) days prior to the adoption of such amendments and input from the tenants concerning such amendments must be made at that time. Tenants may appear before the City Council at the meeting at which such amendments will be considered to voice any concerns they may have regarding the same.

18. Violations: Violation of any of these covenants by any tenant on the premises may be grounds for revocation of the tenancy by the City. Enforcement of these covenants shall be the prerogative of the Director of Planning & Building for the City of Pascagoula. Should any tenant feel aggrieved by the enforcement of any of these covenants, such tenant shall file a written request for a hearing before the Director of Planning & Building. His determination as to the proper enforcement of any covenant for which a grievance is filed shall be a final determination for all purposes.

EXHIBIT "D"

MAINTENANCE REQUEST FORM



AGENDA ITEM REQUEST FORM

Meeting Date: 7-2-2013

Submitting Department or Individual: Community Development

Contact Name: Lalinda Grace

Phone: 228-938-2352

Agenda Topic: Anchor Square Tenant Lease

Attach additional information as necessary

Action Requested:

Authorize Mayor to execute lease for Lisa Catchot 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*

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

ANCHOR SQUARE LEASE AGREEMENT

The City of Pascagoula ("City" or "Lessor"), hereby agrees to lease Unit N situated in Anchor Square, as for fully described below, to Lisa Catchot ("Tenant" or "Lessee"), pursuant to the following terms and conditions.

1. **Purpose.** The City desires to lease these Units for retail and/or commercial purposes under certain terms, conditions, and considerations as set forth herein. The purpose of Anchor Square is to create and incubate a collection of small businesses with each Lessee offering products and services that are unique and differentiated among other Lessees.
2. **Term of Lease.** The Term of this Lease shall be for a period of one (1) year commencing on the 1st day of June, 2013, and ending on the 31st day of May, 2014 ("Initial Term"). Provided Lessee is not in Default and has not violated any of the terms of this Lease at any point during the lease, including payment of rent prior to the 10th day of the month, Lessee is granted an option for a new Lease for twelve (12) months at the end of the Initial Term hereof subject to a rent payment adjustment, as determined by the Lessor and not to exceed 10% of the Base Rent for the Initial Term. Notice of intent to exercise this option must be provided by Lessee in writing to the Lessor not less than forty-five (45) days prior to the termination date of the Initial Term of this Lease.
3. **Base Rent.** Lessee shall pay unto the Lessor the sum of \$ 352.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1st day of each month and shall be considered delinquent if not paid by the 10th day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10th day of the month in which it is due, and for any rent payment or other amounts owed, including late fees or maintenance charges, which are delinquent for more than thirty (30) days, an overdue account charge of fifteen percent (15%) of the total delinquent amount shall be assessed and every month thereafter until the delinquent amount, including overdue account charges, are paid in full. 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.

4. **Deposit.** Lessee shall pay unto the Lessor the sum equal to twice the amount of the monthly Base Rent to be held in escrow by Lessor and to be applied to the repair or replacement, as deemed prudent by Lessor, of any damages to the Unit or Anchor Square that are 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 Unit and surrounding area (“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 at the beginning of the Initial Term of this Lease. Lessee accepts the Premises “as is and where is” and acknowledges satisfaction with the pre-lease inspection and the list of items set forth on Exhibit “A” attached hereto.
5. **Compliance with Business Plan.** As a condition of this Lease, Lessee shall have submitted to the City for its review the Lessee’s business plan, and any amendments or revisions thereto, for the proposed or current retail or commercial operation (“Business Plan”) and shall have received approval of such Business Plan (“Approved Business Plan”) before entering into, continuing, or renewing this Lease. The Approved Business Plan shall be attached to this Lease as Exhibit “B” and its terms and representations shall be part of the consideration of this Lease. Lessee agrees to substantially follow the terms and representations of the Approved Business Plan, including, but not limited to; product and service offerings, regular and consistent days and hours of public operation, and marketing and advertisement plans. Lessee further agrees to provide the City with general customer and sales data to be used by the City to determine the economic impact of this business incubator project. Lessor reserves the right, in its sole discretion, at any point, to determine whether Lessee is substantially following the terms and representations of the Approved Business and meeting the purpose of Anchor Square as described in Paragraph 1 above. Tenant’s failure, as determined by the City, to substantially follow the terms and representations of the Approved Business Plan or to meet the purpose of Anchor Square as described in Paragraph 1 above shall constitute a Default of this Lease.

6. **Minimum Hours of Operation.** Lessor agrees that their business will be open to the public for a minimum of thirty hours per week between the hours of 9:00 am and 6:00pm between the days of Monday and Saturday. Written permission may be requested for a business to operate for less than thirty hours per week on a limited basis. Lessor is under no obligation to grant this exception, and a Lessee's failure to remain open for business for a minimum of thirty hours per week shall constitute a Default of this Lease.
7. **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 incurred by the City or its affiliates for any such maintenance. To request performance of maintenance on any eligible defect or item of disrepair, Lessee must submit such request in writing by completing the Maintenance Request form which is attached hereto as Exhibit "C". Lessor is not obligated to investigate or perform maintenance without first receiving a completed Maintenance Request form from Lessee. 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 timely respond to eligible maintenance requests. 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 employees, agents, or invitees. Lessee shall be responsible for the maintenance and upkeep of any and all items placed on the Premises by Lessee, its agents, employees, or invitees. Should Lessee, through its own negligence, or negligence of any of its agents, employees, or invitees on the premises, cause damages thereto, then the repair of same shall be the responsibility of Lessee. Should Lessor have to perform repairs of such damage, then in such event, Lessee shall be charged for all expenses incurred by Lessor or its affiliates in making the repairs. Lessee shall have thirty (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 terms arising in the event of Default. Delinquent amounts for such repairs shall be subject to the overdue charge of fifteen (15%) described in Paragraph 3 above.

8. **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 terms arising in the event of Default and may also result in the disconnection of utility services by Lessor.
9. **Covenants.** The Covenants attached hereto as Exhibit "D" are hereby incorporated herein and constitute enforceable terms, representations, and consideration of this Lease. Lessee hereby agrees, promises, covenants, and warrants that it and its employees, agents, and invitees will comply with each of the Covenants. Failure of Lessee to comply with any of these Covenants shall constitute a Default under the terms of this Lease.
10. **Modifications.** Should Lessee desire to make any modifications to the interior of the unit, including painting, replacement of hardware and fixtures, and installation of equipment or fixtures; 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.
11. **Default.** 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 action, then Lessee shall be responsible for all attorney fees, court costs and expenses incurred by Lessor in bringing and pursuing any action whatsoever, whether in a Court of Law or by negotiation without the necessity of filing suit.
12. **Jurisdiction and Venue.** The parties agree that this Lease and any modifications, amendments, or renewals hereto are made and entered in Pascagoula, Mississippi, on the

date shown above and that jurisdiction and venue for any disputes regarding the terms and conditions of this Lease shall be in 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.

13. **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, fixtures, equipment, or furniture 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.
14. **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, or certain performance obligations contained herein, 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.
15. **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. Any failure to comply with the promises, representations, and considerations made by Lessee in this paragraph shall constitute a Default of this Lease.

16. **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 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.
17. **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. Furthermore, the sale, consumption or use of alcohol is likewise prohibited in the Units or in the common areas outside the Units unless expressly allowed by the City. Lessee shall not permit or allow the entrance of domesticated or undomesticated 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.
18. **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 Unit, or by certified mail to the following address:

Name: Joe Huffman, City Manager

Address: P. O. Drawer 908, Pascagoula, MS 39568

Witness the signatures of the parties on the 13 day of JUNE, 2013

LESSEE:

Rosalie's

Name of Business

By: Lisa Catcher

Owner or Authorized Agent

OWNER

Title

LESSOR:

City of Pascagoula

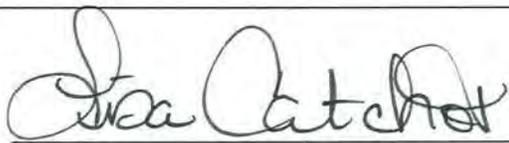
By: _____

Mayor

PRE-LEASE INSPECTION SHEET

UNIT NO. F

1. Haul away Bed
2. Haul away stove/hood
3. Tenant will remove kitchen cabinetry and repair
4. walls behind.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.



Prospective Lessee

City of Pascagoula

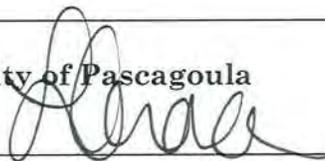
By:  8/30/11

EXHIBIT "B"

LESSEE'S BUSINESS PLAN

**Rosalie's
Business Plan by
Lisa Catchot**

Business Plan for Rosalie's Gifts, Apparel, and Accessories

Executive Summary

I, Lisa Catchot, have developed this business plan to make a proposal for approval to operate an appealing and trendy gift, apparel, and accessories boutique in the Anchor Square Village in downtown Pascagoula, Ms. I plan to sell clothing, gift items, jewelry, etc. It will be owned and operated by myself and an individual that has agreed to be a silent partner. I feel this business will be an asset to this community by being a merchant in the Anchor Square Village. Our community needs a store of this nature to be able to purchase gifts and clothing locally and conveniently.

History of the Business

I have experience in working retail and owning and operating a small business. I plan to obtain a business loan from Hancock Bank and I have researched the financial details of every aspect of operating the business. I have also obtained my tax id number and am ready to take the necessary actions to obtain my business license and move forward.

Ownership and Management Structure

I plan to own and operate my business myself and have my daughter, Megan Catchot who is currently in college majoring in business and accounting to assist me in doing so. I will also have a silent partner to assist as well.

Description of the Market

Women, teenagers, college aged girls, and children will represent the greatest source of sales revenue for this business. It will target the average to above average income. Our community is in need of having these products conveniently available to them. I feel my products are current and will be a continuing need for customers in this area. I plan to update products and merchandise as the fads, trends, and demands of consumers change. I will gain customers by advertising on face book, word of mouth, distributing flyers, and special promotions. I plan to use local advertising as well. I will capture business by regulating costs of goods and merchandise by keeping them affordable. I will match my competitor's prices and I will offer a variety of unique and trendy products that will be available only in my store. At this time there is not a lot of competition for my products because there are not many other boutiques located in this area.

Description of the Product(s)

Natural Life- This is a variety of headbands, stationary, t-shirts, home décor items, purses and bags, jewelry, and other accessories. I will offer gift baskets containing these products with a range of prices to fit every budget as well.

Mom and Me-These are smocked children's clothing available in sizes 2T to 6. This is an extremely popular clothing line for small children. I will be able to sell the outfits at approximately 25\$ a set and I will give special prices on purchasing in bulk.

Waxing Poetic Jewelry-This is sterling silver collectible jewelry with a variety of necklaces, charms, rings, and bracelets.

Silpada Jewelry-This is a high end and high quality sterling silver jewelry line.

I also plan to sell a variety of hair bows, hand made and costume jewelry, bags, purses, scarves, a selection of women's and junior's trendy clothing, bath accessories, and a miscellaneous selection of home décor. The majority of the merchandise will be purchased seasonally from The Dallas and Atlanta Markets and online wholesale vendors.

Description of the Business

My business will operate from its primary location in the newly developed Anchor Square Village in downtown Pascagoula, Ms. I will also operate a website where products can be ordered and promoted as well. It is located in Pascagoula's business district and is near existing restaurants and other existing businesses and is easily accessible from the major roads. The parking is adequate and is close to the stores. The hours of operation are mandatory Wednesday through Friday from 10am to 6pm and Saturdays from 10am until 2pm. I plan to be open for business as much as possible on the days that are not mandatory to be open. I also plan to stay open during some of the restaurant's hours and will have extended hours during the Holiday Season and during festivals that our community will host.

Goals – Objectives / Strategy Formation

I expect the average price per transaction to be \$25 and I anticipate 10 or more transactions of this amount each day the store is open for business. I also expect online purchases to be made from the store's website as well. Sales volume based on this estimate, I forecast to be \$800 to \$1,000 per week with monthly totals of \$2,000 to \$4,000. I have estimated my monthly expenses, not including purchasing merchandise to be \$1,000 per month. Inventory will be purchased from seasonal Markets and online wholesale vendors. I will also carry some hand made jewelry, hand painted items, and bath products from individuals who will allow me to sell their products. To advertise and promote sales I will offer

discount days to other business offices, school teachers, senior citizens, etc. I will have give-aways such as free food, offer entertainment, and gift certificates. I will advertise through face book, radio, and distributing flyers during promotions. I will also have sample sales in people's homes and businesses when new products arrive to promote the new products and get input as to whether the products will be a success or not. I plan to have neat and eye-catching displays throughout the store.

Financial Plans

I will obtain a business loan from Hancock Bank and I estimate it will take \$6,000 to get the business started. This includes fee for lease agreement, business license, liability and renter's insurance, phone and credit card machine installation, utilities, rent, purchase of sign, grand opening, and merchandise. Bookkeeping will be done on an ongoing daily and weekly basis. I will maintain the books and will hire an accountant to evaluate the financial progress and do the taxes. Since this is a small business, I don't anticipate bookkeeping to be a major expense.

EXHIBIT "D"

Covenants for Anchor Square

The following covenants shall be binding upon all tenants of Anchor Square, a retail development located at the intersection Frederic Street and Delmas Avenue in the City of Pascagoula. These covenants shall run with the land and shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, or until further order of the City Council of the City of Pascagoula, Mississippi.

1. Tobacco Products: Use of tobacco products of any kind on the premises of Anchor Square, including the common areas, is strictly prohibited.
2. Alcoholic Beverages: The sale, consumption or possession of alcoholic beverages on the premises, including the common areas, is strictly prohibited except as otherwise authorized by the City Council for the City of Pascagoula.
3. Common Areas: The common area shall consist of all open space outside the structures located in the Anchor Square Complex, including but not limited to all decking, parking areas, green space and property immediately surrounding the several units comprising the Anchor Square Complex. It shall be the duty of each tenant to maintain the common areas immediately adjacent to their respective units. Maintenance shall include, but not necessarily be limited to, daily cleaning of the common areas, removal of

trash and debris, and the prompt reporting of any structural defects in any portion of the common areas.

4. Noxious Activity: No noxious or illegal activity of any kind shall be carried on in any of the units comprising Anchor Square Complex, or upon the common areas thereof.
5. Activities Allowed: Use of the units comprising the Anchor Square Complex shall be limited to retail, or commercial use only. No residential use shall be made of any unit located within the complex unless specifically authorized by the City Council of the City of Pascagoula.
6. Hours of Operation: Tenants of the units comprising the Anchor Square Complex shall be required to maintain business operations for a minimum of thirty (30) hours per week between the hours of 9:00 A.M. and 6:00 P.M. Monday through Saturday.
7. Signage: Tenants desiring to place signs on the premises to advertise their business hours, or the nature of their business, must first obtain approval for such signs from the Planning & Building Department for the City of Pascagoula. Signs that do not comply with the sign ordinance as set forth in the Unified Development Ordinance, will not be allowed unless approved by the Planning Board for the City of Pascagoula and the City Council.
8. Inspection: All tenants in any of the units comprising the Anchor Square Complex shall allow inspections by City officials for the purpose of insuring the proper maintenance and upkeep of the units. Reasonable notice shall be

given to the tenants and such inspection shall be conducted in a manner that will not interfere with tenant business operations.

9. Safety: Tenants in each of the units comprising Anchor Square Complex shall be required to have in place smoke alarms approved by the Pascagoula Fire Department. Each unit shall be required to have on hand and readily available such fire suppression equipment as the Pascagoula Fire Department deems appropriate.
10. Solid Waste: The City of Pascagoula shall provide, on the premises, a dumpster for solid waste disposal the use of which shall be restricted to the tenants and their respective business operations. Under no circumstances shall tenants use the dumpster for the discarding of personal property or any solid waste that is not generated on the demised premises. Tenants will be assessed a fee in addition to rent to cover the cost of solid waste disposal.
11. Noise: Loud and unreasonable noise levels will not be tolerated at any time. Outside speakers, musical equipment, and televisions are expressly prohibited except upon specific approval by the Director of Planning and Building.
12. Merchandising: Merchandising of any products held for resale to the general public shall be confined to the interior of the units comprising the Anchor Square Complex and the common areas immediately in front of each unit to the extent of twelve (12) feet from the front wall thereof. Tenants desiring to display merchandise in any other location within the common areas must

first obtain the permission of the Director of Planning and Building and, in no event, shall display of such merchandise inhibit the free flow of pedestrian traffic to and from the units.

13. Parking: All parking shall be in the spaces designated for that purpose.

Loading and unloading of inventory and merchandise will be allowed on an as-needed basis at the ramps and steps leading onto the common area decks.

In no event, however, shall such loading and unloading at these locations exceed 30 minutes in duration during business days.

14. Health Department Permits: Tenants operating any business requiring

Health Department permits shall be solely responsible for obtaining such permits. Such permits shall be displayed on the premises in a prominent

location and all Health Department permits shall be maintained in a current status.

15. Business Licenses: Tenants shall be solely responsible for obtaining business

licenses for the operation of their business within the Anchor Square

Complex. Failure to obtain a business license, or to maintain the license as

current, may result in the tenant being locked out of the unit until such time as the proper business license has been obtained.

16. Hazardous Waste: No hazardous waste of any kind shall be allowed on the

premises, or in the dumpster provided for the use of the tenants. Hazardous

Waste shall include but not be limited to paints, solvents, fuels, cleaning

agents, chemicals, poisons, insecticides, or pesticides, or any product

designated as hazardous by the Mississippi Department of Environmental Quality and the ordinances of the City of Pascagoula.

17. Amendments: It shall be the prerogative of the City Council of the City of Pascagoula to amend these covenants as the need may arise. Notice shall be given to all tenants for a period of thirty (30) days prior to the adoption of such amendments and input from the tenants concerning such amendments must be made at that time. Tenants may appear before the City Council at the meeting at which such amendments will be considered to voice any concerns they may have regarding the same.

18. Violations: Violation of any of these covenants by any tenant on the premises may be grounds for revocation of the tenancy by the City. Enforcement of these covenants shall be the prerogative of the Director of Planning & Building for the City of Pascagoula. Should any tenant feel aggrieved by the enforcement of any of these covenants, such tenant shall file a written request for a hearing before the Director of Planning & Building. His determination as to the proper enforcement of any covenant for which a grievance is filed shall be a final determination for all purposes.

EXHIBIT "D"

MAINTENANCE REQUEST FORM



AGENDA ITEM REQUEST FORM

Meeting Date: 07/02/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

Agenda Topic: Strategic Plan Steering Committee Appointment

Attach additional information as necessary

Action Requested:

Acknowledge the appointment of Hanson Horn to the vacant Strategic Plan Steering Committee position. The Committee appointed Mr. Horn on June 20, 2013.

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: July 2, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Scranton Museum Security Monitoring Agreement

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute a security monitoring agreement with Absolute Protection, Inc. for the Scranton Museum at River Park effective June 21, 2013 through June 20, 2014 with an automatic annual renewal. The fees are \$26.00 per month and include a cellular communication device along with the monthly monitoring fee.

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Source of Funding	<input checked="" 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

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ABSOLUTE PROTECTION, INC.
MS R.E.P. License # 15006845
PO Box 8581
Moss Point, MS 39562

MONITORING CONTRACT

1. The City of Pascagoula (subscriber) hereby agrees that ABSOLUTE PROTECTION, INC. will perform the following services pertaining to the Subscriber's security system located at: Scranton Museum, 4100 Clark St, Pascagoula, MS 39567.
2. This contract begins on June 21, 2013 and ends on June 20, 2014 and automatically renews for one (1) year periods until either party terminates in writing at least thirty (30) days prior to expiration date.
3. Subscriber agrees to pay ABSOLUTE PROTECTION, INC. \$26.00 per month for monitoring services.
4. Subscriber agrees to pay a late fee in the amount of \$5.00 per month for each bill forty-five (45) days past due.
5. ABSOLUTE PROTECTION, INC. reserves the right to increase monthly monitoring fees at the end of each contract period by notifying the Subscriber in writing at least sixty (60) days BEFORE expiration date.
6. The payments to ABSOLUTE PROTECTION, INC. are solely for services described herein. ABSOLUTE PROTECTION, INC. is not an insurer. The Subscriber is responsible for carrying property or homeowners insurance.
7. To the extent permitted by law, the Subscriber released ABSOLUTE PROTECTION, INC., its elected and appointed officials, employees and volunteers and other working on behalf of ABSOLUTE PROTECTION, INC. from any and all liability or responsibility to the Subscriber or anyone claiming through or under the Subscriber by way of subrogation or otherwise, for any loss or damage to property.
8. In case of any contract breach, ABSOLUTE PROTECTION, INC. has the right to terminate the contract after giving seven (7) days written notice citing corrective action required. Further, the Subscriber immediately upon termination of the contract shall be liable for any payments due or to become due under this contract plus all collection costs.

Accepted and agreed upon this 2nd day of July, 2013.

BY: _____
Subscriber Signature

BY: _____
Subscriber – printed name

DL# _____
Subscriber

BY: _____
Absolute Protection, Inc.



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Memorandum of Understanding between the City and Signet Maritime Corporation for the use of City Facilities

Attach additional information as necessary

Action Requested:

Adopt MOU

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	

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PASCAGOULA AND SIGNET MARITIME
CORPORATION FOR THE USE OF CITY FACILITIES**

The purpose of this Memorandum of Understanding (MOU) is to accommodate the commissioning of a motor vessel belonging to Signet Maritime Corporation (Signet) at the City of Pascagoula's (City) Riverfront Development (Riverfront). The event is currently scheduled for July 19, 2013, at 11:00 a.m. The parties to this MOU mutually covenant and agree to assume and carryout the following responsibilities:

I. Signet's responsibilities pursuant to this agreement are as follows:

- a.* Signet will moor its barge to the Riverfront dock by using the concrete pilings for that purpose and pursuant to a mooring plan more specifically described in the attached exhibit.
- b.* Signet shall be responsible for engaging the services of Gulf Coast Fence Company to remove and ultimately replace a section of the handrail along the City's Riverfront area.
- c.* Signet shall be responsible for and engage the services of Gulf Breeze Landscaping to temporarily remove and later replace the supports for the palm trees located at the commissioning site. These supports shall be removed only if Gulf Breeze Landscaping determines that it is safe to do so.
- d.* Signet shall assume all responsibility for security during the event. Signet agrees, however, that if private security cannot be obtained, that the City will be placed on notice of any deficiencies in security at the site so that the City's police agency may respond accordingly. This information shall be supplied to the City at least five (5) days prior to the date of the event.
- e.* Signet shall be allowed to go on site for preparation purposes on the morning of July 18, 2013. Signet shall assume all responsibility for any safety measures that may need to be implemented to protect Signet's attendees at the commissioning event. This is particularly important in light of Signet's proposed removal of a section of the handrail along the City's Riverfront.
- f.* Signet shall assume all responsibility for any and all claims, damages, suits, injury to persons or property, assessments, fines, or costs associated with and arising out of Signet's use of the premises for this event. Signet agrees to hold the City harmless and to fully indemnify the City in the event such

claims, damages or assessments should arise and be asserted against the City, its agents, servants or employees.

- g.* Signet shall carry insurance sufficient to cover any and all such claims, damages or assessments and, if requested to do so by the City, shall produce proof of such insurance at least one week prior to the occurrence of the commissioning event.
- h.* Signet shall be responsible for cleaning the area and restoring it to its status quo ante after the completion of the commissioning event. Signet shall engage its best efforts to complete restoration of the site within seventy-two (72) hours after the event is held.

II. City's responsibilities pursuant to this agreement are as follows:

- a.* City shall provide approximately 100 feet of parade barricades for use by Signet during the commissioning event. These barricades shall be delivered to the site on July 18, 2013. Signet shall be responsible for erecting the barricades as they are needed for the event.
- b.* The City shall have flags flying on the Riverfront flag poles for the event on July 19 and the same shall be in place by the close of business on July 18, 2013.
- c.* The City agrees to completely clean the Riverfront site prior to the event and no later than close of business on July 18. Cleaning shall include removal of garbage, trash or debris, mowing, if necessary, and pressure washing if needed.
- d.* The City will make the parking garage located at the Riverfront available for the event and shall make certain that the elevators are in working order.

III. Miscellaneous

The parties mutually covenant and agree that the entire agreement of the parties is encapsulated in this MOU and that no alterations or modifications hereof shall be allowed unless the same are in writing and approved by the respective parties. The following individuals shall be the points of contact for the purpose of implementing this agreement and communicating concerning the needs of the respective parties:

Signet Maritime Corporation
Roxanne P. Michel
3802 Port River Road
Pascagoula, MS 39567
Office No. (228)762-3460
Mobile No. (228)235-8923
Email: Roxanne.Michel@SignetMaritime.com

City of Pascagoula
Jaci Turner
P.O. Box 908
Pascagoula, MS 39568-0908
Office No. (228)938-6620
Mobile No. (228)219-6726
Email: jturner@cityofpascagoula.com

Witness the signatures of the duly authorized representatives of the parties on the respective dates set opposite their names:

*Witnessed by Roxanne Michel
6/24/13*

Signet Maritime Corporation
By: *Joseph W. Ball*
Title: *General Manager*
Date: *June 24, 2013*

City of Pascagoula
By: _____
Joe Huffman
Title: City Manager
Date: _____



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Police Department

Contact Name: Brent Gager

Phone: 938-6666

Agenda Topic: FY 2013 LOCAL JAG APPLICATION

Attach additional information as necessary

Action Requested:

Request permission to apply for the 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG). Pascagoula is eligible for \$11,613. The Police Department plans to use the funds to purchase 8 Tasers with holsters, batteries, and cartridges (both training and duty).

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 type="checkbox"/>	No <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> Grant
				<input type="checkbox"/> Other

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AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Amendment No. 1 for the Agreement for Professional Services for Lowry Island Redevelopment

Attach additional information as necessary

Action Requested:

Authorize the City Manager to execute an amendment to the agreement for professional services for Lowry Island Redevelopment with Compton Engineering, Inc. in the amount of \$68,500. This amendment adds environmental permitting requirements, boundary descriptions, surveys, design work, additional phases and services during construction.

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	

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COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

June 25, 2013

Ms. Darcie Crew
City of Pascagoula
P.O. Drawer 908
Pascagoula, MS 39568-0908

Re: Lowry Island Revitalization & Development
Project No. R-109-290-05-KCR
Contract Amendment No. 2

Dear Ms. Crew:

Please find attached Amendment Number 2 to Agreement for Professional Services between City of Pascagoula and Compton Engineering, Inc. regarding the above referenced project. This amendment is being submitted to adjust the scope of services and fees due to additional services incurred since our agreement dated December 21, 2010.

These additional services include changes in scope and extent of the project including a change in size and multiple revisions to planning drawings and environmental permitting requirements, preparation of contract documents and construction administration for an additional prime contract, and additional surveying and permitting associated with infrastructure design to support future development on the east Pascagoula River.

Please review the attached and let us know if you have any comments. If no comments, then we respectively ask that the amendment is included on the agenda for the next City Council meeting.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III
Sr. Vice President

GJD:pm

Attachment

PASCAGOULA

BILOXI

BAY ST. LOUIS

**AMENDMENT NUMBER 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF PASCAGOULA
AND
COMPTON ENGINEERING, INC.**

THIS IS AN AMENDMENT made on _____ **TO THE AGREEMENT** made on December 21, 2010, between the **CITY OF PASCAGOULA**, PO Drawer 908, Pascagoula, Mississippi, 39568-0908 (**OWNER**), and **COMPTON ENGINEERING, INC.**, PO Box 686, 1706 Covent Avenue, Pascagoula, Mississippi, 39568 (**ENGINEER**).

OWNER and **ENGINEER**, agree with respect to the performance of professional engineering services by **ENGINEER** with respect to the Hurricane Katrina Supplemental CDBG Community Revitalization Project for Revitalization and Development of Lowry Island and the payment for these services by **OWNER** as set forth herein *for Additional Services resulting in a change in scope and extent of the project including a change in size and multiple revisions to planning drawings and environmental permitting requirements, preparation of contract documents and construction administration for an additional prime contract, additional surveying and permitting associated with infrastructure design to support future development on the east Pascagoula River* and payment in accordance with terms and conditions included in the contract in place and the following amendments:

EXHIBIT B
SCOPE OF ARCHITECTURAL/ENGINEERING PHASE SERVICES

- 1.0 Basic Services
 - 1.4 Boundary Survey *including a boundary and a description for the Secretary of State of the following areas:*
 - 1.4.1 *Lowry Island*
 - 1.4.2 *Harbor*
 - 1.4.3 *Clark Seafood*
 - 1.4.4 *Miller Bait Shop (Proposed Boundary only)*

1.5 Basic Services

- 1.5.1.1 *Threatened and Endangered Species Survey*
- 1.5.1.2 *Wetland Delineation Survey and Report*
- 1.5.1.3 *USACE Section 404, Section 10 Permit Application*
- 1.5.1.4 *Oyster Bed Survey*
- 1.5.1.5 *Submerged Aquatic Vegetation Survey*
- 1.5.1.6 *Engineering Report for Harbor Effects on Stormwater*
- 1.5.1.7 *Tideland Lease Applications*

- 1.5.2.1 *Topographic Survey of Spoil Site along East Pascagoula River after spoils have been removed*
- 1.5.2.2 *Hydrographic Survey of Water Inlet along East Pascagoula River*

- 1.5.9. *Design Services include Phase 1- Pier Restoration and Phase 2 Lowry Island Redevelopment*

1.7 Services During Construction

Bid and Construction Phase Services will be performed in relation to the scope of work for the Engineer as outlined in this agreement *and shall include Phase 1- Pier Restoration and Phase 2 Lowry Island Redevelopment.*

EXHIBIT C
PAYMENTS TO ENGINEER

1.1 Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1, as supplemented by **Exhibit C, "Payments to Engineer,"** the following estimated fees totaling \$418,500 (\$350,000 plus \$68,500 for additional services) based on the attached charge rates:

1.1.1 Preliminary Design

The OWNER shall pay ENGINEER for Planning on a lump sum basis, using the rates included in the agreement for justification as needed. MDA/CDBG planning fees are assigned as 10% of the approved total expenses as follows:

<u>Project</u>	<u>Preliminary Design Fee (lump sum)</u>
Lowry Island Revitalization and Development	\$ 35,000
<i>Environmental Permitting per Section 1.5.1.1 thru 1.5.1.7 (Includes permitting of additional wetland and inlet area on East Pascagoula River)</i>	\$ 38,000
<i>Multiple Boundary and Descriptions</i>	\$ 4,500

*Topographic Survey of Spoil Site and Hydrographic Survey \$ 7,500
of Water Inlet along East Pascagoula River*

*Planning scope and drawing revision based on available \$ 6,000
funds and preliminary review by approving authorities
(Multiple Master Plan revisions and one Final to exclude Harbor
and Include East River Development)*

1.1.2 Design

The **OWNER** shall pay **ENGINEER** for Design on a lump sum basis, using the fee percentage indicated below. MDA/CDBG design fees are assigned as 60% of the approved total expenses as follows:

<u>Project</u>	<u>Design Fee (lump sum)</u>
Lowry Island Revitalization and Development	\$ 210,000
<i>Lowry Island Revitalization, Phase 1 - Pier Restoration</i>	<i>\$ 7,500</i>

1.1.3 Services During Construction

The **OWNER** shall pay **ENGINEER** for Services During Construction (SDC) on a lump sum basis, using the rates indicated in the agreement for justification as needed. MDA/CDBG services during construction fees are assigned as 30% of the approved total expenses as follows:

<u>Project</u>	<u>SDC Fee (lump sum)</u>
Lowry Island Revitalization and Development	\$ 105,000
<i>Lowry Island Revitalization, Phase 1 - Pier Restoration</i>	<i>\$ 5,000</i>

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

OWNER:
CITY OF PASCAGOULA, MS

ENGINEER:
COMPTON ENGINEERING, INC.

WITNESS: _____

WITNESS: *Katie Lee*

CITY OF PASCAGOULA AGENDA ITEM REQUEST FORM

Meeting Date: JULY 2, 2013

Submitting Department or Individual: CITY MANAGER

Contact Name: JOE HUFFMAN Phone: (228)938-6614

Agenda Topic: APPOINTMENT OF A CITY ATTORNEY

Attach additional information as necessary

Action Requested: MAKE APPOINTMENT FOR THE NEXT FOUR-YEAR TERM

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

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**CITY OF PASCAGOULA
AGENDA ITEM REQUEST FORM**

Meeting Date: JULY 2, 2013

Submitting Department or Individual: CITY MANAGER

Contact Name: JOE HUFFMAN Phone: (228)938-6614

Agenda Topic: APPOINTMENT OF A CITY JUDGE

Attach additional information as necessary

Action Requested: MAKE APPOINTMENT FOR THE NEXT FOUR-YEAR TERM

Budgeted Item Yes No

Contract Required Yes No

Mayor or Manager's Signature Required Yes No

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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CITY OF PASCAGOULA AGENDA ITEM REQUEST FORM

Meeting Date: JULY 2, 2013

Submitting Department or Individual: CITY MANAGER

Contact Name: JOE HUFFMAN Phone: (228)938-6614

Agenda Topic: APPOINTMENT OF A CITY PROSECUTOR PRO-TEM

Attach additional information as necessary

Action Requested: MAKE APPOINTMENT FOR THE NEXT FOUR-YEAR TERM

Budgeted Item	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Contract Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Mayor or Manager's Signature Required	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

*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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**CITY OF PASCAGOULA
AGENDA ITEM REQUEST FORM**

Meeting Date: JULY 2, 2013

Submitting Department or Individual: CITY MANAGER

Contact Name: JOE HUFFMAN Phone: (228)938-6614

Agenda Topic: APPOINTMENT OF A MAYOR PRO-TEM

Attach additional information as necessary

Action Requested: MAKE APPOINTMENT FOR THE NEXT FOUR-YEAR TERM

Budgeted Item	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Contract Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Mayor or Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

*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: July 2, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

Agenda Topic: Resolution Appointing Mississippi Municipal League 2013 Voting Delegates for the City of Pascagoula

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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AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Point Park Funding

Attach additional information as necessary

Action Requested:

Approve recommendation of the Pascagoula Recreation Commission to allocate up to \$100,000 of the Hotel Tax Fund revenues to the first phase of the Point project, contingent upon the City Council allocating the additional \$215,000 to complete the funding for the parking and grassed areas of the project.

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 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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**RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE 2010
VOTING DELEGATES FOR THE CITY OF PASCAGOULA**

WHEREAS, the Mississippi Municipal League amended the by-laws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed by-law changes, but as a result of the 2013 municipal elections, the League will now be electing a 1st Vice President from the Central District; and

WHEREAS, the amended by-laws require the City of Pascagoula to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality:

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

SECTION 1. In accordance with the by-laws of the Mississippi Municipal League, the voting delegate(s) for the 2013 Mississippi Municipal League election to be held at the annual convention on July 15 – July 17, 2013, are as follows:

Voting Delegate: _____

First Alternate: _____

Second Alternate: _____

SECTION 2. That public interest and necessity requiring same, this Resolution shall become effective upon passage.



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

Agenda Topic: Award Bid for Point Park Site Improvements - Re-bid

Attach additional information as necessary

Action Requested:

Accept Engineer's recommendation and award base bid schedule #1, 2, 3, 5, 6, & 7 for the construction of Point Park Site Improvements - Re-bid in the amount of \$1,414,896.91 to Knowles Construction, Inc. Also, accept change order #1 for a decrease in the contract amount for bid schedule 1 of \$99,498.00 for a total project cost of \$1,315,398.91. Authorize the City Manager to execute the documents.

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

*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



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

June 25, 2013

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
2835 Pascagoula Street
Pascagoula, MS 39567

Re: City of Pascagoula Point Park Site Improvements 2013 – RE-BID
(C.E. Job #: 212-017 RE-BID)

Dear Ms. Crew:

Enclosed please find a copy of the Certified Bid Tabulation of the bids received and opened on June 13, 2013 for the above referenced project.

We have reviewed the bids and recommend award to Knowles Construction, Inc. for the following bid schedules:

Bid Schedule 1	\$730,247.00
Bid Schedule 2	\$247,330.50
Bid Schedule 3	\$128,713.50
Bid Schedule 5	\$262,098.10
Bid Schedule 6	\$22,007.81
Bid Schedule 7	<u>\$24,500.00</u>
Total Bid Schedules 1-3 and 5-7	\$1,414,896.91

Award of this project is contingent upon agency approval.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

Enclosure

pc: Knowles Construction, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

Bid Bond included:						Yes				Yes					
Addenda received and acknowledged:						Yes				Yes					
Certificate of Responsibility Number:						11798MC				15270-MC				17031-MC	
				Engineer's Estimate		Knowles Construction, Inc.				R.W. Vice Construction, LLC				GT Development & Contracting, LLC	
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013						17581 Old Hwy 49 Saucier, MS 39574				6801 Hatfield Street Moss Point, MS 39562				1703 Old Mobile Hwy Pascagoula, MS 39567	
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 40,000.00	\$ 40,000.00		\$ 42,000.00	\$ 42,000.00		\$ 9,000.00	\$ 9,000.00		\$ 45,000.00	\$ 45,000.00	
2	Erosion/sediment control	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 1,500.00	\$ 1,500.00		\$ 3,105.00	\$ 3,105.00		\$ 6,300.00	\$ 6,300.00	
3	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,000.00	\$ 5,000.00		\$ 15,000.00	\$ 15,000.00		\$ 4,500.00	\$ 4,500.00	
4	Temporary silt fence	LF	2,701	\$ 5.00	\$ 13,505.00		\$ 5.00	\$ 13,505.00		\$ 2.96	\$ 7,994.96	1	\$ 3.00	\$ 8,103.00	
5	Saw cut pavement (all thicknesses)	LF	900	\$ 3.00	\$ 2,700.00		\$ 2.00	\$ 1,800.00		\$ 4.15	\$ 3,735.00		\$ 5.00	\$ 4,500.00	
6	Pavement removal (all thicknesses)	SY	27,217	\$ 3.50	\$ 95,259.50		\$ 2.00	\$ 54,434.00		\$ 1.72	\$ 46,813.24		\$ 2.00	\$ 54,434.00	
7	Remove drainage structures (all sizes)	EA	1	\$ 250.00	\$ 250.00		\$ 750.00	\$ 750.00		\$ 300.00	\$ 300.00		\$ 600.00	\$ 600.00	
8	Remove drainage pipe (all sizes)	LF	75	\$ 5.00	\$ 375.00		\$ 10.00	\$ 750.00		\$ 6.67	\$ 500.25	1	\$ 10.00	\$ 750.00	
9	Tree Removal (all sizes)	EA	3	\$ 500.00	\$ 1,500.00		\$ 500.00	\$ 1,500.00		\$ 800.00	\$ 2,400.00		\$ 450.00	\$ 1,350.00	
10	Power pole & power line removal	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 2,500.00	\$ 2,500.00		\$ 250.00	\$ 250.00		\$ 2,500.00	\$ 2,500.00	
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	1	\$ 5,000.00	\$ 5,000.00		\$ 10,000.00	\$ 10,000.00		\$ 85,000.00	\$ 85,000.00		\$ 70,000.00	\$ 70,000.00	
12	Relocate existing Army Corps of Engineers Bench Mark	EA	2	\$ 1,500.00	\$ 3,000.00		\$ 500.00	\$ 1,000.00		\$ 500.00	\$ 1,000.00		\$ 500.00	\$ 1,000.00	
15	Tensar TX5 Structural Geogrid	SY	26,505	\$ 3.50	\$ 92,767.50		\$ 2.60	\$ 68,913.00		\$ 3.10	\$ 82,165.50		\$ 4.25	\$ 112,646.25	
16	Import fill material (field measure)	CY	14,755	\$ 9.00	\$ 132,795.00		\$ 11.00	\$ 162,305.00		\$ 12.58	\$ 185,617.90		\$ 9.85	\$ 145,336.75	
17	Unclassified excavation (field measure)	CY	250	\$ 3.00	\$ 750.00		\$ 7.00	\$ 1,750.00		\$ 3.90	\$ 975.00		\$ 4.50	\$ 1,125.00	
18	Undercut and haul off (field measure)	CY	7,640	\$ 4.00	\$ 30,560.00		\$ 6.00	\$ 45,840.00		\$ 3.90	\$ 29,796.00		\$ 6.00	\$ 45,840.00	
19	Testing	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,000.00	\$ 5,000.00		\$ 8,512.00	\$ 8,512.00		\$ 6,500.00	\$ 6,500.00	
20	Aggregate pavement base (610 crushed limestone)	TON	8,040	\$ 37.50	\$ 301,500.00		\$ 32.00	\$ 257,280.00		\$ 35.00	\$ 281,400.00		\$ 36.00	\$ 289,440.00	
21	4" schedule 40 sleeving	LF	1,850	\$ 4.00	\$ 7,400.00		\$ 6.00	\$ 11,100.00		\$ 6.52	\$ 12,062.00		\$ 6.75	\$ 12,487.50	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC				
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567				
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note		
22	Miscellaneous signage	EA	2	\$ 500.00	\$ 1,000.00		\$ 700.00	\$ 1,400.00		\$ 1,050.00	\$ 2,100.00		\$ 650.00	\$ 1,300.00			
23	Entry sign	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 5,000.00	\$ 5,000.00		\$ 3,000.00	\$ 3,000.00		\$ 6,350.00	\$ 6,350.00			
24	CIAP Temporary Construction Sign (Type D)	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	\$ 2,000.00		\$ 800.00	\$ 800.00		\$ 1,900.00	\$ 1,900.00			
25	CIAP Permanent Sign (Type C)	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 2,000.00	\$ 2,000.00		\$ 800.00	\$ 800.00		\$ 3,700.00	\$ 3,700.00			
26	Guard Cable	LF	1,020	\$ 12.50	\$ 12,750.00		\$ 12.00	\$ 12,240.00		\$ 9.40	\$ 9,588.00		\$ 14.50	\$ 14,790.00			
27	Seeding	SY	9,350	\$ 2.00	\$ 18,700.00		\$ 0.30	\$ 2,805.00		\$ 2.25	\$ 21,037.50		\$ 2.72	\$ 25,432.00			
28	Sodding	SY	3,075	\$ 4.00	\$ 12,300.00		\$ 5.00	\$ 15,375.00		\$ 5.00	\$ 15,375.00		\$ 6.30	\$ 19,372.50			
29	Highrise Live Oak (min 6" caliper)	EA	10	\$ 1,500.00	\$ 15,000.00		\$ 250.00	\$ 2,500.00		\$ 1,868.75	\$ 18,687.50	1	\$ 1,350.00	\$ 13,500.00			
TOTAL BID SCHEDULE 1 (TO BE READ ALOUD):				\$ 801,612.00				\$ 730,247.00				\$ 847,014.85			2	\$ 898,757.00	

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00		\$ 1,500.00	\$ 1,500.00		\$ 5,000.00	\$ 5,000.00	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,000.00	\$ 5,000.00		\$ 1,500.00	\$ 1,500.00		\$ 4,000.00	\$ 4,000.00	
3	Saw cut pavement (all thicknesses)	LF	50	\$ 3.00	\$ 150.00		\$ 4.00	\$ 200.00		\$ 4.15	\$ 207.50		\$ 7.00	\$ 350.00	
4	Pavement removal (all thicknesses)	SY	10	\$ 3.50	\$ 35.00		\$ 2.00	\$ 20.00		\$ 9.00	\$ 90.00		\$ 6.00	\$ 60.00	1
5	Testing	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 1,500.00	\$ 1,500.00		\$ 2,344.00	\$ 2,344.00		\$ 4,000.00	\$ 4,000.00	
6	Asphalt paving (2" of Surface Course SC-1)	SY	17,050	\$ 11.00	\$ 187,550.00		\$ 9.50	\$ 161,975.00		\$ 9.50	\$ 161,975.00		\$ 9.80	\$ 167,090.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
7	Concrete sidewalk	SF	7,900	\$ 5.00	\$ 39,500.00		\$ 6.00	\$ 47,400.00		\$ 4.46	\$ 35,234.00		\$ 5.00	\$ 39,500.00				
8	Stop bar (Thermoplastic)	EA	7	\$ 250.00	\$ 1,750.00		\$ 400.00	\$ 2,800.00		\$ 392.00	\$ 2,744.00		\$ 450.00	\$ 3,150.00				
9	Do Not Enter Symbols (Thermoplastic)	EA	5	\$ 400.00	\$ 2,000.00		\$ 650.00	\$ 3,250.00		\$ 672.00	\$ 3,360.00		\$ 700.00	\$ 3,500.00				
10	Painted arrows (Thermoplastic)	SF	961	\$ 6.00	\$ 5,766.00		\$ 5.50	\$ 5,285.50		\$ 5.60	\$ 5,381.60		\$ 6.00	\$ 5,766.00				
11	Accessibility parking space access aisle (Thermoplastic)	EA	2	\$ 750.00	\$ 1,500.00		\$ 200.00	\$ 400.00		\$ 168.00	\$ 336.00		\$ 315.00	\$ 630.00				
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	4	\$ 500.00	\$ 2,000.00		\$ 300.00	\$ 1,200.00		\$ 280.00	\$ 1,120.00		\$ 315.00	\$ 1,260.00				
13	Accessibility sign and post	EA	4	\$ 750.00	\$ 3,000.00		\$ 500.00	\$ 2,000.00		\$ 172.50	\$ 690.00		\$ 400.00	\$ 1,600.00	1			
14	ADA Ramp	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 650.00	\$ 1,300.00		\$ 650.00	\$ 1,300.00		\$ 450.00	\$ 900.00				
TOTAL BID SCHEDULE 2 (TO BE READ ALOUD):				\$ 265,751.00				\$ 247,330.50				\$ 217,782.10				\$ 236,806.00		2

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC				
BID SCHEDULE 3 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567				
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note		
1	Mobilization/Demobilization	LS	1	\$ 7,000.00	\$ 7,000.00		\$ 8,500.00	\$ 8,500.00		\$ 200.00	\$ 200.00		\$ 5,000.00	\$ 5,000.00			
2	Construction survey	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 3,000.00	\$ 3,000.00		\$ 1,000.00	\$ 1,000.00		\$ 2,500.00	\$ 2,500.00			
3	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 750.00	\$ 750.00		\$ 2,136.00	\$ 2,136.00		\$ 3,000.00	\$ 3,000.00			
4	Asphalt paving (2" of Surface Course SC-1)	SY	9,455	\$ 11.00	\$ 104,005.00		\$ 9.70	\$ 91,713.50		\$ 9.65	\$ 91,240.75	1	\$ 10.00	\$ 94,550.00			
5	Parking stall striping (Thermoplastic)	LF	11,000	\$ 2.50	\$ 27,500.00		\$ 2.25	\$ 24,750.00		\$ 2.24	\$ 24,640.00		\$ 3.00	\$ 33,000.00			
TOTAL BID SCHEDULE 3 (TO BE READ ALOUD):				\$ 140,505.00				\$ 128,713.50				\$ 119,216.75			2	\$ 138,050.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 4 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
1	Mobilization/Demobilization	LS	1	\$ 14,000.00	\$ 14,000.00		\$ 20,000.00	\$ 20,000.00		\$ 500.00	\$ 500.00		\$ 3,000.00	\$ 3,000.00				
2	Construction survey	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 3,000.00	\$ 3,000.00		\$ 1,000.00	\$ 1,000.00		\$ 2,500.00	\$ 2,500.00				
3	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 750.00	\$ 750.00		\$ 2,136.00	\$ 2,136.00		\$ 3,000.00	\$ 3,000.00				
4	Aggregate pavement base (610 crushed limestone)	TON	956	\$ 37.50	\$ 35,850.00		\$ 32.00	\$ 30,592.00		\$ 35.00	\$ 33,460.00		\$ 36.00	\$ 34,416.00				
5	Gravel paving (Including gravel pave 2 system and fine decorative gravel)	SY	9,455	\$ 25.00	\$ 236,375.00		\$ 30.00	\$ 283,650.00		\$ 24.75	\$ 234,011.25		\$ 28.00	\$ 264,740.00				
6	Parking stall markers (each paver)	EA	1,000	\$ 7.50	\$ 7,500.00		\$ 6.00	\$ 6,000.00		\$ 2.50	\$ 2,500.00		\$ 45.00	\$ 45,000.00				
TOTAL BID SCHEDULE 4 (TO BE READ ALOUD):				\$ 295,725.00				\$ 343,992.00				\$ 273,607.25				\$ 352,656.00		

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 15,000.00	\$ 15,000.00		\$ 17,000.00	\$ 17,000.00		\$ 2,000.00	\$ 2,000.00		\$ 5,500.00	\$ 5,500.00	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 2,500.00	\$ 2,500.00		\$ 4,000.00	\$ 4,000.00		\$ 4,500.00	\$ 4,500.00	
3	Saw cut pavement (all thicknesses)	LF	150	\$ 3.00	\$ 450.00		\$ 4.00	\$ 600.00		\$ 4.15	\$ 622.50		\$ 5.00	\$ 750.00	
4	Pavement removal (all thicknesses)	SY	100	\$ 3.50	\$ 350.00		\$ 2.00	\$ 200.00		\$ 9.00	\$ 900.00		\$ 5.00	\$ 500.00	
5	Remove galvanized pipe post	LS	1	\$ 200.00	\$ 200.00		\$ 50.00	\$ 50.00		\$ 50.00	\$ 50.00		\$ 250.00	\$ 250.00	
6	Remove brick column	LS	1	\$ 500.00	\$ 500.00		\$ 500.00	\$ 500.00		\$ 50.00	\$ 50.00		\$ 250.00	\$ 250.00	
7	Tensar TX5 Structural Geogrid	SY	915	\$ 3.50	\$ 3,202.50		\$ 2.60	\$ 2,379.00		\$ 3.10	\$ 2,836.50		\$ 4.25	\$ 3,888.75	
8	Import fill material (field measure)	CY	10,200	\$ 9.00	\$ 91,800.00		\$ 11.00	\$ 112,200.00		\$ 12.58	\$ 128,316.00		\$ 9.85	\$ 100,470.00	
9	Unclassified excavation (field measure)	CY	250	\$ 3.00	\$ 750.00		\$ 7.00	\$ 1,750.00		\$ 3.90	\$ 975.00		\$ 4.50	\$ 1,125.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013 (continued)							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
10	Undercut and haul off (field measure)	CY	610	\$ 4.00	\$ 2,440.00		\$ 7.00	\$ 4,270.00		\$ 3.90	\$ 2,379.00		\$ 6.00	\$ 3,660.00				
11	Pipe gate	EA	1	\$ 1,500.00	\$ 1,500.00		\$ 3,500.00	\$ 3,500.00		\$ 2,086.00	\$ 2,086.00		\$ 3,100.00	\$ 3,100.00				
12	Guard Cable	LF	463	\$ 12.50	\$ 5,787.50		\$ 12.00	\$ 5,556.00		\$ 9.40	\$ 4,352.20		\$ 14.50	\$ 6,713.50				
13	Testing	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 1,500.00	\$ 1,500.00		\$ 3,560.00	\$ 3,560.00		\$ 6,500.00	\$ 6,500.00				
14	Aggregate pavement base (610 crushed limestone)	TON	278	\$ 37.50	\$ 10,425.00		\$ 32.00	\$ 8,896.00		\$ 35.00	\$ 9,730.00		\$ 36.00	\$ 10,008.00				
15	Asphalt Paving (2" of Surface Course SC-1)	SY	75	\$ 11.00	\$ 825.00		\$ 45.00	\$ 3,375.00		\$ 30.24	\$ 2,268.00		\$ 31.50	\$ 2,362.50				
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	842	\$ 65.00	\$ 54,730.00		\$ 50.00	\$ 42,100.00		\$ 41.85	\$ 35,237.70		\$ 65.00	\$ 54,730.00				
17	Concrete Side Walk	SF	1,582	\$ 5.00	\$ 7,910.00		\$ 6.00	\$ 9,492.00		\$ 4.46	\$ 7,055.72		\$ 5.00	\$ 7,910.00				
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	1	\$ 750.00	\$ 750.00		\$ 200.00	\$ 200.00		\$ 168.00	\$ 168.00		\$ 315.00	\$ 315.00				
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	2	\$ 500.00	\$ 1,000.00		\$ 300.00	\$ 600.00		\$ 280.00	\$ 560.00		\$ 315.00	\$ 630.00				
20	Seeding	SY	2,567	\$ 2.00	\$ 5,134.00		\$ 0.30	\$ 770.10		\$ 2.25	\$ 5,775.75		\$ 2.72	\$ 6,982.24				
21	Sodding	SY	11,165	\$ 4.00	\$ 44,660.00		\$ 4.00	\$ 44,660.00		\$ 5.00	\$ 55,825.00		\$ 6.30	\$ 70,339.50				
TOTAL BID SCHEDULE 5 (TO BE READ ALOUD):				\$ 253,914.00				\$ 262,098.10				\$ 268,747.37				\$ 290,484.49		

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC					
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567					
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note			
1	Mobilization/Demobilization	LS	1	\$ 1,100.00	\$ 1,100.00		\$ 1,500.00	\$ 1,500.00		\$ 200.00	\$ 200.00		\$ 4,000.00	\$ 4,000.00				
2	Construction survey	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00		\$ 310.00	\$ 310.00		\$ 1,500.00	\$ 1,500.00				
3	Site lighting complete	ALLOW.	1	\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81				
TOTAL BID SCHEDULE 6 (TO BE READ ALOUD):				\$ 21,607.81				\$ 22,007.81				\$ 19,517.81				\$ 24,507.81		

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Engineer's Estimate			Knowles Construction, Inc.			R.W. Vice Construction, LLC			GT Development & Contracting, LLC		
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013							17581 Old Hwy 49 Saucier, MS 39574			6801 Hatfield Street Moss Point, MS 39562			1703 Old Mobile Hwy Pascagoula, MS 39567		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 500.00	\$ 500.00		\$ 3,000.00	\$ 3,000.00		\$ 400.00	\$ 400.00		\$ 4,000.00	\$ 4,000.00	
2	Construction survey	LS	1	\$ 500.00	\$ 500.00		\$ 1,000.00	\$ 1,000.00		\$ 500.00	\$ 500.00		\$ 1,000.00	\$ 1,000.00	
3	Remove Existing Concrete Walkway	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 2,500.00	\$ 2,500.00		\$ 350.00	\$ 350.00		\$ 1,500.00	\$ 1,500.00	
4	Wooden Pedestrian Bridge	LS	1	\$ 18,000.00	\$ 18,000.00		\$ 18,000.00	\$ 18,000.00		\$ 9,744.00	\$ 9,744.00		\$ 30,705.00	\$ 30,705.00	
TOTAL BID SCHEDULE 7 (TO BE READ ALOUD):				\$	20,500.00		\$	24,500.00		\$	10,994.00		\$	37,205.00	
TOTAL BID SCHEDULE 1:				\$	801,612.00		\$	730,247.00		\$	847,014.85		\$	898,757.00	
TOTAL BID SCHEDULES 1 & 2:				\$	1,067,363.00		\$	977,577.50		\$	1,064,796.95		\$	1,135,563.00	
TOTAL BID SCHEDULES 1, 2, & 3:				\$	1,207,868.00		\$	1,106,291.00		\$	1,184,013.70		\$	1,273,613.00	
TOTAL BID SCHEDULES 1, 2, 3, & 5:				\$	1,461,782.00		\$	1,368,389.10		\$	1,452,761.07		\$	1,564,097.49	
TOTAL BID SCHEDULES 1, 2, 3, 5, & 6:				\$	1,483,389.81		\$	1,390,396.91		\$	1,472,278.88		\$	1,588,605.30	
TOTAL BID SCHEDULES 1, 2, 3, 5, 6, & 7:				\$	1,503,889.81		\$	1,414,896.91		\$	1,483,272.88		\$	1,625,810.30	

Notes: 1-Multiplication Error.
2-Addition Error.

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

Bid Bond included:				Yes			Yes			Yes		
Addenda received and acknowledged:				Yes			Yes			Yes		
Certificate of Responsibility Number:				05808-SC			13234-MC & 07628-MC			08365-MC		
				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 25,000.00	\$ 25,000.00		\$ 26,000.00	\$ 26,000.00		\$ 43,406.40	\$ 43,406.40	
2	Erosion/sediment control	LS	1	\$ 7,500.00	\$ 7,500.00		\$ 11,000.00	\$ 11,000.00		\$ 5,520.00	\$ 5,520.00	
3	Construction survey	LS	1	\$ 20,000.00	\$ 20,000.00		\$ 11,000.00	\$ 11,000.00		\$ 13,225.00	\$ 13,225.00	
4	Temporary silt fence	LF	2,701	\$ 3.50	\$ 9,453.50		\$ 2.50	\$ 6,752.50		\$ 4.25	\$ 11,479.25	
5	Saw cut pavement (all thicknesses)	LF	900	\$ 4.25	\$ 3,825.00		\$ 5.50	\$ 4,950.00		\$ 1.85	\$ 1,665.00	
6	Pavement removal (all thicknesses)	SY	27,217	\$ 2.25	\$ 61,238.25		\$ 3.00	\$ 81,651.00		\$ 2.65	\$ 72,125.05	
7	Remove drainage structures (all sizes)	EA	1	\$ 600.00	\$ 600.00		\$ 378.00	\$ 378.00		\$ 2,750.00	\$ 2,750.00	
8	Remove drainage pipe (all sizes)	LF	75	\$ 7.50	\$ 562.50		\$ 9.00	\$ 675.00		\$ 4.00	\$ 300.00	
9	Tree Removal (all sizes)	EA	3	\$ 300.00	\$ 900.00		\$ 1,012.00	\$ 3,036.00		\$ 460.00	\$ 1,380.00	
10	Power pole & power line removal	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 12,100.00	\$ 12,100.00		\$ 195.00	\$ 195.00	
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	1	\$ 35,000.00	\$ 35,000.00		\$ 40,500.00	\$ 40,500.00		\$ 12,420.00	\$ 12,420.00	
12	Relocate existing Army Corps of Engineers Bench Mark	EA	2	\$ 1,000.00	\$ 2,000.00		\$ 2,750.00	\$ 5,500.00		\$ 948.75	\$ 1,897.50	
15	Tensar TX5 Structural Geogrid	SY	26,505	\$ 4.10	\$ 108,670.50		\$ 4.00	\$ 106,020.00		\$ 5.12	\$ 135,705.60	
16	Import fill material (field measure)	CY	14,755	\$ 12.75	\$ 188,126.25		\$ 13.00	\$ 191,815.00		\$ 13.23	\$ 195,208.65	
17	Unclassified excavation (field measure)	CY	250	\$ 3.75	\$ 937.50		\$ 6.00	\$ 1,500.00		\$ 6.96	\$ 1,740.00	
18	Undercut and haul off (field measure)	CY	7,640	\$ 6.00	\$ 45,840.00		\$ 6.00	\$ 45,840.00		\$ 6.05	\$ 46,222.00	
19	Testing	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 11,000.00	\$ 11,000.00		\$ 23,000.00	\$ 23,000.00	
20	Aggregate pavement base (610 crushed limestone)	TON	8,040	\$ 34.95	\$ 280,998.00		\$ 36.00	\$ 289,440.00		\$ 38.21	\$ 307,208.40	
21	4" schedule 40 sleeving	LF	1,850	\$ 11.00	\$ 20,350.00		\$ 15.50	\$ 28,675.00		\$ 7.48	\$ 13,838.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
22	Miscellaneous signage	EA	2	\$ 1,500.00	\$ 3,000.00		\$ 5,721.00	\$ 11,442.00		\$ 1,653.70	\$ 3,307.40	
23	Entry sign	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 8,100.00	\$ 8,100.00		\$ 7,475.00	\$ 7,475.00	
24	CIAP Temporary Construction Sign (Type D)	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 2,506.00	\$ 2,506.00		\$ 1,725.00	\$ 1,725.00	
25	CIAP Permanent Sign (Type C)	LS	1	\$ 2,000.00	\$ 2,000.00		\$ 2,506.00	\$ 2,506.00		\$ 2,300.00	\$ 2,300.00	
26	Guard Cable	LF	1,020	\$ 15.00	\$ 15,300.00		\$ 45.00	\$ 45,900.00		\$ 24.76	\$ 25,255.20	
27	Seeding	SY	9,350	\$ 3.55	\$ 33,192.50		\$ 4.70	\$ 43,945.00		\$ 2.30	\$ 21,505.00	
28	Sodding	SY	3,075	\$ 7.50	\$ 23,062.50		\$ 6.50	\$ 19,987.50		\$ 7.53	\$ 23,154.75	
29	Highrise Live Oak (min 6" caliper)	EA	10	\$ 500.00	\$ 5,000.00		\$ 1,229.00	\$ 12,290.00		\$ 675.00	\$ 6,750.00	
TOTAL BID SCHEDULE 1 (TO BE READ ALOUD):				\$	901,556.50		\$	1,024,509.00		\$	980,758.20	2

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,187.00	\$ 5,187.00		\$ 3,800.00	\$ 3,800.00	
2	Construction survey	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,500.00	\$ 5,500.00		\$ 4,500.00	\$ 4,500.00	
3	Saw cut pavement (all thicknesses)	LF	50	\$ 5.25	\$ 262.50		\$ 5.50	\$ 275.00		\$ 1.85	\$ 92.50	
4	Pavement removal (all thicknesses)	SY	10	\$ 10.00	\$ 100.00		\$ 45.00	\$ 450.00		\$ 5.25	\$ 52.50	
5	Testing	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 5,600.00	\$ 5,600.00		\$ 4,200.00	\$ 4,200.00	
6	Asphalt paving (2" of Surface Course SC-1)	SY	17,050	\$ 9.50	\$ 161,975.00		\$ 9.35	\$ 159,417.50		\$ 10.42	\$ 177,661.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
7	Concrete sidewalk	SF	7,900	\$ 5.95	\$ 47,005.00		\$ 6.05	\$ 47,795.00		\$ 4.30	\$ 33,970.00		
8	Stop bar (Thermoplastic)	EA	7	\$ 385.00	\$ 2,695.00		\$ 385.00	\$ 2,695.00		\$ 300.00	\$ 2,100.00		
9	Do Not Enter Symbols (Thermoplastic)	EA	5	\$ 665.00	\$ 3,325.00		\$ 659.00	\$ 3,295.00		\$ 300.00	\$ 1,500.00		
10	Painted arrows (Thermoplastic)	SF	961	\$ 5.45	\$ 5,237.45		\$ 5.50	\$ 5,285.50		\$ 6.74	\$ 6,477.14		
11	Accessibility parking space access aisle (Thermoplastic)	EA	2	\$ 165.00	\$ 330.00		\$ 165.00	\$ 330.00		\$ 500.00	\$ 1,000.00		
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	4	\$ 280.00	\$ 1,120.00		\$ 275.00	\$ 1,100.00		\$ 500.00	\$ 2,000.00		
13	Accessibility sign and post	EA	4	\$ 350.00	\$ 1,400.00		\$ 412.00	\$ 1,648.00		\$ 300.00	\$ 1,200.00		
14	ADA Ramp	EA	2	\$ 600.00	\$ 1,200.00		\$ 2,085.00	\$ 4,170.00		\$ 700.00	\$ 1,400.00		
TOTAL BID SCHEDULE 2 (TO BE READ ALOUD):				\$ 232,649.95				\$ 242,748.00			\$ 239,953.14		

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.			
BID SCHEDULE 3 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571			
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note	
1	Mobilization/Demobilization	LS	1	\$ 2,500.00	\$ 2,500.00		\$ 2,744.00	\$ 2,744.00		\$ 1,500.00	\$ 1,500.00		
2	Construction survey	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,500.00	\$ 5,500.00		\$ 3,500.00	\$ 3,500.00		
3	Testing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 5,600.00	\$ 5,600.00		\$ 1,800.00	\$ 1,800.00		
4	Asphalt paving (2" of Surface Course SC-1)	SY	9,455	\$ 9.65	\$ 91,240.75		\$ 9.50	\$ 89,822.50		\$ 10.42	\$ 98,521.10		
5	Parking stall striping (Thermoplastic)	LF	11,000	\$ 2.25	\$ 24,750.00		\$ 2.20	\$ 24,200.00		\$ 2.75	\$ 30,250.00		
TOTAL BID SCHEDULE 3 (TO BE READ ALOUD):				\$ 123,490.75				\$ 127,866.50			\$ 135,571.10		

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 4 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 3,890.00	\$ 3,890.00		\$ 1,500.00	\$ 1,500.00	
2	Construction survey	LS	1	\$ 4,000.00	\$ 4,000.00		\$ 5,500.00	\$ 5,500.00		\$ 3,500.00	\$ 3,500.00	
3	Testing	LS	1	\$ 2,250.00	\$ 2,250.00		\$ 2,200.00	\$ 2,200.00		\$ 2,200.00	\$ 2,200.00	
4	Aggregate pavement base (610 crushed limestone)	TON	956	\$ 34.95	\$ 33,412.20	1	\$ 36.00	\$ 34,416.00		\$ 38.65	\$ 36,949.40	
5	Gravel paving (Including gravel pave 2 system and fine decorative gravel)	SY	9,455	\$ 45.00	\$ 425,475.00		\$ 36.25	\$ 342,743.75		\$ 34.32	\$ 324,495.60	
6	Parking stall markers (each paver)	EA	1,000	\$ 75.00	\$ 75,000.00		\$ 4.15	\$ 4,150.00		\$ 110.00	\$ 110,000.00	
TOTAL BID SCHEDULE 4 (TO BE READ ALOUD):				\$ 543,637.20		2	\$ 392,899.75			\$ 478,645.00		

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00		\$ 7,800.00	\$ 7,800.00		\$ 43,406.40	\$ 43,406.40	
2	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00		\$ 5,500.00	\$ 5,500.00		\$ 13,225.00	\$ 13,225.00	
3	Saw cut pavement (all thicknesses)	LF	150	\$ 5.25	\$ 787.50		\$ 5.50	\$ 825.00		\$ 1.85	\$ 277.50	
4	Pavement removal (all thicknesses)	SY	100	\$ 4.75	\$ 475.00		\$ 15.00	\$ 1,500.00		\$ 2.65	\$ 265.00	
5	Remove galvanized pipe post	LS	1	\$ 500.00	\$ 500.00		\$ 378.00	\$ 378.00		\$ 65.00	\$ 65.00	
6	Remove brick column	LS	1	\$ 1,000.00	\$ 1,000.00		\$ 378.00	\$ 378.00		\$ 65.00	\$ 65.00	
7	Tensar TX5 Structural Geogrid	SY	915	\$ 4.50	\$ 4,117.50		\$ 4.00	\$ 3,660.00		\$ 5.12	\$ 4,684.80	
8	Import fill material (field measure)	CY	10,200	\$ 12.75	\$ 130,050.00		\$ 13.00	\$ 132,600.00		\$ 13.23	\$ 134,946.00	
9	Unclassified excavation (field measure)	CY	250	\$ 3.75	\$ 937.50		\$ 6.00	\$ 1,500.00		\$ 6.96	\$ 1,740.00	

**CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA**

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013 (continued)				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
10	Undercut and haul off (field measure)	CY	610	\$ 7.00	\$ 4,270.00		\$ 6.00	\$ 3,660.00		\$ 6.96	\$ 4,245.60	
11	Pipe gate	EA	1	\$ 2,500.00	\$ 2,500.00		\$ 20,000.00	\$ 20,000.00		\$ 5,600.00	\$ 5,600.00	
12	Guard Cable	LF	463	\$ 15.00	\$ 6,945.00		\$ 45.00	\$ 20,835.00		\$ 24.76	\$ 11,463.88	
13	Testing	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 9,400.00	\$ 9,400.00		\$ 23,000.00	\$ 23,000.00	
14	Aggregate pavement base (610 crushed limestone)	TON	278	\$ 36.95	\$ 10,272.10		\$ 36.00	\$ 10,008.00		\$ 38.21	\$ 10,622.38	
15	Asphalt Paving (2" of Surface Course SC-1)	SY	75	\$ 37.00	\$ 2,775.00		\$ 30.00	\$ 2,250.00		\$ 10.42	\$ 781.50	
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	842	\$ 65.00	\$ 54,730.00		\$ 52.00	\$ 43,784.00		\$ 87.50	\$ 73,675.00	
17	Concrete Side Walk	SF	1,582	\$ 5.95	\$ 9,412.90		\$ 6.05	\$ 9,571.10		\$ 5.95	\$ 9,412.90	
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	1	\$ 165.00	\$ 165.00		\$ 165.00	\$ 165.00		\$ 500.00	\$ 500.00	
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	2	\$ 280.00	\$ 560.00		\$ 275.00	\$ 550.00		\$ 500.00	\$ 1,000.00	
20	Seeding	SY	2,567	\$ 3.55	\$ 9,112.85		\$ 4.70	\$ 12,064.90		\$ 2.30	\$ 5,904.10	
21	Sodding	SY	11,165	\$ 7.50	\$ 83,737.50		\$ 6.50	\$ 72,572.50		\$ 7.53	\$ 84,072.45	
TOTAL BID SCHEDULE 5 (TO BE READ ALOUD):				\$ 331,347.85			\$ 359,001.50			\$ 428,952.51		

				Holden Earth Moving & Construction Co., Inc.			DCD-Lane, JV			Twin L. Construction, Inc.		
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565			6512 Rose Farm Road Ocean Springs, MS 39564			8292 Firetower Road Pass Christian, MS 39571		
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 4,500.00	\$ 4,500.00		\$ 1,646.00	\$ 1,646.00		\$ 800.00	\$ 800.00	
2	Construction survey	LS	1	\$ 1,500.00	\$ 1,500.00		\$ 2,744.00	\$ 2,744.00		\$ 1,200.00	\$ 1,200.00	
3	Site lighting complete	ALLOW.	1	\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81		\$ 19,007.81	\$ 19,007.81	
TOTAL BID SCHEDULE 6 (TO BE READ ALOUD):				\$ 25,007.81			\$ 23,397.81			\$ 21,007.81		

CERTIFIED BID TABULATION
CITY OF PASCAGOULA POINT PARK SITE IMPROVEMENTS 2013 - RE-BID FOR
CITY OF PASCAGOULA

THURSDAY, JUNE 13, 2013 AT 2:00 P.M.

				Holden Earth Moving & Construction Co., Inc.		DCD-Lane, JV		Twin L. Construction, Inc.				
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013				P.O. Box 5188 Vanceleave, MS 39565		6512 Rose Farm Road Ocean Springs, MS 39564		8292 Firetower Road Pass Christian, MS 39571				
Item	Description	Unit	Qty.	Unit Price	Amount	Note	Unit Price	Amount	Note	Unit Price	Amount	Note
1	Mobilization/Demobilization	LS	1	\$ 3,500.00	\$ 3,500.00		\$ 5,487.00	\$ 5,487.00		\$ 800.00	\$ 800.00	
2	Construction survey	LS	1	\$ 1,850.00	\$ 1,850.00		\$ 2,744.00	\$ 2,744.00		\$ 1,200.00	\$ 1,200.00	
3	Remove Existing Concrete Walkway	LS	1	\$ 19,500.00	\$ 19,500.00		\$ 6,511.00	\$ 6,511.00		\$ 800.00	\$ 800.00	
4	Wooden Pedestrian Bridge	LS	1	\$ 60,000.00	\$ 60,000.00		\$ 24,200.00	\$ 24,200.00		\$ 11,700.00	\$ 11,700.00	
TOTAL BID SCHEDULE 7 (TO BE READ ALOUD):				\$	84,850.00		\$	38,942.00		\$	14,500.00	
TOTAL BID SCHEDULE 1:				\$	901,556.50		\$	1,024,509.00		\$	980,758.20	
TOTAL BID SCHEDULES 1 & 2:				\$	1,134,206.45		\$	1,267,257.00		\$	1,220,711.34	
TOTAL BID SCHEDULES 1, 2, & 3:				\$	1,257,697.20		\$	1,395,123.50		\$	1,356,282.44	
TOTAL BID SCHEDULES 1, 2, 3, & 5:				\$	1,589,045.05		\$	1,754,125.00		\$	1,785,234.95	
TOTAL BID SCHEDULES 1, 2, 3, 5, & 6:				\$	1,614,052.86		\$	1,777,522.81		\$	1,806,242.76	
TOTAL BID SCHEDULES 1, 2, 3, 5, 6, & 7:				\$	1,698,902.86		\$	1,816,464.81		\$	1,820,742.76	

Notes: 1-Multiplication Error.
2-Addition Error.

Certified Correct By: _____

Kevin R. Yates, P.E.





COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Convent Avenue
P.O. Box 686
Pascagoula, MS 39568

Phone: 228.762.3970
Fax: 228.769.9079

comptonengineering.com

June 25, 2013

Ms. Darcie Crew, Parks & Recreation Director
City of Pascagoula
2835 Pascagoula Street
Pascagoula, MS 39567

Re: City of Pascagoula Point Park Site Improvements 2013 – RE-BID
(C.E. Job #: 212-017 RE-BID)

Dear Ms. Crew:

Attached please find Change Order No. 1 for value engineering on the above referenced project.

Compton Engineering, Inc. recommends approval and award of Change Order No. 1 to Knowles Construction, Inc. for a decrease in the contract amount for bid schedule one in the amount of Ninety-nine thousand, four hundred ninety-eight dollars and no cents (\$99,498.00) for the following bid schedules:

Bid Schedule 1:	\$630,749.00
Bid Schedule 2:	\$247,330.50
Bid Schedule 3:	\$128,713.50
Bid Schedule 5:	\$262,098.10
Bid Schedule 6:	\$22,007.81
Bid Schedule 7:	<u>\$24,500.00</u>
Total Bid Schedules 1-3 and 5-7:	\$1,315,398.91

Approval and award of this change order is contingent upon reviewing agencies approval.

If you have any questions or require additional information, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.
Project Engineer

KRY:kl

pc: Knowles Construction, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

SECTION 00943-01 CHANGE ORDER NO. 1

Date of Issuance: Same date as contract

Effective Date: Same date as contract

Project: City of Pascagoula Point Park Site Improvements 2013 – RE-BID	Owner: City of Pascagoula	
Contract: City of Pascagoula Point Park Site Improvements 2013 – RE-BID		Date of Contract: See Contract
Contractor: Knowles Construction, Inc.		Engineer's Project No.: 212-017 (RE-BID)
17581 Old Hwy 49, Saucier, MS 39574		

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See Attachment No. 1 to Change Order No. 1

Attachments: Attachment No. 1 to Change Order No. 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
<p>Original Contract Price:</p> <p style="text-align: right; margin-right: 100px;">\$1,414,896.91</p> <p>Contract Price prior to this Change Order:</p> <p style="text-align: right; margin-right: 100px;">\$1,414,896.91</p> <p>Decrease as of this Change Order:</p> <p style="text-align: right; margin-right: 100px;">(\$99,498.00)</p> <p>Contract Price incorporating this Change Order:</p> <p style="text-align: right; margin-right: 100px;">\$1,315,398.91</p>	<p>Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>120 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>150 days</u></p> <p>Contract Times prior to this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>120 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>150 days</u></p> <p>No Change of this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>0 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>0 days</u></p> <p>Contract Times with all approved Change Orders:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>120 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>150 days</u></p>

<p>RECOMMENDED:</p> <p>By: <u><i>Kevin R. Yates</i></u> Engineer (Authorized Signature)</p> <p>Date: <u>6-25-13</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Date: _____</p>
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This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

To be effective this CO must be approved by the Funding Agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTARY GENERAL CONDITIONS.

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 1 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$42,000.00	1.00	\$42,000.00	1.00	\$42,000.00	0%	0.00
2	Erosion/sediment control	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
3	Construction survey	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
4	Temporary silt fence	LF	\$5.00	2,701.00	\$13,505.00	2,701.00	\$13,505.00	0%	0.00
5	Saw cut pavement (all thicknesses)	LF	\$2.00	900.00	\$1,800.00	900.00	\$1,800.00	0%	0.00
6	Pavement removal (all thicknesses)	SY	\$2.00	27,217.00	\$54,434.00	27,217.00	\$54,434.00	0%	0.00
7	Remove drainage structures (all sizes)	EA	\$750.00	1.00	\$750.00	1.00	\$750.00	0%	0.00
8	Remove drainage pipe (all sizes)	LF	\$10.00	75.00	\$750.00	75.00	\$750.00	0%	0.00
9	Tree Removal (all sizes)	EA	\$500.00	3.00	\$1,500.00	3.00	\$1,500.00	0%	0.00
10	Power pole & power line removal	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
11	Remove, stockpile, and re-use existing crushed concrete and limestone base material	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00	0%	0.00
12	Relocate existing Army Corps of Engineers Bench Mark	EA	\$500.00	2.00	\$1,000.00	2.00	\$1,000.00	0%	0.00
15	Tensar TX5 Structural Geogrid	SY	\$2.60	26,505.00	\$68,913.00	26,505.00	\$68,913.00	0%	0.00
16	Import fill material (field measure)	CY	\$11.00	14,755.00	\$162,305.00	5,394.00	\$59,334.00	-63%	(102,971.00)
17	Unclassified excavation (field measure)	CY	\$7.00	250.00	\$1,750.00	745.00	\$5,215.00	198%	3,465.00
18	Undercut and haul off (field measure)	CY	\$6.00	7,640.00	\$45,840.00	500.00	\$3,000.00	-93%	(42,840.00)
19	Testing	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
20	Aggregate pavement base (610 crushed limestone)	TON	\$32.00	8,040.00	\$257,280.00	9,379.00	\$300,128.00	17%	42,848.00
21	4" schedule 40 sleeving	LF	\$6.00	1,850.00	\$11,100.00	1,850.00	\$11,100.00	0%	0.00
22	Miscellaneous signage	EA	\$700.00	2.00	\$1,400.00	2.00	\$1,400.00	0%	0.00
23	Entry sign	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
24	CIAP Temporary Construction Sign (Type D)	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0%	0.00
25	CIAP Permanent Sign (Type C)	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	0%	0.00
26	Guard Cable	LF	\$12.00	1,020.00	\$12,240.00	1,020.00	\$12,240.00	0%	0.00
27	Seeding	SY	\$0.30	9,350.00	\$2,805.00	9,350.00	\$2,805.00	0%	0.00
28	Sodding	SY	\$5.00	3,075.00	\$15,375.00	3,075.00	\$15,375.00	0%	0.00
29	Highrise Live Oak (min 6" caliper)	EA	\$250.00	10.00	\$2,500.00	10.00	\$2,500.00	0%	0.00
TOTAL BID SCHEDULE 1:					730,247.00		630,749.00		(99,498.00)

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 2 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	0%	0.00
2	Construction survey	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
3	Saw cut pavement (all thicknesses)	LF	\$4.00	50.00	\$200.00	50.00	\$200.00	0%	0.00
4	Pavement removal (all thicknesses)	SY	\$2.00	10.00	\$20.00	10.00	\$20.00	0%	0.00
5	Testing	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
6	Asphalt paving (2" of Surface Course SC-1)	SY	\$9.50	17,050.00	\$161,975.00	17,050.00	\$161,975.00	0%	0.00
7	Concrete sidewalk	SF	\$6.00	7,900.00	\$47,400.00	7,900.00	\$47,400.00	0%	0.00
8	Stop bar (Thermoplastic)	EA	\$400.00	7.00	\$2,800.00	7.00	\$2,800.00	0%	0.00
9	Do Not Enter Symbols (Thermoplastic)	EA	\$650.00	5.00	\$3,250.00	5.00	\$3,250.00	0%	0.00
10	Painted arrows (Thermoplastic)	SF	\$5.50	961.00	\$5,285.50	961.00	\$5,285.50	0%	0.00
11	Accessibility parking space access aisle (Thermoplastic)	EA	\$200.00	2.00	\$400.00	2.00	\$400.00	0%	0.00
12	Accessibility Parking Space Symbol (Thermoplastic)	EA	\$300.00	4.00	\$1,200.00	4.00	\$1,200.00	0%	0.00
13	Accessibility sign and post	EA	\$500.00	4.00	\$2,000.00	4.00	\$2,000.00	0%	0.00
14	ADA Ramp	EA	\$650.00	2.00	\$1,300.00	2.00	\$1,300.00	0%	0.00
TOTAL BID SCHEDULE 2:					247,330.50		247,330.50		0.00

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 3 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$8,500.00	1.00	\$8,500.00	1.00	\$8,500.00	0%	0.00
2	Construction survey	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	0%	0.00
3	Testing	LS	\$750.00	1.00	\$750.00	1.00	\$750.00	0%	0.00
4	Asphalt paving (2" of Surface Course SC-1)	SY	\$9.70	9,455.00	\$91,713.50	9,455.00	\$91,713.50	0%	0.00
5	Parking stall striping (Thermoplastic)	LF	\$2.25	11,000.00	\$24,750.00	11,000.00	\$24,750.00	0%	0.00
TOTAL BID SCHEDULE 3:					128,713.50		128,713.50		0.00

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 5 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$17,000.00	1.00	\$17,000.00	1.00	\$17,000.00	0%	0.00
2	Construction survey	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
3	Saw cut pavement (all thicknesses)	LF	\$4.00	150.00	\$600.00	150.00	\$600.00	0%	0.00
4	Pavement removal (all thicknesses)	SY	\$2.00	100.00	\$200.00	100.00	\$200.00	0%	0.00
5	Remove galvanized pipe post	LS	\$50.00	1.00	\$50.00	1.00	\$50.00	0%	0.00
6	Remove brick column	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0%	0.00
7	Tensar TX5 Structural Geogrid	SY	\$2.60	915.00	\$2,379.00	915.00	\$2,379.00	0%	0.00
8	Import fill material (field measure)	CY	\$11.00	10,200.00	\$112,200.00	10,200.00	\$112,200.00	0%	0.00
9	Unclassified excavation (field measure)	CY	\$7.00	250.00	\$1,750.00	250.00	\$1,750.00	0%	0.00
10	Undercut and haul off (field measure)	CY	\$7.00	610.00	\$4,270.00	610.00	\$4,270.00	0%	0.00
11	Pipe gate	EA	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00	0%	0.00
12	Guard Cable	LF	\$12.00	463.00	\$5,556.00	463.00	\$5,556.00	0%	0.00
13	Testing	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
14	Aggregate pavement base (610 crushed limestone)	TON	\$32.00	278.00	\$8,896.00	278.00	\$8,896.00	0%	0.00
15	Asphalt Paving (2" of Surface Course SC-1)	SY	\$45.00	75.00	\$3,375.00	75.00	\$3,375.00	0%	0.00
16	Concrete paving (6" of 4,000 psi Concrete with 6x6-W2.9xW2.9)	SY	\$50.00	842.00	\$42,100.00	842.00	\$42,100.00	0%	0.00
17	Concrete Side Walk	SF	\$6.00	1,582.00	\$9,492.00	1,582.00	\$9,492.00	0%	0.00
18	Accessibility Parking Space Access Aisle (Thermoplastic)	EA	\$200.00	1.00	\$200.00	1.00	\$200.00	0%	0.00
19	Accessibility Parking Space Symbol (Thermoplastic)	EA	\$300.00	2.00	\$600.00	2.00	\$600.00	0%	0.00
20	Seeding	SY	\$0.30	2,567.00	\$770.10	2,567.00	\$770.10	0%	0.00
21	Sodding	SY	\$4.00	11,165.00	\$44,660.00	11,165.00	\$44,660.00	0%	0.00
TOTAL BID SCHEDULE 5:					262,098.10		262,098.10		0.00

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 6 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
2	Construction survey	LS	\$1,500.00	1.00	\$1,500.00	1.00	\$1,500.00	0%	0.00
3	Site lighting complete	ALLOW.	\$19,007.81	1.00	\$19,007.81	1.00	\$19,007.81	0%	0.00
TOTAL BID SCHEDULE 6:					22,007.81		22,007.81		0.00

ATTACHMENT NO. 1 TO CHANGE ORDER NO. 1

Item #	Description	Units	Unit Price	Bid Amount		Change Order No. 1		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
BID SCHEDULE 7 - POINT PARK SITE IMPROVEMENTS 2013									
1	Mobilization/Demobilization	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	0%	0.00
2	Construction survey	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	0%	0.00
3	Remove Existing Concrete Walkway	LS	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	0%	0.00
4	Wooden Pedestrian Bridge	LS	\$18,000.00	1.00	\$18,000.00	1.00	\$18,000.00	0%	0.00
TOTAL BID SCHEDULE 7:					24,500.00		24,500.00		0.00
TOTAL BID SCHEDULE 1, 2, 3, 5, 6, & 7:					1,414,896.91		1,315,398.91		(99,498.00)



AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Planning, Inspections and Engineering

Contact Name: Jaci Turner

Phone: 938-6726

Agenda Topic: Live Oak Avenue Renaming Options Update

Attach additional information as necessary

Action Requested:

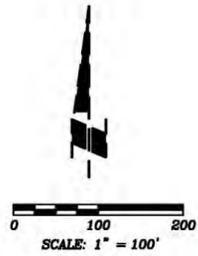
Review attached options regarding the renaming of all or a portion of Live Oak Avenue to honor Dr. Rueben P. Morris, and determine which option the Council would like to implement. Based on this decision, an ordinance will be prepared and presented at a future meeting to make the action legal. Minutes reflect that the original request that was approved by Council is Option #1. At the June 18, 2013 meeting, the Council also voted for Option #1, but asked that the 5 options be presented to the new Council as well, as this group will ultimately approve the ordinance to implement.

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*

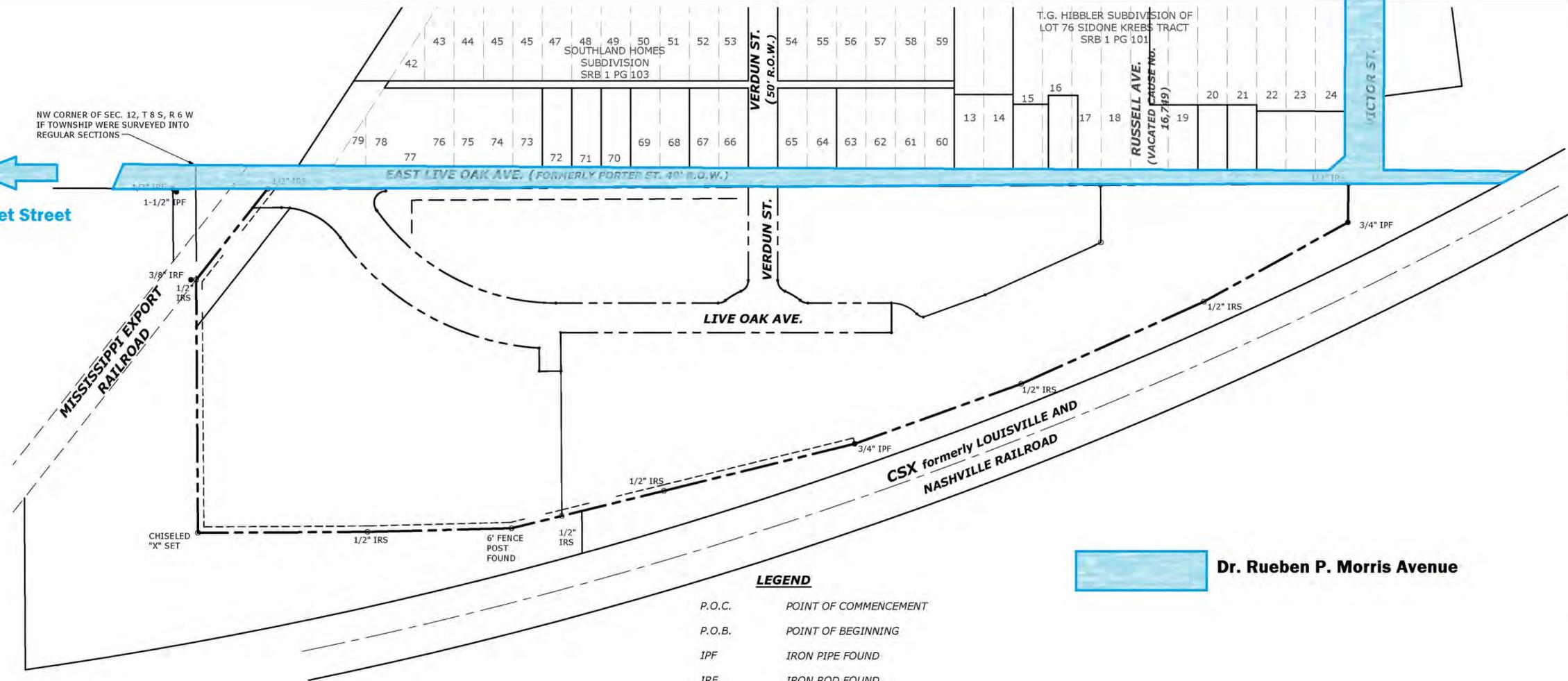
NOTE: ALL AGENDA REQUESTS MUST BE TURNED INTO THE CITY CLERK'S OFFICE WITH ALL ATTACHMENTS NO LATER THAN 2PM ON THE WEDNESDAY PRECEDING THE CITY COUNCIL MEETING

PROPRIETARY RIGHTS CLAUSE: INFORMATION AND DATA CONTAINED ON THIS DRAWING IS CONFIDENTIAL. IF GIVEN TO AN ENTITY NOT HAVING A CONTRACTUAL RELATIONSHIP WITH THE ENGINEER, THE INFORMATION SHALL NOT BE USED WITHOUT WRITTEN PERMISSION. THIS LEGEND SHALL BE MARKED ON ANY REPRODUCTIONS HEREOF IN WHOLE OR IN PART. COMPTON ENGINEERING, P.A. © COPYRIGHT 1998.



To Market Street

NW CORNER OF SEC. 12, T 8 S, R 6 W
IF TOWNSHIP WERE SURVEYED INTO
REGULAR SECTIONS



Dr. Rueben P. Morris Avenue

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRS	IRON ROD SET
---	BOUNDARY LINE
---	ROW LINE
---	LOT LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE

FINAL PLAT
LIVE OAK ADDITION

BEING A REPLAT OF A PORTION OF
LOT 77, RENE KREBS TRACT
CITY OF PASCAGOULA, JACKSON
COUNTY, MISSISSIPPI

0

SCALE:	1" = 100'
JOB NO.:	206-139-005
DATE:	
DSGN.:	
DWG. BY:	
CHK.:	
APVD.:	

VERIFY SCALES
BASIS: ENGINEER ON
DIGITAL DRAWING
DATE: 11/11/2009
SCALE: AS SHOWN

SHEET 1 OF 2

DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD	DATE	DESCRIPTION	BY	APVD

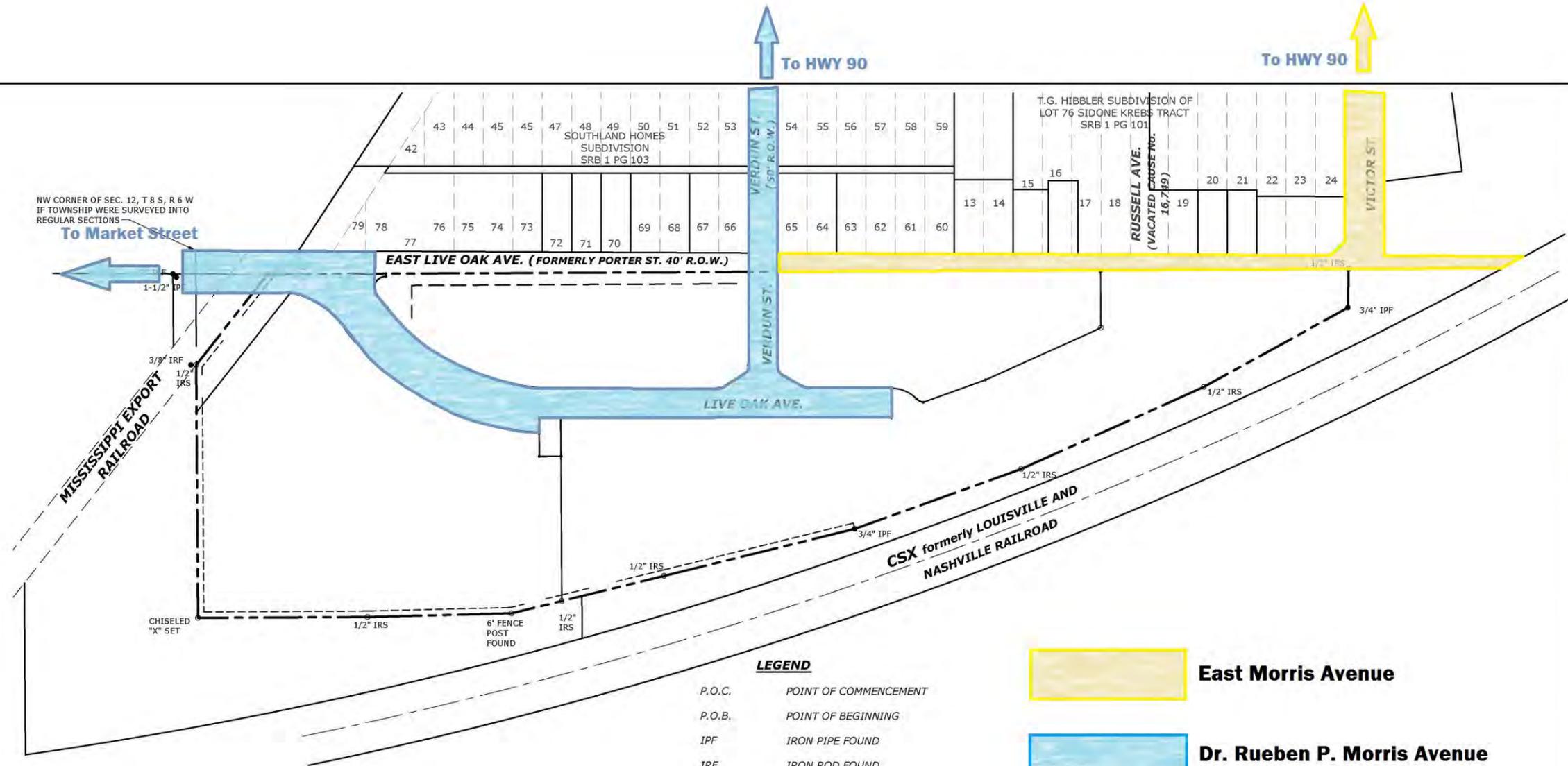
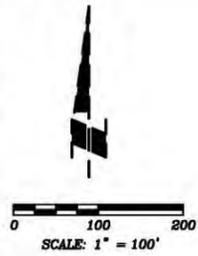
COMPTON ENGINEERING, INC.
Engineering, Surveying, and Environmental Services
1706 Convent Avenue
Pascagoula, Mississippi 39567
Phone: (228) 762-3970 Fax: (228) 769-9079
E-mail: compton@comptonengineering.com



City of Pascagoula
Live Oak

To HWY 90

PROPRIETARY RIGHTS CLAUSE: INFORMATION AND DATA CONTAINED ON THIS DRAWING IS CONFIDENTIAL. IF GIVEN TO AN ENTITY NOT HAVING A CONTRACTUAL RELATIONSHIP WITH THE ENGINEER, THE INFORMATION SHALL NOT BE USED WITHOUT WRITTEN PERMISSION. THIS CLAUSE SHALL BE MARKED ON ANY REPRODUCTIONS HEREBY IN WHOLE OR IN PART. COMPTON ENGINEERING, P.A. © COPYRIGHT 1986.



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
IPF	IRON PIPE FOUND
IRF	IRON ROD FOUND
IRS	IRON ROD SET
---	BOUNDARY LINE
- - -	ROW LINE
---	LOT LINE
- - -	PROPOSED EASEMENT LINE
- - -	EXISTING EASEMENT LINE

	East Morris Avenue
	Dr. Rueben P. Morris Avenue

FINAL PLAT
LIVE OAK ADDITION
 BEING A REPLAT OF A PORTION OF
 LOT 77, RENE KREBS TRACT
 CITY OF PASCAGOULA, JACKSON
 COUNTY, MISSISSIPPI

COMPTON ENGINEERING, INC.
 Engineering, Surveying, and Environmental Services
 1706 Convent Avenue
 Pascagoula, Mississippi 39567
 Phone: (228) 762-3970 Fax: (228) 769-9079
 E-mail: compton@comptonengineering.com



City of Pascagoula
 Live Oak

SCALE: 1" = 100'
 JOB NO.: 206-139-005
 DATE: _____
 DSGN.: _____
 DWG. BY: _____
 CHK.: _____
 APVD.: _____

VERIFY SCALES
 DATE & LOCATION IN
 ORIGINAL DRAWING
 MATCHES THIS PLAT
 DATE: _____

SHEET 1 OF 2

DATE	DESCRIPTION	BY	APVD
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AGENDA ITEM REQUEST FORM

Meeting Date: July 2, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

Agenda Topic: Claims Docket for July 2, 2013.

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

*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

ORDER

WHEREAS, the attached docket of claims for the period June 14, 2013, through June 28, 2013, 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.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
A & B DISCOUNT TIRES INC					
6726	TIRE REPAIR/ST-21	01020170 - 552100		13002910	\$31.00
6726	TIRES/ST BOBCAT	01020170 - 552100		13002910	\$417.50
6726	TIRE/ST-5	01020170 - 552100		13002910	\$85.00
6726	TIRE/ST DEPT	01020170 - 552100		13002910	\$290.78
6726	FLAT REPAIR/ST-45	01020170 - 552100		13002910	\$31.00
VENDOR TOTAL:					\$855.28
ACCURATE CONTROL EQUIPMENT INC					
6711	INKJET CARTRIDGES	01009075 - 562045		13003430	\$304.90
VENDOR TOTAL:					\$304.90
AMAZON COM					
6729	MEMORY MODULE/COMPUTER PART	01008070 - 550100		13003170	\$55.99
VENDOR TOTAL:					\$55.99
AMEC EARTH AND ENVIRONMENTAL					
6711	LOCAL HAZ MIT PLAN UPDATE	10041075 - 568440	21205	12004723	\$5,345.70
VENDOR TOTAL:					\$5,345.70
AMERICAN RED CROSS					
6711	ELIGIBLE REIMBURSEMENT/CDBG FUNDS	10041075 - 568440	71205	13003695	\$515.00
VENDOR TOTAL:					\$515.00
BADGER METER INC					
6711	QUARTERLY PAYMT/BADGER METER	40067175 - 562095		13003739	\$1,193.73
VENDOR TOTAL:					\$1,193.73
BAYOU CONCRETE					
6730	CONCRETE/14TH ST KENNELS	01025070 - 552200		13003759	\$185.00
VENDOR TOTAL:					\$185.00
BELL AUTO PARTS					
6712	POWER HYD UNIT W/TANK	01020175 - 562610		13003664	\$843.90
6712	MISC FLUIDS/STREET DEPT	01020175 - 562610		13003542	\$840.00
6726	MISC AUTO SUPPLIES	01020170 - 552000		13003411	\$511.75
6712	BUCKET TEETH/PINS/ RETAINERS	40067375 - 562610		13003513	\$495.25
6726	BATTERY	40067375 - 562600		13002954	\$144.95
6726	JD WELD/BLUBS	40067375 - 562600		13002954	\$11.35
6726	BULBS/WD-40	40067375 - 562600		13002954	\$52.80
VENDOR TOTAL:					\$2,900.00
BOBS GARAGE & BODY SHOP					
6732	AUTO MAINT/#14142	01010075 - 562600		13003748	\$11.70

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6732	AUTO MAINT/#12505	01010075 - 562600		13003748	\$52.38
6732	AUTO MAINT/#12502	01010075 - 562600		13003748	\$39.00
6732	AUTO MAINT/#12744	01010075 - 562600		13003748	\$218.42
6732	AUTO MAINT/#12125	01010075 - 562600		13003748	\$91.08
6732	AUTO MAINT/#12512	01010075 - 562600		13003748	\$44.71
6732	AUTO MAINT/#12516	01010075 - 562600		13003748	\$108.81
6732	AUTO MAINT/#12508	01010075 - 562600		13003748	\$283.39
6732	AUTO MAINT/#12743	01010075 - 562600		13003748	\$124.79
6733	AUTO MAINT/#14190	01025075 - 562600		13003748	\$39.00
6733	AUTO MAINT/#13208	01025075 - 562600		13003748	\$39.00

VENDOR TOTAL: \$1,052.28

BROWN, MITCHELL & ALEXANDER INC					
6712	HOSPITAL RD WIDENING	01020180 - 578000	91201	13001669	\$3,804.66

VENDOR TOTAL: \$3,804.66

JENNIFER BYRD					
6730	ZUMBA INSTRUCTOR	01030175 - 568950		13003765	\$93.75

VENDOR TOTAL: \$93.75

CABLE ONE INC					
6714	6/21-7/20/13 INTERNET SVC/FIRING RANGE	01009975 - 556040		13003743	\$156.95
6714	6/15-7/14/13 INTERNET SVC/CITY HALL	01009975 - 556040		13003743	\$115.95
6729	6/28-7/27/13 MODEM LEASE/CENTRAL FIRE	01009975 - 556040		13003812	\$6.00
6729	6/23-7/22/13 INTERNET SVC/NATURE CTR	01009975 - 556040		13003812	\$105.95

VENDOR TOTAL: \$384.85

VENUS & JOE CALLAHAN					
6713	GRINDER PUMP REIMBURSEMENT	10041075 - 568440	91104	13003710	\$1,251.90

VENDOR TOTAL: \$1,251.90

CARPET COTTAGE INC					
6727	TILE /NATURE CTR	01030170 - 552200		13003608	\$90.00

VENDOR TOTAL: \$90.00

CENTRAL PIPE SUPPLY INC					
6714	SVC TUBING/MARKET ST PROJECT	40067280 - 578300		13002733	\$700.00

VENDOR TOTAL: \$700.00

CISCO SYSTEMS CAPITAL CRP					
6713	CISCO SMARTNET PAYMENT	01008075 - 562000		13002695	\$1,688.77

VENDOR TOTAL: \$1,688.77

CITY ELECTRIC SUPPLY CO

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6715	EXIT SIGN/SCRANTON MUSEUM	10041075 - 568400	11005	13003538	\$50.60
6714	LIFT STATION PARTS/BRIARWOOD	40067370 - 552850		13003481	\$369.55
6714	SAWZALL BLADE KIT	40067270 - 553000		13003480	\$93.70
6727	ELECTRICAL/WESTBANK RECTIFIER	40067470 - 552700		13003397	\$13.51
6727	ELECTRICAL/WESTBANK RECTIFIER	40067470 - 552700		13003397	\$102.45
VENDOR TOTAL:					\$629.81

CITY OF MOSS POINT

6730	5/5-6/4/13 WATER SVC/TRANSFER STATION	48068575 - 562610		13003809	\$15.00
VENDOR TOTAL:					\$15.00

COAST MICE

6713	MICE/NATURE CENTER	01030170 - 551900		13003693	\$70.00
VENDOR TOTAL:					\$70.00

COMPTON ENGINEERING P A

6713	CITY WIDE MITIGATION	09556875 - 562900	50604	13003766	\$2,486.98
6713	LIGHTHOUSE CONSTRUCTION PH SVC	10041075 - 568440	71306	12003661	\$2,479.50
6713	PHASE 2 FRONT ST RECONNECT	10041075 - 568440	70405	13003715	\$11,543.52
6729	POINT PARK MASTER PLAN	10041075 - 568440	21302	13003690	\$4,975.50
6713	COMMUNY/EMERSON PROJECTS	40067380 - 578400	91101	13003716	\$13,130.50
VENDOR TOTAL:					\$34,616.00

CONSOLIDATED PIPE & SUPPLY CO INC

6713	HP DRAIN PIPE/GRATE	01020175 - 562400		13003350	\$11,873.00
6713	DRAIN PIPE/HP TEE/GRATE/COUPLING	01020175 - 562400		13003350	\$16,236.00
6714	DRAIN PIPE/GRATE	01020175 - 562400		13003350	\$6,356.00
6712	GREASE/TAPPING MACHINE	40067275 - 562610		13003492	\$92.00
6712	MEGALUG/MJ CAPS	40067270 - 552820		13002915	\$261.00
6712	TPS REDUCER CPLG	40067270 - 552820		13002915	\$1,185.00
6712	REDUCING COUPLING/CTS COMP	40067280 - 578300		13003339	\$110.00
6712	REDUCING COUPLING	40067280 - 578300		13003339	\$410.80
6714	SUPPLIES/WILLOW ST PROJECT	40067280 - 578300		13003657	\$520.00
6714	SUPPLIES/WILLOW ST PROJECT	40067280 - 578300		13003657	\$1,696.00
6726	STOCK / WATER DEPT	40067270 - 552820		13002743	\$1,230.00
6727	RIVER RD BRIDGE PROJECT	40067280 - 578300		13003471	\$330.00
6727	RIVER RD BRIDGE PROJECT	40067280 - 578300		13003471	\$1,160.00
6729	SOUTH RD BRIDGE WATER LINE	40067280 - 578300		13003440	\$2,900.00
6731	SUPPLIES/KENNETH ST PROJECT	40067280 - 578300		13003679	\$1,890.00
6731	TAPPING SLEEVE/VALVE	40067280 - 578300		13003530	\$496.00
6732	TAPPING SLEEVE/VALVES/MEGALUG	40067280 - 578300		13003530	\$3,102.00
VENDOR TOTAL:					\$49,847.80

CONTROL SYSTEMS INC

6714	SERVICE CALL/BAYOU CASSOTTE	40067275 - 562880		13003495	\$3,067.08
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CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$3,067.08
MARTHA COOK					
6730	REPOSTING VOTED HISTORY ELECTION 2013	01004075 - 568880		13003725	\$15.00
VENDOR TOTAL:					\$15.00
CSX TRANSPORTATION					
6730	2 YR FEE/PIPELINE WATER CROSSING	01009975 - 563000		13003713	\$100.00
VENDOR TOTAL:					\$100.00
CUPIT SIGNS INC					
6713	WAYFINDING SIGNS	01030170 - 552600		13003455	\$608.97
6714	NEW TRUCK LETTERING	01018080 - 578800		13003596	\$240.00
6731	WAYFINDING SIGN POSTS	01040480 - 578600		13003694	\$1,289.97
6731	WAYFINDING SIGNS	10041075 - 568440	13004	13003165	\$5,103.84
VENDOR TOTAL:					\$7,242.78
DAILY EQUIPMENT CO					
6739	OIL PRESSURE SWITCH/ ST-14	01020175 - 562610		13003783	\$56.38
VENDOR TOTAL:					\$56.38
DECCO INC					
6715	COMPRESSOR REPAIRS/CRISWELL	40067270 - 552810		13003661	\$3,207.00
6731	COMPRESSOR REPAIRS	40067270 - 552810		13003659	\$2,019.76
VENDOR TOTAL:					\$5,226.76
RICHARD DEDEAUX					
6715	GRINDER PUMP REIMBURSEMENT	10041075 - 568440	91104	13003711	\$1,396.89
VENDOR TOTAL:					\$1,396.89
DELTACOM					
6740	6/13 PHONE SVC	01009975 - 556000		13003817	\$584.88
6740	6/13 PHONE SVC/INTERNET	01009975 - 556000		13003817	\$601.12
6740		01009975 - 556040		13003817	\$1,181.25
VENDOR TOTAL:					\$2,367.25
DEPARTMENT OF FINANCE & ADMIN					
6719	05/13 COURT ASSESSMENTS	01000000 - 220300		13003706	\$46,185.27
6719		01000000 - 220301		13003706	\$24.99
6719		01000000 - 220303		13003706	\$244.50
VENDOR TOTAL:					\$46,454.76
DEUTSCHE BANK NATIONAL TRUST COMPANY					
6715	L-2 TRUCK PAYMENT	05016885 - 580838		13003689	\$111,491.56

** Indicates pre-issue check.

DATE: 6/28/2013
TIME: 7:51:52AM

CLAIMS REPORT
WARRANT 07/02/2013

PAGE: 5

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$111,491.56
<hr/>					
DOGWOOD CERAMIC SUPPLY					
6715	PART/KILN	01030070 - 551401		13003675	\$55.00
VENDOR TOTAL:					\$55.00
<hr/>					
DOORS & MORE LLC					
6715	REPAIR GARAGE DOOR/LAKE AVE	01016775 - 562900		13003286	\$1,250.00
VENDOR TOTAL:					\$1,250.00
<hr/>					
DOWNTOWN DECORATIONS					
6715	AMERICAN FLAGS	01040470 - 551180		13003547	\$3,870.00
VENDOR TOTAL:					\$3,870.00
<hr/>					
DPS CRIME LAB					
6719	05/13 PUB SAFETY COURT ASSMT	01000000 - 220302		13003720	\$3,106.75
VENDOR TOTAL:					\$3,106.75
<hr/>					
ECO-SYSTEMS, INC					
6731	4/27-5/31/13 PROFESSIONAL SERVICES	01019075 - 555900		13003782	\$1,060.92
VENDOR TOTAL:					\$1,060.92
<hr/>					
EDM PUBLISHERS					
6715	SUBSCRIPTION RENEWAL	40065070 - 551000		13003667	\$98.78
VENDOR TOTAL:					\$98.78
<hr/>					
EMPIRE TRUCK SALES, LLC					
6727	OIL PUMP/S-10	40067375 - 562610		13003226	\$1,935.85
VENDOR TOTAL:					\$1,935.85
<hr/>					
ESTABROOK MOTOR CO INC					
6717	HOUSING/MIRROR/LAMP/ST-1	01020170 - 552000		13003456	\$340.29
VENDOR TOTAL:					\$340.29
<hr/>					
EXPRESS EMPLOYMENT PROFESSIONALS					
6731	6/2/13 TEMP/S DUNN	01010565 - 542000		13003754	\$580.65
6731	6/9/13 TEMP/S DUNN	01010565 - 542000		13003754	\$663.60
6740	6/2 TEMP/A DUNN	01007065 - 540000		13003819	\$435.96
6740	6/9 TEMP/J GODWIN	01007065 - 540000		13003818	\$578.00
VENDOR TOTAL:					\$2,258.21
<hr/>					
FOUNDATION MUSEUM SUPPORT COMPANY					
6717	NAVAL TOUR/SUMMER CAMP	01030175 - 567000		13003553	\$730.00

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$730.00
FUELMAN OF MS					
6717	6/10-16/13 FUEL USAGE	01004070 - 551300		13003687	\$33.44
6717		01010070 - 551300		13003687	\$4,290.77
6717		01016070 - 551300		13003687	\$307.78
6717		01016170 - 551300		13003687	\$521.55
6717		01018070 - 551300		13003687	\$46.83
6717		01020170 - 551300		13003687	\$1,129.04
6717		01024070 - 551300		13003687	\$79.30
6717		01024170 - 551300		13003687	\$696.18
6717		01025070 - 551300		13003687	\$124.16
6717		01030170 - 551300		13003687	\$356.31
6717	6/10-16/13 FUEL USAGE	40067170 - 551300		13003687	\$81.14
6717		40067270 - 551300		13003687	\$581.76
6717		40067370 - 551300		13003687	\$482.10
6717		40067470 - 551300		13003687	\$635.20
VENDOR TOTAL:					\$9,365.56
GAMES 2 U					
6717	GAMES TO U/SUMMER CAMP	01030175 - 567000		13003552	\$598.00
VENDOR TOTAL:					\$598.00
GEOGRAPHIC COMPUTER TECHNOLOGIES					
6717	6/13 GIS HOSTING	01008075 - 555900		13000745	\$300.00
VENDOR TOTAL:					\$300.00
GEORGES AUTO SERVICE INC					
6729	INSPECTION STICKERS	40067275 - 562600		13002154	\$40.00
VENDOR TOTAL:					\$40.00
GENE GILDEA					
6717	SFA PER DIEM	01016075 - 557900		13003564	\$164.00
VENDOR TOTAL:					\$164.00
GRAHAM CONSTRUCTION COMPANY INC					
6736	STORM DRAINS INSTALLED/MACPHELAH	01020175 - 562400		13003797	\$15,736.00
6739	WHITE WASH SAND	01020170 - 552500		13003409	\$9,490.00
6736	WATER LINES INSTALLED/WILLOW ST	40067280 - 578300		13003798	\$27,379.00
6736	WATER LINES INSTALLED/RIVER ROAD	40067280 - 578300		13003799	\$11,831.00
6736	WATER LINES INSTALLED/KENNETH	40067280 - 578300		13003800	\$15,022.00
6737	HORIZONTAL DIRECTIONAL BORES/MARKET	40067280 - 578300		13003801	\$4,692.00
6737	SEWER LINES INSTALLED/PINE ST	40067380 - 578400		13003802	\$47,386.25
6737	GAS LINES INSTALLED/EASTLAWN	40067480 - 578500		13003803	\$35,330.00

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
VENDOR TOTAL:					\$166,866.25
GRAYBAR ELECTRIC CO., INC					
6727	COMPUTER SUPPLIES	01008070 - 550100		13003306	\$181.78
6727	COMPUTER SUPPLIES	01008070 - 550100		13003306	\$180.46
VENDOR TOTAL:					\$362.24
GT DEVELOPMENT & CONTRACTIN					
6740	STORAGE/TRAINING BUILDING/CENTRAL FIRI	05016880 - 578100	91103	13002664	\$49,293.97
VENDOR TOTAL:					\$49,293.97
GULF BREEZE LANDSCAPING					
6741	59 SABAL PALMS INSTALLED	01024170 - 552330	21303	13003839	\$16,815.00
VENDOR TOTAL:					\$16,815.00
GULF GRAPHICS					
6717	LETTERING/FC-1	01016570 - 552020		13002995	\$120.00
VENDOR TOTAL:					\$120.00
GULF SALES & SUPPLY INC					
6718	GAS SAW/CONSTRUCTION CREW	01020170 - 553500		13003665	\$899.00
6718	CLAMPS/W-24	40067270 - 553000		13003601	\$99.75
6718	MAGNETIC TORPEDO LEVEL /W-18	40067270 - 553000		13003472	\$26.37
6718	TRENCHING SHOVEL /W-18	40067270 - 553000		13003472	\$87.20
6718	PINK UPSIDE DOWN MARKING PAINT	40067270 - 551900		13003479	\$48.00
6718	DEEP WOODS OFF	40067270 - 551900		13002948	\$77.40
6718	KNIT RAGS/PIPE CUTTER	40067270 - 551900		13002948	\$170.45
6718		40067270 - 553000		13002948	\$62.00
VENDOR TOTAL:					\$1,470.17
GULF STATES AIRGAS INC					
6730	CYLINDER RENTAL	01030175 - 563050		13003740	\$147.36
VENDOR TOTAL:					\$147.36
HOTARD COACHES					
6718	MS COAST COLISEUM/SUMMER CAMP	01030175 - 567000		13002965	\$2,094.99
VENDOR TOTAL:					\$2,094.99
KENNETH J HUDSON JR					
6727	ELECTRICAL WORK/RECREATION	01030175 - 562900		13003649	\$850.00
6731	ELECTRICAL REPAIRS	01030175 - 562900		13003770	\$1,150.00
6740	ELECTRICAL REPAIRS	01030175 - 562900		13003830	\$1,400.00
VENDOR TOTAL:					\$3,400.00

** 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>
INTERNATIONAL FOUNDATION OF EMPLOYEE					
6718	GROUP BENEFITS MGMT COURSE/EXAM	01007075 - 557100		13003647	\$488.00
				VENDOR TOTAL:	\$488.00
INVENTORY TRADING COMPANY					
6733	UNIFORM SHIRTS/POLICE DEPT	01010070 - 551500		13003758	\$1,782.00
				VENDOR TOTAL:	\$1,782.00
IPMA-HR INTL PUBLIC MANAGEMENT ASSO					
6729	POLICE CIVIL SERVICE EXAMS	01007070 - 550300		13003292	\$840.00
				VENDOR TOTAL:	\$840.00
J H WRIGHT & ASSOCIATES					
6719	BCC CONTROL PANEL/BRIARWOOD	40067370 - 552850		13003420	\$1,040.00
				VENDOR TOTAL:	\$1,040.00
JACKSON COUNTY BOARD OF SUPERVISORS					
6730	2012 SPRING HAZARDOUS WASTE COLLECTIO	01040475 - 555900		13003794	\$1,852.66
				VENDOR TOTAL:	\$1,852.66
JOE MARTIN, JR CIRCUIT CLERK					
6730	LIEN RELEASES	01006075 - 555400		13003793	\$4.00
				VENDOR TOTAL:	\$4.00
DWAYNE W JOHNSON					
6718	SFA PER DIEM	05016875 - 557260		13003563	\$205.00
				VENDOR TOTAL:	\$205.00
KATHY'S FRAME WORKS					
6719	FRAMING FOR COLLAGE/CITY HALL	01007075 - 558500		13003730	\$141.03
				VENDOR TOTAL:	\$141.03
KING LEE CHEMICAL CO INC					
6727	HIGH FLUX CLEANER	40067270 - 552262		13003225	\$2,127.22
				VENDOR TOTAL:	\$2,127.22
KL TREE SERVICE AND STUMP GRINDING, LLC					
6719	LIMB REMOVAL/LAKE & VINCENT	01024175 - 562310		13003686	\$450.00
				VENDOR TOTAL:	\$450.00
HYLER KREBS					
6719	SFA PER DIEM	05016875 - 557260		13003562	\$205.00

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VENDOR TOTAL:					\$205.00
L & L CONSTRUCTION SERVICES, LLC					
6740	TRANSPORT/HAUL SAND/SOCCER COMPLEX	01030170 - 552600		13003035	\$14,900.00
VENDOR TOTAL:					\$14,900.00
GLORIA LEWIS					
6730	REPOSTING VOTED HISTORY ELECTION 2013	01004075 - 568880		13003726	\$12.00
VENDOR TOTAL:					\$12.00
LOCKARD & WILLIAMS INSUR SERV PA					
6719	7/13 ADMIN FEES	50050075 - 568011			\$48,730.20
6729	6/11-25/13 CLAIMS RUN	50050075 - 568010			\$70,470.33
VENDOR TOTAL:					\$119,200.53
LOWES HOME CENTERS INC					
6728	MATERIALS/DIXIE YOUTH DUGOUT	01030170 - 552600		13003691	\$189.90
6728	CEILING TILES/BAYOU	01016770 - 552900		13003099	\$296.73
6728	WHEEL BARREL	01024170 - 553500		13003488	\$106.34
6728	WINDOW BLIND	01009070 - 552200		13003378	\$28.47
6728	CABLE CUTTER	01008070 - 550100		13003346	\$165.08
6728	SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003692	\$83.60
6728	TIMBERS/TRENCH BOX	40067370 - 552860		13002179	\$301.70
6728	MISC SUPPLIES/SEWER DEPT	40067370 - 551900		13003034	\$58.04
6728	MISC SUPPLIES/SEWER DEPT	40067370 - 551900		13003034	\$148.10
6728	DOOR/DOOR HARDWARE	40067270 - 552810		13002593	\$247.58
6729	MISC PAINT SUPPLIES	40067470 - 553000		13003178	\$49.90
6729	MISC PAINT SUPPLIES	40067470 - 553000		13003178	\$24.09
VENDOR TOTAL:					\$1,699.53
M & E FEED & SEED					
6719	MARKING CHALK/REC	01030170 - 552600		13003674	\$381.00
VENDOR TOTAL:					\$381.00
M T DEASON COMPANY INC					
6733	CENTRAL PROCESSOR REPAIR/GAS DEPT	40067470 - 552840		13003408	\$780.61
6734	PAPER/INTERNAL PRINTER:GAS DEPT	40067470 - 552840		13003491	\$39.91
VENDOR TOTAL:					\$820.52
MATTHEW BENDER & COMPANY INC					
6733	05/13 LEXIS NEXIS LEGAL RSCH	01006070 - 550200		13003795	\$475.00
6733	MS CODE SERVICE/CITY CLERK	01004075 - 559000		13003722	\$56.94
VENDOR TOTAL:					\$531.94

** Indicates pre-issue check.

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MAX SUPPLY COMPANY					
6733	MAX SCENT DEODORANT/SEWER DEPT	40067370 - 552860		13003271	\$2,349.00
VENDOR TOTAL:					\$2,349.00
MILLER, BALIS & O'NEIL, PC					
6720	04/01-04/30 GAS SYSTEM	40067475 - 555900		13003588	\$1,772.19
VENDOR TOTAL:					\$1,772.19
MISSISSIPPI GULF COAST CHAMBER OF COMMERCE					
6720	LEADERSHIP TUITION/DEARMAN	01040275 - 557600		13003698	\$662.50
6720		01040475 - 557600		13003698	\$662.50
VENDOR TOTAL:					\$1,325.00
RANDY MITCHELL					
6720	TENNIS INSTRUCTOR	01030175 - 568950		13003708	\$487.50
VENDOR TOTAL:					\$487.50
TABBITHA S MOSELY					
6720	LINE DANCING INSTRUCTOR	01030175 - 568950		13003673	\$217.50
VENDOR TOTAL:					\$217.50
MS PRESS REGISTER INC					
6720	JOB POSTING/POLICE OFFICER	01007075 - 558500		13003268	\$153.60
6720	JOB POSTING/HR DIRECTOR	01007075 - 558500		13003174	\$164.60
6733	NOTICE:VOTING PRECINTS/ELECTION	01004075 - 568880		13003789	\$178.96
6733	NOTICE:VOTING MACHINE TESTS	01004075 - 568880		13003788	\$155.62
6733	NOTICE:PLANING/KELLY	01009975 - 558000		13003723	\$41.04
VENDOR TOTAL:					\$693.82
MS STATE TAX COMMISSION					
6720	PUB UTILITIES REGULATORY TAX	40065575 - 568290		13003699	\$632.98
6720	MUNICIPAL GAS UTILITIES TAX	40067475 - 574100		13003700	\$161.07
VENDOR TOTAL:					\$794.05
MUNICIPAL GAS AUTHORITY OF MS					
6740	05/13 NATURAL GAS SERVICE	40067475 - 574000		13003815	\$155,251.81
VENDOR TOTAL:					\$155,251.81
NEWELL WHOLESALE PAPER CO					
6720	COPY PAPER/CODE ENF	01018070 - 550020		13003514	\$177.05
6734	COPY PAPER/VARIOUS DEPTS	01005070 - 550020		13003677	\$277.50
VENDOR TOTAL:					\$454.55
OFFICE DEPOT INC					

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6720	OFFICE SUPPLIES/CHAIR:REC	01030170 - 550000		13003517	\$68.63
6720		01030170 - 551900		13003517	\$98.51
6721	OFFICE SUPPLIES/REC	01030170 - 551900		13003517	\$27.58
6721	PAPER TRIMMER/MIS	01008070 - 550000		13003580	\$169.99
6734	OFFICE SUPPLIES/SR CENTER	01030070 - 550000		13003209	\$48.17
6734	OFFICE SUPPLIES/FIRE DEPT	01016170 - 550000		13003468	\$51.52
6734	CHAIR/FIRE DEPT	01016170 - 550000		13003468	\$3.83
6734		01016770 - 552200		13003468	\$150.40
6734	OFFICE SUPPLIES/REC	01030175 - 567000		13003445	\$18.50
6741	OFFICE SUPPLIES/UTILITIES	01040270 - 550000		13003724	\$4.91
6741	OFFICE SUPPLIES/VARIOUS DEPTS	01000170 - 550000		13003767	\$39.00
6741		01005070 - 550000		13003767	\$65.00
6741	OFFICE SUPPLIES/VARIOUS DEPTS	01005070 - 550000		13003705	\$55.26
6741		01040270 - 550000		13003705	\$9.22
6741	OFFICE SUPPLIES/VARIOUS DEPTS	01005570 - 550000		13003650	\$0.69
6741		01005570 - 551900		13003650	\$19.87
6741	OFFICE SUPPLIES/VARIOUS DEPTS	01005570 - 551900		13003650	\$6.96
6741		01006070 - 550000		13003650	\$14.96
6741		01040470 - 551900	80000	13003650	\$20.56
6741	MONITOR PRIVACY SCREEN/CITY CLERK	01004070 - 551900		13003663	\$90.44
6741	SCREEN FILTER	01004070 - 551900		13003663	-\$90.44
6741	OFFICE SUPPLIES/UTILITIES	40065270 - 550000		13003724	\$79.59
VENDOR TOTAL:					\$953.15

OL' MAGNOLIA PEST CONTROL

6721	TICK TREATMENT/FIRE DEPT	01016770 - 552900		13003559	\$75.00
VENDOR TOTAL:					\$75.00

OLD CAPITOL INN

6719	MML OREINTATION/BLEVINS	01000175 - 557000		13003763	\$139.00
6719	MML ORIENTATION/SIMKINS	01000175 - 557000		13003764	\$139.00
VENDOR TOTAL:					\$278.00

O'REILLY AUTO PARTS

6721	OIL FILTERS/ST DEPT VEHICLES	01020175 - 562610		13003535	\$103.22
6721	BRAKE PADS/ST-18	01020175 - 562610		13003681	\$19.95
6734	BRAKE ROTORS/PR-16	01024175 - 562600		13003668	\$119.44
6734	REPAIR PARTS/PR-16	01024175 - 562600		13003668	\$36.50
6734	OIL/FILTER:CITY CLERK VEHICLES	01004075 - 562600		13003137	\$22.58
6735	OIL/FILTERS:CITY CLERK VEHICLES	01004075 - 562600		13003137	\$22.14
6721	CAM SENSOR/W-25	40067275 - 562600		13003645	\$124.24
6735	ALTERNATOR/G-14	40067475 - 562600		13003508	\$160.23
VENDOR TOTAL:					\$608.30

PASCAGOULA TIRE AND SERVICE INC

6721	WHEEL ALIGNMENT/UNIT 14190	01025070 - 552100		13003746	\$82.98
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** Indicates pre-issue check.

DATE: 6/28/2013
TIME: 7:51:52AM

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VENDOR TOTAL:					\$82.98
<hr/>					
PERSONAL TOUCH AUTO DETAIL &					
6721	VEHICLE MAINT/CODE ENF	01018075 - 562600		13003733	\$90.00
VENDOR TOTAL:					\$90.00
<hr/>					
PET HARBOR					
6722	RAMBO/MEDICAL EXAM	01010070 - 550120		13003745	\$80.75
VENDOR TOTAL:					\$80.75
<hr/>					
PTS SOLUTIONS INC					
6722	01/13-03/13 SOFTWARE/POLICE	01010075 - 562610		13003287	\$5,199.24
VENDOR TOTAL:					\$5,199.24
<hr/>					
RAINBOW SKATING CENTER					
6722	SKATING TRIP/SUMMERCAMP	01030175 - 567000		13003531	\$700.00
VENDOR TOTAL:					\$700.00
<hr/>					
MILDRED ROBINSON					
6734	POLL WORKER	01004075 - 568880		13003732	\$15.00
VENDOR TOTAL:					\$15.00
<hr/>					
SAM'S CLUB					
6735	GROC/SR CENTER	01030075 - 567000		13003213	\$402.69
VENDOR TOTAL:					\$402.69
<hr/>					
SHERWIN WILLIAMS COMPANY					
6735	PAINT/GAS DEPT	40067470 - 552840		13003494	\$108.38
6735	PAINT/GAS DEPT	40067470 - 552840		13003494	\$152.85
VENDOR TOTAL:					\$261.23
<hr/>					
SINGING RIVER ELECTRIC POWER ASSOC					
6730	5/13 POWER BILL	01009975 - 561000		13003790	\$11,412.80
6730		01030075 - 561000		13003790	\$1,566.68
6730		01030175 - 561000		13003790	\$4,814.34
6730	5/13 POWER BILL	40065575 - 561000		13003790	\$14,845.63
VENDOR TOTAL:					\$32,639.45
<hr/>					
SINGING RIVER GLASS LLC					
6735	WINDSHIELD REPAIR/UNIT 12503	01010075 - 562600		13002731	\$40.00
VENDOR TOTAL:					\$40.00
<hr/>					
SOUTHERN FINANCIAL SYSTEMS INC					
6722	05/01-05/15 COURT FINE COLLECTIONS	01000030 - 432800		13003734	\$297.85

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6722	05/16-05/31 COURT FINE COLLECTIONS	01000030 - 432800		13003734	\$146.41
6722	05/01-06/05 UTILITY COLLECTIONS	40000050 - 434400		13003653	\$20.72
VENDOR TOTAL:					\$464.98
SOUTHERN PIPE & SUPPLY CO INC					
6723	FLOWGUARD/WATER DEPT	40067270 - 552810		13003186	\$7.88
VENDOR TOTAL:					\$7.88
SPANISH TRAIL LANES					
6735	BOWLING/SUMMERCAMP	01030175 - 567000		13003602	\$212.00
VENDOR TOTAL:					\$212.00
THE SPECTRUM GROUP INC					
6735	PANAMETRICS FLOWMETERS/WATER DEPT	40067275 - 562880		13003236	\$8,410.16
VENDOR TOTAL:					\$8,410.16
SPORTS CONDUCTOR, LLC					
6723	ON LINE REGIS FEES/REC	01030175 - 568950		13003628	\$914.10
VENDOR TOTAL:					\$914.10
STAPLES OFFICE SUPPLY					
6736	OFFICE SUPPLIES/SEWER DEPT	40067370 - 550000		13003333	\$173.25
VENDOR TOTAL:					\$173.25
STEINER SAW & MOWER					
6723	WEED EATER REPAIR/BEAUTIFICATION	01024175 - 562610		13003442	\$90.25
VENDOR TOTAL:					\$90.25
STEWART SNEED HEWES INC					
6736	PUBLIC OFFICIALS BOND/43 EMP	01009975 - 560200		13003792	\$6,450.00
VENDOR TOTAL:					\$6,450.00
STUTTON CORPORATION					
6723	DEGREASER/ANT POISON:SEWER DEPT	40067370 - 551900		13003274	\$557.00
VENDOR TOTAL:					\$557.00
THE SUN HERALD-GULF PUBLISHING CO					
6723	JOB POSTING/POLICE OFFICER	01007075 - 558500		13003270	\$540.50
6723	JOB POSTING/HR DIRECTOR	01007075 - 558500		13003175	\$723.50
6737	NOTICE:ONE YR ACTION PLAN	01004075 - 568880		13003791	\$640.05
6737	NOTICE:VOTING MACH TESTS	01004075 - 568880		13003791	\$256.02
6737	NOTICE:VOTING PRECINTS	01004075 - 568880		13003791	\$371.17
6737	NOTICE:VOTING PRECINTS	10041075 - 568440	71304	13003791	\$384.03
6737	NOTICE:VOTING MACH TESTS	10041075 - 568440	71304	13003791	\$256.02

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VENDOR TOTAL:					\$3,171.29
SUNBELT FIRE APPARATUS INC					
6723	REPAIRS/U-14 FIRE DEPT	01016570 - 552020		13003555	\$85.00
6736	AC REPAIRS/E-8 FIRE DEPT	01016570 - 552020		13003470	\$18.31
6737	AC REPAIRS/E-8 FIRE DEPT	01016570 - 552020		13003470	\$75.92
VENDOR TOTAL:					\$179.23
TALLEY CONTRACTING INC					
6723	PROPERTY CLEAN UP/RONNIE	01020175 - 568007		13003594	\$2,900.00
6723	PROPERTY CLEAN UP/INGALLS	01020175 - 568007		13003594	\$2,475.00
VENDOR TOTAL:					\$5,375.00
THE JUNIOR AUXILLARY OF PASCAGOULA-MOSS POINT,INC					
6723	ADV RESOURCES/CHARITY BOIL	01000175 - 567000		13003736	\$100.00
VENDOR TOTAL:					\$100.00
THE RIDE FACTORY INC					
6722	REPAIR TAILGATE/U-5 FIRE DEPT	01016570 - 552020		13003560	\$460.50
VENDOR TOTAL:					\$460.50
TOWN & COUNTRY STORAGE					
6740	06/13 STORAGE RENT:89/58/90	01040475 - 567100		13003821	\$150.00
VENDOR TOTAL:					\$150.00
TURF MASTERS					
6724	PLANTS/LIGHT HOUSE PARK	01024170 - 552330		13003496	\$3,000.00
6735	05/20-06/16 MOWING/AGRMT 1	01024175 - 562300		13003769	\$21,090.38
6735	05/20-06/16 MOWING/HWY 90	01024175 - 562300		13003769	\$3,233.00
6736	05/20-06/16 MOWING/AGRMT 2	01024175 - 562300		13003769	\$51,015.76
6736	MOWING/HWY 90:CONT LINING	01024175 - 562300		13003769	\$7,162.00
6736		01030175 - 562890		13003769	\$3,233.00
6736	06/13 WEED/FERT/PEST CTRL	01030175 - 562890		13003769	\$2,806.25
VENDOR TOTAL:					\$91,540.39
UNITED SITE SERVICE OF MS LLC					
6724	PORT O LETS/LAKE ELE PROJ	10041075 - 568440	71202	13003696	\$50.00
VENDOR TOTAL:					\$50.00
UNITED STATES POSTMASTER					
6724	07/13 POSTAGE/UTILITY BLLS	40065575 - 556500		13002394	\$4,500.00
VENDOR TOTAL:					\$4,500.00
UNIVERSITY OF NORTH CAROLINA					

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6724	BOOK:CITIZEN ADVISORY COMM	01040270 - 551900		13002882	\$44.00
VENDOR TOTAL:					\$44.00

THE UPS STORE

6724	SHIPPING/GAS DEPT	40067475 - 557800		13003670	\$15.70
VENDOR TOTAL:					\$15.70

UTILITY PARTNERS LLC

6724	06/13 DITCH MAINT	01020175 - 562340		13003497	\$21,300.00
6724	06/13 PUBLIC WORKS CONTRACT	01020075 - 568960		13003498	\$17,148.79
6724		01020175 - 568960		13003498	\$68,595.21
6724		01024075 - 568960		13003498	\$42,872.00
6724		01024175 - 568960		13003498	\$22,865.06
6724	06/13 PUBLIC WORKS CONTRACT	40065075 - 568960		13003498	\$5,716.26
6724		40067275 - 568960		13003498	\$51,446.40
6724		40067375 - 568960		13003498	\$31,439.47
6724		40067475 - 568960		13003498	\$45,730.14
VENDOR TOTAL:					\$307,113.33

THE VELLANO CORPORATION

6738	FIRE HYDRANTS	40067280 - 578300		13003682	\$9,216.00
VENDOR TOTAL:					\$9,216.00

W A REYNOLDS WHOLESALE CO

6724	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		13003469	\$660.35
6738	JANITORIAL SUPPLIES/STREET DEPT	01020170 - 551900		13003478	\$211.71
6738	JANITORIAL SUPPLIES/CITY HALL	01009070 - 551420		13003718	\$91.50
6724	PAPER TOWELS/PUB WORKS	40065070 - 551900		13003702	\$51.80
VENDOR TOTAL:					\$1,015.36

WADE IMAGING COMPANY

6724	07/13 FLEET COPIER LEASE	01008075 - 562005		13003752	\$1,778.49
6725	06/13 COPIER LEASE/CITY HALL	01008075 - 562005		13003753	\$540.35
6725	06/13 COPIER LEASE/UTILITIES	01008075 - 562005		13003753	\$540.35
6725	07/13 COPIER LEASE/CITY HALL	01008075 - 562005		13003753	\$540.35
6725	07/13 COPIER LEASE/UTILITIES	01008075 - 562005		13003753	\$540.35
6740	05/13 FLEET COPIER OVG	01008075 - 562005		13003816	\$924.30
6741	05/15-06/14 CONT OVG/14TH ST	01008075 - 562095		13003841	\$18.18
6741	05/15-06/14 CONT OVG/CITY HALL	01009075 - 562030		13003841	\$293.89
6742	05/15-06/14 CONT OVG/R I LIGHTHOUSE	01040275 - 559000		13003841	\$60.00
6742	05/15-06/14 CONT OVG/CDBG FAIR HOUSING	10041075 - 568440	71304	13003841	\$119.00
6742	05/15-06/14 CONT OVG/UTILITIES	40065275 - 562030		13003841	\$274.95
6742	05/15-06/14 CONT OVG/CREDIT	40065275 - 562030		13003841	\$-505.18
VENDOR TOTAL:					\$5,125.03

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WALMART COMMUNITY					
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$173.52
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$29.20
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$53.29
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$7.65
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$21.09
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$19.94
6738	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$33.79
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$28.31
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$30.91
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$97.04
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$49.52
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$9.85
6739	REPAIR SUPPLIES/SCRANTON MUSEUM	10041075 - 568400	11005	13003079	\$63.02
VENDOR TOTAL:					\$617.13
FRED WATERS					
6725	COMMUNY/EMERSON REIMBURSEMENT	10041075 - 568440	91104	13003697	\$1,290.42
VENDOR TOTAL:					\$1,290.42
JEFF WATERS					
6725	COMMUNY/EMERSON REIMBURSEMENT	10041075 - 568440	91104	13003709	\$1,309.68
VENDOR TOTAL:					\$1,309.68
WHITEHEAD CONSTRUCTION CO INC					
6739	LIMESTONE/PUB WORKS	01020170 - 552500		13003347	\$11,147.55
6739	LIMESTONE/PUB WORKS	40067280 - 578300		13003347	\$11,147.21
6739		40067380 - 578400		13003347	\$11,147.21
VENDOR TOTAL:					\$33,441.97
SHEILA YOUNG					
6739	POLL WORKER	01004075 - 568880		13003727	\$12.00
VENDOR TOTAL:					\$12.00
ZOLL DATA SYSTEM					
6725	07/13-09/13 RESCUENET MAINT/FIRE	01008075 - 562010		13001111	\$472.50
VENDOR TOTAL:					\$472.50

** Indicates pre-issue check.

CLAIMS REPORT
WARRANT 07/02/2013

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
		GRAND TOTAL:			\$1,382,693.01
	GENERAL FUND				\$517,167.87
	FIRE INSURANCE REBATE FUND				\$161,195.53
	HURRICANE KATRINA				\$2,486.98
	COMMUNITY DEVELOPMENT FUND				\$36,772.33
	PASCAGOULA UTILITIES				\$545,854.77
	SOLID WASTE MANAGEMENT FUND				\$15.00
	PASCAGOULA GROUP INSURANCE				\$119,200.53
			GRAND TOTAL		\$1,382,693.01

** Indicates pre-issue check.