

**PASCAGOULA CITY COUNCIL**  
**Recessed Regular Meeting –Tuesday, July 23, 2013, 6:00 P.M.**

**WELCOME AND CALL TO ORDER:**

**INVOCATION:** Councilman Hill

**PLEDGE OF ALLEGIANCE:**

**ADDRESS THE COUNCIL:**

- A. Hershey's Track and Field Games 2013 Outstanding Local Program to be presented to Robert "Bo" Cole
- B. Mary Garner with Zonta Club of Pascagoula re: \$2,500.00 sponsorship for the "Downtown in the Plaza" Zonta Arts and Crafts Festival and permission to place a sign on the green across from the Annex.
- C. Dave Pettys with VFW 3373 re: Smoking Ban
- D. Gilbert Ramsey re: Backwoods Flying Angels emerging application with partnership program.

**CONSENT AGENDA:\***

- E. Minutes of regular Council meeting of July 2, 2013 & Special Call Council Meeting of July 9, 2013  
*Recommended Action: adopt and approve minutes of Council meetings of July 2 & July 9, 2013.*
- F. Minutes of Main Street meeting of June 17, 2013  
*Recommended Action: acknowledge receipt of minutes*
- G. Minutes of Recreation Commission meeting of June 5, 2013  
*Recommended Action: acknowledge receipt of minutes*
- H. Minutes of Historic Preservation Commission meeting of March 26, 2013  
*Recommended Action: acknowledge receipt of minutes*
- I. Minutes of Pascagoula Redevelopment Authority meeting of June 13, 2013  
*Recommended Action: acknowledge receipt of minutes*
- J. Permission for Motorcycle Club Talons to hang banner on Welcome sign two weeks before bike ride on December 8, 2013, for the Salvation Army's Angel Tree  
*Recommended Action: approve banner request*

- K. Blanket permission to hang banners for the following upcoming events on the Welcome Sign: Trunk-r-Treat, Krebs Cemetery Tour, Downtown for the Holidays and Christmas Parade.  
Recommended Action: *approve banner requests*
- L. Acceptance of forfeited 2002 Chevrolet Avalanche, VIN 3GNEC13T426336027, that was seized by the SMMET Agents.  
Recommended Action: *accept of forfeited 2002 Chevrolet Avalanche which will be used for the SMMET (South Mississippi Metro Enforcement Team).*
- M. MDA Budget Modification No. 9 for Riverfront and Streetscape Projects  
Recommended Action: *approve Budget Modification No. 9 with MDA to extend the grant through June 30, 2014, and authorize the City Manager to execute related documents. This has no effect on the grant or local budgets.*
- N. MDOT Permit for Lighting at the Pascagoula River Environmental Trail  
Recommended Action: *authorize the City Manager to execute documents related to the MDOT permit application to allow installation of lighting beneath the Hwy 90 High-rise Bridge along the Pascagoula River Environmental Trail. These costs will be covered by Community Development Block Grant (CDBG) funds.*
- O. Community Development Block Grant FY2013 Action Plan  
Recommended Action: *approve and authorize the Mayor to execute related documents.*
- P. Resolution requesting assistance from Jackson County to provide grant matching funds for the Federal Safe Routes to School Grant  
Recommended Action: *adopt Resolution*
- Q. Payment of \$3,000.00 for Postage Funds for Direct/Debit Postage on Call Meter Setting Service with Neo-Post  
Recommended Action: *approve \$3,000.00 for postage funds to City Hall. The postage payment is handled through an electronic funds transfer (EFT) instead of the docket of claims.*
- R. Anchor Square Tenant Lease – Unit A (Alan Hinkel)  
Recommended Action: *authorize the Mayor to execute lease*
- S. Anchor Square Tenant Lease – Unit H (Linda Dunning -Ruffin)  
Recommended Action: *authorize the Mayor to execute lease*
- T. Anchor Square Tenant Lease – Unit O (Cindy Grefe)  
Recommended Action: *authorize the Mayor to execute lease*
- U. Anchor Square Tenant Lease – Unit P (Sharon Stennis)  
Recommended Action: *authorize the Mayor to execute lease*

- V. First Call Emergency Notification Service  
*Recommended Action: approve usage of First Call Emergency Notification Service as subaccount under Jackson County. Authorize City Manager to execute related documents for the purchase of 10,000.00 minutes for the sum of \$540.00.*
- W. YTD Revenue and Expenditure Reports for June 2013  
*Recommended Action: acknowledge receipt of reports*
- X. Letter to Mississippi Mosquito Control, Inc., requesting elimination of areas of avoidance due to requests made by property owners.  
*Recommended Action: authorize City Attorney to send letter*
- Y. Safe Routes to Schools – Letter to Gulf Regional Planning Commission for additional funding  
*Recommended Action: authorize Mayor to execute letter to the Gulf Regional Planning Commission (GRPC) requesting \$84,800.00 in additional funding to be combined with the City's Safe Routes to Schools (SRTS) funding. The GRPC funding has a 20% match or \$21,200.00. This funding would cover the costs of the complete proposed SRTS project.*
- Z. Recording and Televising of City Council Meetings  
*Recommended Action: approve agreement with Tim Wall and WGUD-TV to record and televise Council Meetings in the amount of \$600.00 a month for a total of \$1,800.00. Authorize the City Manager to execute related documents.*
- AA. Closeout Documents for the Communny Street & Emerson Street Grinder Sewer Projects  
*Recommended Action: approve Closeout Documents with Hudson Contracting, Inc., and authorize the City Manager to execute related documents.*
- BB. Recreation Commission Resignation  
*Recommended Action: accept resignation from Scott Tipton effective June 26, 2013*
- CC. Vendor Agreement with Jackson County Civic Action Committee for Payment of Utility Bills  
*Recommended Action: authorize City Manager to execute agreement and related documents.*

### **CITY MANAGER**

- DD. City Council Teambuilding Session  
*Recommended Action: approve the date and the agenda for the City Council Teambuilding Session to be held on August 13-14, 2013, at the Senior Center.*
- EE. National League of Cities Annual Conference  
*Recommended Action: approve registration fees and travel expenses for the Council to attend the NLC Annual Conference in Seattle, Washington, on November 13-16, 2013.*

- FF. The Whitten Group Proposal  
*Recommended Action: approve the proposal in the amount of \$5,140.00 for Amy Whitten to facilitate the City Council Teambuilding Session to be held on August 13-14, 2013.*
- GG. Recreation Commission. Need to consider appointments to the Commission  
*Recommended Action: authorize City Manager to solicit applications for appointments to the Recreation Commission.*

### **CITY ATTORNEY**

- HH. Appointment of Planning Board. Presently the Members are:  
Ward 1 – Mike Gilly  
Ward 2 – Joe Odom  
Ward 3 – Wesley Smith  
Ward 4 – Matt Parker  
Ward 5 – Alan Wiley  
At Large – Linda Eiland Tillman  
Mayoral – Etienne Melcher  
*Recommended Action: appoint Planning Board*
- II. Appointment of Planning Board Vice-Chairman. Presently the Vice-Chairman is Ward 4 – Matt Parker  
*Recommended Actions appoint Planning Board Vice-Chairman*
- JJ. Appointment of Planning Board Chairman. Presently the Chairman is Ward 3 – Wesley Smith  
*Recommended Action: appoint Planning Board Chairman*
- KK. Appointment of Municipal Election Commission. Presently the Members are:  
Pat Ellis  
Chris Lee  
Michael Murphy  
Charles Robertson  
Alice Walker  
*Recommended Action: appoint Municipal Election Commission*

### **COMMUNITY AND ECONOMIC DEVELOPMENT**

- LL. Adoption of MDA Assets Mapping Recommendations  
*Recommended Action: Mississippi Development Authority (MDA) and a group of volunteers performed an Assets Mapping of Pascagoula last winter. A team from MDA presented the findings of this study in June 2013. This report established a baseline of identified assets for Pascagoula as well as provided suggestions on strategies to enhance existing assets and strategies to improve potential assets. Per the suggestion of the MDA team, the City would like to formally adopt four recommendations:*
- 1. Developing and implementing a 'Stop the Commute Program' to educate commuters on the true costs of a daily commute;*
  - 2. Combining Arts on the Avenue into the visitors center;*

3. *Working with the Pascagoula School System to expand the hours of operation of the Pascagoula Interactive Center; and*
4. *Developing and implementing an “Only in Pascagoula” marketing campaign to highlight the uniqueness of Pascagoula.*

**DOCKET OF CLAIMS**

MM. Order for Docket of Claims

**RECESS OR ADJOURN**





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Parks & Recreation Department

Contact Name: Darcie Crew

Phone: 228-938-2356

**Agenda Topic:** Hershey's Track and Field Games Outstanding Local Program Award

*Attach additional information as necessary*

**Action Requested:**

Present Robert "Bo" Cole with the Outstanding Local Program/Volunteer Award from Hershey's Track and Field Games for 2013.

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**





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Zonta Club of Pascagoula

Contact Name: Mary Garner

Phone: 228-990-1856

**Agenda Topic:** Zonta Arts and Crafts Festival "Downtown in the Plaza"

*Attach additional information as necessary*

**Action Requested:**

Ask the City to support the Zonta Arts and Crafts Festival with a \$2500.00 sponsorship and to ask permission to place our sign on the green across from the Annex again this year.

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

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

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





### AGENDA ITEM REQUEST FORM

Meeting Date: 7/23/13

Submitting Department or Individual: Dave Pettys-VFW 3373

Contact Name: Dave Pettys

Phone: 228-623-3387

**Agenda Topic:** Request to address the Council regarding the smoking ban

*Attach additional information as necessary*

**Action Requested:**

\_\_\_\_\_

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

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

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





## AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Community & Economic  
Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Gilbert Ramsey to address Council

*Attach additional information as necessary*

**Action Requested:**

To address Council concerning Backwoods Flying Angels emerging application with partnership program.

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

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature*

*For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

**Agenda Topic: Minutes of regular Council meeting of July 2, 2013, and Special Call Council meeting of July 9, 2013**

*Attach additional information as necessary*

**Action Requested:**

Approve and adopt minutes of regular Council meeting of July 2, 2013, and Special Call Council meeting of July 9, 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 checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/> Grant
				<input type="checkbox"/> Other

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

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

**REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 2, 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 regular meeting on Tuesday, July 2, 2013, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor Harry J. Blevins  
Councilwoman Brenda Simkins  
Councilman Freddy Jackson  
Councilman Larry Taylor  
Councilman David Tadlock  
Councilman Burt Hill  
Councilman Scott Tipton

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

\*\*\*\*\*

Mayor Blevins welcomed everyone to the first meeting of the new City Council. Each member of the City Council was introduced, along with family members who were in attendance tonight. Mayor Blevins also recognized the City Attorney, City Manager, Executive Management Team, and other City staff members at the meeting. Valerie Moore was introduced as the new Human Resources Director and will begin her employment on July 10, 2013. After brief comments, the invocation was given by Councilman Tadlock. The pledge of allegiance was led by Councilman Tipton.

Mayor Blevins then announced that anyone who would like to address the Council tonight that is not on the agenda should sign in on a sheet at the podium. David Pettys, 2406 Convent Avenue, stated he would like to address the Council regarding the smoking ordinance.

\*\*\*\*\*

A property cleanup hearing was held at this time for 1908 11<sup>th</sup> Street, Lot on Krebs (40407036.000), 2102 Seneca, 2106 Seneca, and 2112 Seneca. Jaci Turner, Planning, Inspections and Engineering Director, briefly discussed a summary of the Code Enforcement process and then gave an update on each parcel.

**1908 11<sup>th</sup> Street** – Ms. Turner advised the lot has been cleaned and the staff recommended that no action be taken on this property tonight.

**Lot on Krebs (40407036.000)** – Ms. Turner advised the Code Enforcement Department has had many problems with this parcel in the past. The staff recommendation is to monitor the parcel and continue this matter until the Council meeting of September 3, 2013.

**2102 Seneca** – Ms. Turner gave an update on the property and advised it normally gets cut about once per year. Mr. and Mrs. Roberts, property owners, spoke regarding the property. They have hired someone to clean the lot.

**2106 Seneca** – Ms. Turner advised the property has been cut since the notice was posted; however, there are regular problems with the parcel. The staff recommendation was to adopt the Resolution.

**2112 Seneca** – Ms. Turner advised there have been many problems with this property. The staff recommendation was to adopt the Resolution.

After discussion, the Council considered the following Resolution:

### **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**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41450774.000 1908 11 <sup>th</sup> 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

#### **The following actions were taken by the City Council:**

**1908 11<sup>th</sup> Street** – No action was required tonight by the City Council at the recommendation of Jaci Turner, Planning, Inspections, and Engineering Director, and her staff.

**Lot on Krebs (40407036.000)** – Councilwoman Simkins made a motion to “CONTINUE” this matter until the Council meeting of September 3, 2013. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Continued 7-2-13)

**2102 Seneca** – The above Resolution was introduced by Councilman Jackson, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 2<sup>nd</sup> day of July, 2013.

**2106 Seneca** – The above Resolution was introduced by Councilman Tipton, seconded for adoption by Councilman Taylor, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 2<sup>nd</sup> day of July, 2013.

**2112 Seneca** – The above Resolution was introduced by Councilman Tadlock, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 2<sup>nd</sup> day of July, 2013.

\*\*\*\*\*

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

The first item on the consent agenda was a request to adopt and approve the minutes of the recessed regular Council meeting of June 18, 2013, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Jackson made a motion to adopt and approve the minutes of the recessed regular Council meeting of June 18, 2013, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

Minutes of the Pascagoula Redevelopment Authority meeting of May 10, 2013, were acknowledged by the Council.

\*\*\*\*\*

The next item for consideration was a request to advertise the resources of the City through the Boys & Girls Clubs of Jackson County 21<sup>st</sup> Annual Steak & Steak Dinner on July 11, 2013, at the Jackson County Civic Center in Pascagoula, MS, for a Mentor Sponsorship of \$550.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 21-17-1, a non-profit corporation that has qualified as a 501 (c) (3).

Councilman Jackson made a motion to advertise the resources of the City of Pascagoula through the Boys & Girls Clubs of Jackson County 21<sup>st</sup> Annual Steak & Steak Dinner on July 11, 2013, at the Jackson County Civic Center, Pascagoula, MS, for a Mentor Sponsorship of \$550.00 as recommended, and authorize a manual check. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was a request to advertise for Annual Bid # 325 – backflow preventers, as recommended by Steve Mitchell, Operations Manager.

Councilman Jackson made a motion to authorize the City Clerk to advertise for Annual Bid # 325 – backflow preventers, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the Neighbors Helping Neighbors Grant Application for \$2,500.00 for the Round Island Lighthouse for the July 12, 2013, funding cycle through Singing River Electric Power Association as recommended by Jen Dearman, Community and Economic Development Director. There is no match associated with this grant. Information on this item is spread on the minutes as follows:

July 2, 2013

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

Additional information on this application is spread on the minutes as follows:

**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](mailto: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 13<sup>th</sup>. 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.

### 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
<b>Total</b>	<b>\$2,500.00</b>	<b>\$1,235,548</b>

Councilman Jackson made a motion to approve the Neighbors Helping Neighbors Grant Application for \$2,500.00 for the Round Island Lighthouse for the July 12, 2013, funding cycle through Singing River Electric Power Association as recommended and authorize the City

Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

(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 Anchor Square Tenant Lease for Unit K with Sophie McClain (dba The Curvy Boutique) as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Jackson made a motion to approve the Anchor Square Tenant Lease for Unit K with Sophie McClain (dba The Curvy Boutique) as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

(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 Anchor Square Tenant Lease for Unit M with Norma Nelson (dba D'Vine Soul Food & Catering) as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Jackson made a motion to approve the Anchor Square Tenant Lease for Unit K with Sophie McClain (dba The Curvy Boutique) as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

(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 Anchor Square Tenant Lease for Unit N with Lisa Catchot (dba Rosalie's) as recommended by Lalinda Grace, Information Center Coordinator.

Councilman Jackson made a motion to approve the Anchor Square Tenant Lease for Unit N with Lisa Catchot (dba Rosalie's) as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

(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 a request to acknowledge an appointment of Hanson Horn to a vacant position on the Strategic Plan Steering Committee as presented by Jen Dearman, Community and Economic Development Director. Ms. Dearman advised the committee appointed Mr. Horn on June 20, 2013.

Councilman Jackson made a motion to acknowledge the appointment of Hanson Horn to a vacant position on the Strategic Plan Steering Committee as presented. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE", Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

Next for consideration was a Monitoring Contract with Absolute Protection, Inc., Moss Point, MS, for the Scranton Museum at River Park as recommended by Darcie Crew, Parks and Recreation Director. The agreement is 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. The contract is spread on the minutes as follows:

**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 2<sup>nd</sup> day of July, 2013.

BY: \_\_\_\_\_  
Subscriber Signature

BY: \_\_\_\_\_  
Subscriber – printed name

DL# \_\_\_\_\_  
Subscriber

BY: \_\_\_\_\_  
Absolute Protection, Inc.

Councilman Jackson made a motion to approve the Monitoring Contract with Absolute Protection, Inc. for the Scranton Museum at River Park as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

(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 a Memorandum of Understanding between the City of Pascagoula and Signet Maritime Corporation for the use of City Facilities as recommended by Jaci Turner, Planning, Inspections, and Engineering Director. The City Manager noted there has been a change in the date from the original MOU sent in the agenda packets last week. The new event date will be Friday, July 26, 2013, at 11:00 a.m. The MOU is spread on the minutes as follows:

**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 26, 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 25, 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 25, 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 25, 2013.
- c.* The City agrees to completely clean the Riverfront site prior to the event and no later than close of business on July 25. 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](mailto: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](mailto:jturner@cityofpascagoula.com)

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

**Signet Maritime Corporation**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Pascagoula**

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

Joe Huffman

Title: City Manager \_\_\_\_\_

Date: \_\_\_\_\_

Councilman Jackson made a motion to approve the Memorandum of Understanding between the City of Pascagoula and Signet Maritime Corporation for the use of City Facilities as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

(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 a request to submit the FY 2013 Local Edward Byrne Memorial Justice Assistance Grant (JAG) application as recommended by Aleta Raley,

Grants Administrator. Pascagoula is eligible for \$11,613.00. The Police Department plans to use these funds to purchase eight Tasers with holsters, batteries, and cartridges (both training and duty).

Councilman Jackson made a motion to approve the submission of the FY 2013 Local Edward Byrne Memorial Justice Assistance Grant (JAG) application as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

(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 Amendment No. 2 to the Agreement for Professional Services for Lowry Island Redevelopment with Compton Engineering, Inc., Pascagoula, MS, in the amount of \$68,500.00 as recommended by Darcie Crew, Parks and Recreation Director. This amendment adds environmental permitting requirements, boundary descriptions, surveys, design work, additional phases and services during construction.



**COMPTON ENGINEERING, INC.**

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

1706 Covent 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 respectfully 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*  
G. Joey Duggan, III  
Sr. Vice President

GJD:pm

Attachment

PASCAGOULA  
= BOX  
= 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
<i>Topographic Survey of Spoil Site and Hydrographic Survey of Water Inlet along East Pascagoula River</i>	\$ 7,500
<i>Planning scope and drawing revision based on available funds and preliminary review by approving authorities. (Multiple Master Plan revisions and one Final to exclude Harbor and Include East River Development)</i>	\$ 6,000

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

*Lowry Island Revitalization, Phase 1 - Pier Restoration*     \$    7,500

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

*Lowry Island Revitalization, Phase 1 - Pier Restoration*     \$    5,000

**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: \_\_\_\_\_

Councilman Jackson made a motion to approve Amendment No. 2 to the Agreement for Professional Services for Lowry Island Redevelopment with Compton Engineering, Inc., Pascagoula, MS, in the amount of \$68,500.00 as recommended and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

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

\*\*\*\*\*

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

The next item for consideration was the appointment of a City Manager for the next four-year term.

Mayor Blevins made a motion to appoint Joe Huffman as the City Manager for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".  
(Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a City Attorney for the next four-year term.

Councilman Tadlock made a motion to appoint Eddie Williams as the City Attorney for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".  
(Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a City Judge for the next four-year term.

Councilman Hill made a motion to appoint Michael Fondren as the City Judge for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".  
(Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a City Judge Pro-Tem for the next four-year term.

Councilman Hill made a motion to appoint Stephen Burrow as the City Judge Pro-Tem for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Jackson and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".  
(Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a City Prosecutor for the next four-year term.

Councilman Taylor made a motion to appoint Dustin Thomas as the City Prosecutor for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".  
(Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a City Prosecutor Pro-Tem for the next four-year term.

Councilman Taylor made a motion to appoint Robert Blackwell as the City Prosecutor Pro-Tem for the City of Pascagoula for the next four-year term. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of a Mayor Pro-Tem for the next four-year term.

Mayor Blevins made a motion to appoint Councilman Freddy Jackson as Mayor Pro-Tem for the next 12 months. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was the appointment of an alternate member of the City Council to the Jackson County Economic Development Foundation.

Councilman Jackson made a motion to appoint Councilwoman Simkins to serve as the alternate member to the Jackson County Economic Development Foundation in the absence of Mayor Blevins at these meetings. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-2-13)

\*\*\*\*\*

The next item for consideration was a Resolution appointing Mississippi Municipal League 2013 voting delegates for the City of Pascagoula as presented by Eddie Williams, City Attorney. The Resolution is spread on the minutes as follows:

**RESOLUTION APPOINTING  
MISSISSIPPI MUNICIPAL LEAGUE 2013  
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 1<sup>st</sup> 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:** Freddy Jackson

**First Alternate:** Burt Hill

**Second Alternate:** Jim Blevins

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

The above Resolution was introduced by Councilwoman Simkins, seconded for adoption by Councilman Tadlock, and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. The Mayor then declared the Resolution adopted on the 2<sup>nd</sup> day of July, 2013.

\*\*\*\*\*

The next item for consideration was the Point Park funding as recommended by the Pascagoula Parks & Recreation Commission and presented by Darcie Crew, Parks & Recreation Director. The commission recommended that the City Council 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. A lengthy discussion followed.

Councilman Jackson made a motion to approve the 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. The motion was seconded by Councilman Tipton and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

(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 a bid award to Knowles Construction, Inc., Saucier, MS, for the Point Park Site Improvements – Re-Bid – Project as recommended by Darcie Crew, Parks and Recreation Director, and Compton Engineering, Inc. Ms. Crew discussed this project with the Council.

Councilman Tadlock made a motion to approve the recommendation of the engineer and award the base bid schedules #1, 2, 3, 5, 6, and 7 for the construction of Point Park Site Improvements- Rebid for \$1,414,896.91 to Knowles Construction, Inc., 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, and authorize the City Manager to execute the related documents. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

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

\*\*\*\*\*

Next for consideration was an update on the renaming options for Live Oak Avenue as presented by Jaci Turner, Planning, Inspections, and Engineering Director. Ms. Turner briefly discussed the options for renaming 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 would be prepared and presented at a future meeting to make the action legal. The minutes reflect the original request that was approved by the City Council was Option #1. At the meeting of June 18, 2013, the City Council also voted for Option #1; however, they requested that the five options be presented to the new City Council as well, since this group will ultimately approve the ordinance to implement the renaming of the street. Eddie Williams, City Attorney, recommended approval of Option #1 or Option #2. Joe Huffman, City Manager, and Ms. Turner recommended approval of Option #2.

After discussion, Councilman Tadlock made a motion to approve Option #2 for the renaming of a portion of Live Oak Avenue to Dr. Rueben P. Morris Avenue as recommended. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”. (Approved 7-2-13)

(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 Order for the docket of claims as follows:

**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.

The above Order was introduced by Councilman Jackson, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". The Mayor then declared the Order adopted on the 2<sup>nd</sup> day of July, 2013.

\*\*\*\*\*

Dave Pettys, 2406 Convent Avenue, addressed the Council regarding the smoking ordinance which was adopted by the previous City Council on June 18, 2013. Mr. Pettys suggested that an amendment be made to the ordinance to remove "bingo facilities" due to the revenues it provides to the VFW, American Legion, and Elks Lodge. He felt the ordinance would affect the majority of those who come to play bingo at these facilities and revenues would decrease. It was noted that publications were made in the local newspaper announcing that two public hearings would be held on this matter.

After discussion, Mayor Blevins advised Mr. Pettys that the new City Council would take this matter under advisement. He felt the previous Council listened to their constituents and voted on what was best for the City of Pascagoula.

\*\*\*\*\*

Eddie Williams, City Attorney, requested authorization for the City Manager to send a letter to Waste Management of Mississippi, Inc., regarding notification of the termination of the contract with Waste Management effective immediately. Mr. Williams advised this contract provided for the transport of waste to the landfill operated by Waste Management from the City of Pascagoula's transfer station. However, since the transfer station was rendered inoperable in December of 2011, and the City has recently entered into a new disposal contract, the current agreement with Waste Management is no longer necessary.

Councilwoman Simkins made a motion to authorize the City Manager to send a letter to Waste Management of Mississippi, Inc., regarding notification of the termination of the contract with Waste Management effective immediately, as recommended. The motion was seconded by Councilman Hill and received the following vote: Mayor Blevins "AYE". Councilmen Hill

“AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.  
(Approved 7-2-13)

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

\*\*\*\*\*

Joe Huffman, City Manager, reminded everyone of the 4<sup>th</sup> of July activities at Beach Park this week.

\*\*\*\*\*

After general comments from the Council, a motion was made by Councilman Hill to recess until Tuesday, July 23, 2013, at 6:00 p.m. to transact such business as may lawfully come before the Council. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins “AYE”. Councilmen Hill “AYE”, Jackson “AYE”, Simkins “AYE”, Tadlock “AYE”, Taylor “AYE”, and Tipton “AYE”.

The meeting ended at 7:15 p.m.

APPROVED:

---

Harry J. Blevins, Mayor

ATTEST:

---

Brenda J. Reed, Asst. City Clerk

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 9, 2013 AT 5:00 P. M.  
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at City Hall in a special meeting on Tuesday, July 9, 2013, as per the following notice:

**SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, JULY 9, 2013, AT 5:00 P.M.  
CITY HALL, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, will meet at City Hall in a Special meeting on Tuesday, July 9, 2013, at 5:00 p.m. as per the following notice:

**CONSENT TO SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF PASCAGOULA, MS**

We, the undersigned members of the City Council of the City of Pascagoula, hereby consent to a special meeting of the Council at 5:00 P.M. on July 9, 2013, in the City Hall of the City for the purpose to consider additional support of the Dixie Youth State Tournament July 12-16, 2013.

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

/s/ Brenda H. Simkins  
Brenda H. Simkins  
Councilwoman at Large

/s/ Larry D. Taylor  
Larry D. Taylor  
Councilman

/s/ Freddy L. Jackson  
Freddy L. Jackson  
Councilman

/s/ David Tadlock

David Tadlock  
Councilman

/s/ Burton L. Hill

Burton L. Hill  
Councilman

/s/ Scott Tipton

Scott Tipton  
Councilman

\*\*\*\*

Mayor Blevins called the meeting to order at 5:15 p.m. with the following officials present:

Mayor Harry J. Blevins  
Councilman Burt Hill  
Councilman Freddy Jackson  
Councilwoman Brenda Simkins  
Councilman David Tadlock  
Councilman Larry Taylor  
Councilman Scott Tipton

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

\*\*\*\*

A lengthy discussion was held regarding a request for additional support to the Dixie Youth Baseball League by the City of Pascagoula as they host the upcoming state tournament July 12-16, 2013. The City Manager advised that we have a Facility Use Agreement in place. The league has requested rental of portable restroom units and additional solid waste assistance to help with approximately 700-1,000 individuals who will be attending the event. Darcie Crew, Parks & Recreation Director, advised we have received a rental unit cost of \$2,650.00 from United Site Services for the portable restrooms. Ms. Crew stated that two people would be needed for two days with overtime costs to handle the solid waste matters during the weekend. Jimmy Colmer and other league board members commented on the plans and requested assistance from the City Council. A question and answer session followed.

Councilman Taylor then made a motion to authorize the rental of the portable restrooms during the tournament period and the additional solid waste assistance by two employees with overtime for two days as requested. The motion was seconded by Councilwoman Simkins. After further discussion, Councilman Taylor amended his motion to authorize the rental of the portable restrooms during the tournament period and additional solid waste assistance by two employees with overtime for two days in an

amount not to exceed \$4,000.00. The motion was seconded by Councilwoman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 7-9-13)

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

\*\*\*\*\*

Councilwoman Simkins made a motion to adjourn. The motion was seconded by Councilman Tadlock and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE".

The meeting ended at 6:14 p.m.

**APPROVED:**

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

**ATTEST:**

\_\_\_\_\_  
Brenda J. Reed, Asst. City Clerk





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

**Agenda Topic:** Main Street board minutes from June 17, 2013 meeting.

*Attach additional information as necessary*

**Action Requested:**

Acknowledge

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

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature*

*For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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

## Main Street Board Meeting

---

June 17, 2013

The June meeting of the Main Street Board was called to order at the Main Street Office in the Depot on Yon Street by Main Street Director Rebecca Davis, in the absence of President Joe Stout. Agendas were distributed.

In attendance were: Herman Smith, Rebecca Davis, Janis Langston, Michele Coats & Liz Ford.

Upcoming events were briefly reviewed:

- Main Street Awards - June 20<sup>th</sup> in Jackson
- Pascagoula Paddle Palooza - June 21 from 4 to 9 under the bridge
- Main Street will be selling Lighthouse ornaments & t-shirts
- Farmers Market June 22<sup>nd</sup> from 7 to 1, at the Pascagoula Street venue

The GRC has suggested Pascagoula utilize Urban Design Guidelines, and Rebecca has requested examples from Stacy Pair.

Community Development would like some ideas regarding public art in the city. After discussion, it was suggested a large statue representing the Pascagoula Indians would be appropriate. The new riverfront development was suggested as a likely site.

Rebecca discussed the Main Street Awareness Promotion - a decal in the window of all Main Street businesses.

Michele volunteered to work with Rebecca and put together a packet which will be emailed to all board members for approval. The packet would include:

- Mission statement
- Map including names and addresses of all Main Street businesses
- Include all Main Street Events
- Include all awards won
- Include volunteer hours.

The mural was discussed. Ruth Kimborough suggested piecing the art together, at random, so it will be more in the style of a mosaic. Lori, director of the Library system, recommended it be placed on either the south west

## Main Street Board Meeting

---

June 17, 2013

wall or the west wall of the Library. There should be enough lighting on the south west wall. Rebecca is waiting to hear from Phillip (an associate of Eddie Tompkins) regarding the cost of the fresco and the approval from the Library Board.

Benjamin Moore is conducting a 'Main Street Matters' campaign which Hattiesburg & Jackson are participants.

The Farmer's Market was briefly discussed. Various ideas thrown out included having it in the late afternoon/early evening.

There being no further business the meeting adjourned at 4:50 PM. The next Board meeting will be 15 July.

Liz Ford, Secretary





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

**Agenda Topic:** Recreation Commission Minutes

*Attach additional information as necessary*

**Action Requested:**

Acknowledge minutes of Recreation Commission meeting on June 5, 2013 as approved by the Pascagoula Recreation Commission on July 3, 2013.

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**



PASCAGOULA RECREATION COMMISSION  
MEETING JUNE 5, 2013

Mike McElhaney opened the meeting at 6:00 pm.

He congratulated Scott Tipton on winning the Ward 5 Councilman election. Scott has been on the Recreation Commission for 11 years. Mike commended Scott as he has been an instrumental part of the Commission. He was a big part of getting the Hotel/Motel Tax passed and the Master Plan adopted by the City Council. Mike also said it will be difficult to replace Scott and thanked him for his service. Scott commented that he has enjoyed his time on the Commission and hopes to serve the citizens of Pascagoula well in his new role.

Becky Fulton made the motion to approve the May minutes as presented. Scott Tipton seconded the motion. The motion passed unanimously.

Johnny Olsen was appointed by the City Council to the Recreation Commission effective May 8<sup>th</sup>, 2013. He could not attend the meeting due to a prior commitment.

Old Business:

*Hotel Tax:* Darcie reported that \$959,746.17 has been collected as of May 16, 2013 (since November 2005). Darcie stated May revenues were \$8,952.98. The new total after projects that have been completed is \$243,678.44. Darcie reminded the Commission the funding for the Point has not come out of the balance at this time.

*Lowry Island Update:* Darcie shared informed with the Commission on the revised scope of work to focus efforts to the development of the East side of Lowry Island. MS Development Authority has been sent the information and are considering the request to use the funding available for the East side of the island.

*Scranton Museum:* The museum renovations are complete and the Grand Re-Opening is scheduled for Friday, June 14<sup>th</sup> at 10am.

*Point Project:* Darcie explained the project will be re-bid. Bids are due on June 13<sup>th</sup>. A recommendation to City Council will be on the July 2<sup>nd</sup> agenda.

New Business:

*Bike Advisory Committee:* Mike McElhaney appointed to following committee members to the Bicycle Advisory Committee: Jim Underwood, Jay Taylor, Jimmy Krebs, Terry Scott, Doug Adam, Jeff Loftus and Peggy Fineberg. Mike stated that he appreciates the work of the bike committee as they are a very committed group for growth in Pascagoula. He offered assistance to the committee and asked them to keep the Commission informed of their needs. He feels this committee is a real asset to the City of Pascagoula.

*Program Information:* Darcie noted several events happening in the next few months including:

The Flagship Bike Ride on June 8<sup>th</sup>

Scranton Museum Opening on June 14<sup>th</sup> at 10am

Softball Clinic, June 17 & 18

Pascagoula Paddlepalooza on June 21<sup>st</sup> from 4-9pm

Swimming Lessons

Line Dancing on Tuesdays at 6:30pm

July 4<sup>th</sup> Fireworks

Soccer Camp, July 1-3

Tennis Camp, Tuesday and Thursdays at 5:30pm

Outdoor Adventure Camp, July 29- Aug 1

Football Camp, July 29-Aug 1

Football and Cheerleading Registration, August 1-7

Darcie also noted that the following members notified her of their absence: Paul Hembree had to work late, James Prisock had to work and Al Brimm had another commitment.

Jay Spradlin reported that the U12 and U14 boys from the Singing River Soccer Club both took 2<sup>nd</sup> place in the State Tournament.

Mike McElhaney also commented that the Commission would like to congratulate the Pascagoula High School baseball team and Coach Tillman on a fine season.

There being no other business, Scott Tipton made a motion to adjourn the meeting at 6:42 pm. Jay Spradlin seconded the motion. The motion passed unanimously.

The next meeting will be held at 6:00 pm on July 3, 2013 at the Pascagoula Recreation Center.

/s/s Darcie S. Crew

Darcie S. Crew, Secretary

*Members present:*

Mike McElhaney, Chairman

Jay Spradlin

Mike Tillman

Scott Tipton

Becky Fulton

*Members absent:*

Melinda Mitchell

James Prisock

Paul Hembree, Vice Chairman

Al Brimm

Tommy Dorsey

Johnny Olsen



### AGENDA ITEM REQUEST FORM

Meeting Date: 7/23/2013

Submitting Department or Individual: Community and Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Historic Preservation Commission March 26, 2013, Meeting Minutes

*Attach additional information as necessary*

**Action Requested:**

Acknowledge minutes as presented.

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**

Meeting Minutes for  
Pascagoula Historic Preservation Commission

Date: Wednesday, March 26, 2013

Location: Community Development Meeting Room

Commission members present: Liz Ford, Carl Megehee, Kevin Hall, Michele Lee, Walter Mansfield, Barry McIlwain, Carl Megehee

Commission members excused: Tommy Wixon, Michele Coats, Marcia Baumhauer

Ex officios: Beth Meyer

The meeting was called to order by the Commission Chairwoman, Liz Ford, at 12:10 PM. The January 23rd meeting minutes were approved on a motion by Carl Megehee and seconded by Barry McIlwain.

**Old Business:**

- LaPointe-Krebs House
  - Liz informed the Commission that on May 2<sup>nd</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> artifacts from the LaPointe Krebs House will be sorted to determine what to display, keep, and store. Bonnie Gums will spend two and a half days going through the artifacts for the cost of \$1,250.
  - The Memorandum of Understanding between the Historical Society and the LPK Foundation has been executed. The Historical Society owns the artifacts and the LPK Foundation has the first option for displaying the items. Items can be displayed off site too. Utilities and grounds keeping have been turned over to the LPK Foundation.
  - Jackson County is working to replace the lights in the out building. According to a preliminary report there may be more funding available from Federal Emergency Management Agency (FEMA) and Mississippi Department of Archives and History.
  - Kevin asked if an administrator would be hired because it would be helpful in coordinating the construction process, property maintenance, and all other elements. Liz said that an administrator would be hired; however, it may be a while before it happens.
  - A database is being created for the artifacts by Joe. The next project will be to go through items that were water damaged and identify mislabeled artifacts. Old display cabinets were ruined, but FEMA is paying for new ones.
  
- Round Island Lighthouse
  - Beth provided an update on the Round Island Lighthouse. The Keeper's Ball fundraising gala had been postponed until the fall.
  - Liz mentioned that a pending grant application could potentially pay for the rest of construction. Beth confirmed that it was the Transportation Alternatives application through the Mississippi Department of Transportation.

- Betty's Memorial
  - Liz discussed Betty's Memorial and informed everyone that work was being done to finalize the wording on the plaque for the pergola.

Michele said she will provide wisteria and old fashioned roses for planting.

- Krebsville Historic District
  - In regards to the proposed Krebsville Historic District Expansion, Liz noted that project is ongoing. The proposal was well received in Jackson and did not receive any opposition. In 90 days there should be an approval by the Keeper of the Registry in Washington D.C.
- 10 Most Good/Bad Historic Properties
  - The Commission intends to revisit the 10 Most Good and Bad list of historic properties.

#### New Business:

- April Meeting – Picnic Lunch
  - The April meeting of the Commission will be a brown bag outside picnic lunch at the LaPoint Krebs House.
- Liz mentioned that the fact that the Mayfield/Canty House had been purchased.
- Trolley Tour at Live Oaks Festival
  - Liz offered a suggestion to include a trolley tour of Pascagoula during the Live Oaks Festival next year. A similar tour was successful in Jackson.
- Archeology Museum Field Trip
  - A field trip was proposed by Liz in from the Mississippi Gulf Coast to the Archeology Museum at the University of Southern Alabama to view artifacts. The field trip would happen in June.

All agreed that there was no further business. The meeting adjourned at 12:46 p.m.





### AGENDA ITEM REQUEST FORM

Meeting Date: 7-23-2013

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 6-13-2013 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*

**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**

REGULAR MEETING PASCAGOULA REDEVELOPMENT AUTHORITY

THURSDAY, JUNE 13, 2013 AT 10:00 A.M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The Pascagoula Redevelopment Authority met at City Hall in a regular meeting on Thursday, June 13, 2013, at 10:00 AM. James Estabrook, Chairman, called the meeting to order at 10:02 AM with the following present:

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

Executive Director, Jen Dearman  
Director of Expansion and Asset Development JCEDF, Harry Schmidt  
Economic Development Specialist, LaLinda Grace

Henry Fox was absent.

PRA Chairman Estabrook welcomed everyone to the meeting.

\*\*\*\*\*

The first item for consideration was the minutes from the PRA meeting held on May 10, 2013, as recommended by Alice Walker, Secretary/Treasurer.

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

All present Board members were in favor.

\*\*\*\*\*

The financial report of the PRA was received and reviewed.

After review, Walker moved to accept the financial report. The motion was seconded by Grimes.

All present Board members were in favor.

\*\*\*\*\*

The next item for consideration was the Delmas Avenue building.

After discussion, Walker made a motion to authorize expenditure for roof repairs if needed, not to exceed \$4,000.00, in addition to municipal funds in the Community Development budget. The motion was seconded by Grimes.

All present Board members were in favor.

\*\*\*\*\*

The next item for consideration was the Delmas Avenue building request for proposals for potential tenants.

After discussion, Sudduth moved to extend the deadline for the request for proposals until July 10, 2013, at 5:00 PM.

All present Board members were in favor.

\*\*\*\*\*

There being no further business to come before the Board, Walker moved to adjourn the meeting until July 16, 2013 at 1:00 PM. The motion was seconded by Sudduth.

All present Board members were in favor.

The meeting ended at 11:10 AM.





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

**Agenda Topic: Motorcycle club Talons seeks permission to hang banner on Welcome sign two weeks before bike ride on December 8 for Salvation Army's angel tree.**

*Attach additional information as necessary*

**Action Requested:**

Approve

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

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

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





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Main Street

Contact Name: Rebecca Davis

Phone: 938-6604

**Agenda Topic: Blanket permission to hang banner for the following upcoming events on the welcome sign. Trunk - r- Treat, Krebs Cemetery Tour, Downtown for the Holidays and the Christmas parade.**

*Attach additional information as necessary*

**Action Requested:**

Approval

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

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

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





### AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/13

Submitting Department or Individual: Pascagoula Police Department

Contact Name: Chief Kenny Johnson

Phone: 938-6671

**Agenda Topic: A 2002 Chevrolet Avalanche, VIN 3GNEC13T426336027, that was seized by the SMMET Agents.**

*Attach additional information as necessary*

**Action Requested:**

Accept the award of a 2002 Chevrolet Avalanche, VIN 3GNEC13T426336027, for use by the South Mississippi Metro Enforcement Team.

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**

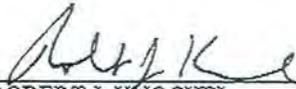
DECLARATION OF FORFEITURE

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

On April 30, 2013, Notice of Intention to Forfeit Seized Property was given to DAVID MITCHELL, by Personal Delivery pursuant to Section 41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Request for Judicial Review within thirty (30) days after the Receipt of the Notice, or the property described below would be forfeited to the SOUTH MISSISSIPPI METRO ENFORCEMENT TEAM. More than thirty (30) days have elapsed since the date on which the Notice of Intention to Forfeit Seized Property was Received and no Request for Judicial Review has been filed.

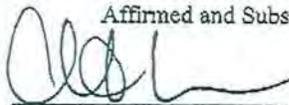
IT IS, THEREFORE, hereby declared that a 2002 Chevrolet Avalanche, blue in color, VIN: 3GNEC13T426336027, estimated value of SIX THOUSAND DOLLARS (\$6,000.00) is forfeited to the SOUTH MISSISSIPPI METRO ENFORCEMENT TEAM, for their use, but should the PROPERTY be subsequently auctioned/sold the SOUTH MISSISSIPPI METRO ENFORCEMENT TEAM shall receive 80% of the sale proceeds and the DISTRICT ATTORNEY shall receive 20% of sale proceeds to be disbursed or used according to the law.

SO DECLARED, on this the 2nd day of July, 2013.

  
ROBERT J. KNOCHER  
ASSISTANT DISTRICT ATTORNEY

STATE OF MISSISSIPPI  
JACKSON COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named who solemnly and truly declared and affirmed before me that matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 2nd day of July, 2013.  
  
NOTARY PUBLIC

My Commission Expires:  
2/1/2015





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Planning, Inspections and Engineering

Contact Name: Jaci Turner

Phone: 938-6726

**Agenda Topic:** MDA Budget Mod #9 for Riverfront and Streetscapes project

*Attach additional information as necessary*

**Action Requested:**

Approve Budget Mod #9 to extend the grant through June 30, 2014 and authorize the City Manager to execute documents. This has no effect on grant or local budgets.

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 checked="" type="checkbox"/>		<input type="checkbox"/>	Utility Fund
Mayor or Manager's Signature Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>		<input type="checkbox"/>	Grant
				<input type="checkbox"/>	Other

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

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





## AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** MDOT Permit for lighting at the Pascagoula River Environmental Trail

*Attach additional information as necessary*

**Action Requested:**

Authorize City Manager to execute the MDOT permit application to allow installation of lighting beneath the Highway 90 highrise bridge along the Pascagoula River Environmental Trail. These costs will be covered by Community Development Block Grant (CDBG) funds.

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

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature*

*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**

Applicant Contact Name: \_\_\_\_\_

Applicant Contact Phone #: \_\_\_\_\_

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR PERMIT TO LOCATE CERTAIN FACILITIES  
ON OR TO PERFORM CERTAIN WORK ON STATE  
HIGHWAY RIGHT OF WAY**

(Please Print) Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Company (or) Individual Street/Route

City County State Zip Code

herein called the applicant, who does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to \_\_\_\_\_

\_\_\_\_\_ on or across

Highway No. \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_

Latitude (decimal degrees) \_\_\_\_\_ Longitude (decimal degrees) \_\_\_\_\_

in \_\_\_\_\_ County, Mississippi and in consideration of this permit being granted, said applicant does hereby agree to perform the above work in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) The plan of the proposed work or facility set out below or attached hereto is incorporated herein by reference and made a part of this application as if fully described herein by words and figures.
- (c) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (d) It is agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the process of the proposed work or maintenance of this work or facility except as shown on the plan.
- (e) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (f) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for any necessary alterations.
- (g) The Mississippi Department of Transportation may at any time require and compel the removal or relocation of any facility herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. All expense of said removal or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (h) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (i) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (j) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.
- (k) A copy of the approved plan is to be kept at the site of the work at all times while work is in progress.
- (l.) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.

(m.) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, which is applicable to sheets 1 through \_\_\_\_\_ of permit number \_\_\_\_\_.

\_\_\_\_\_  
Signature of Applicant

By: \_\_\_\_\_  
Printed Name and Title

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_ whose  
Printed Name of Applicant

names(s) \_\_\_\_\_ subscribed to this instrument as the \_\_\_\_\_ of  
is/are Title of Applicant

\_\_\_\_\_ who having been first fully sworn acknowledged that they  
Name of Company (or) Individual

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Signature of Notary Officer

Field Inspection By: \_\_\_\_\_ 20\_\_\_\_

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
\_\_\_\_\_  
Deputy Executive Director/Chief Engineer

By: \_\_\_\_\_ 20\_\_\_\_

Installation Inspection By: \_\_\_\_\_ 20\_\_\_\_

Mississippi Department of Transportation  
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

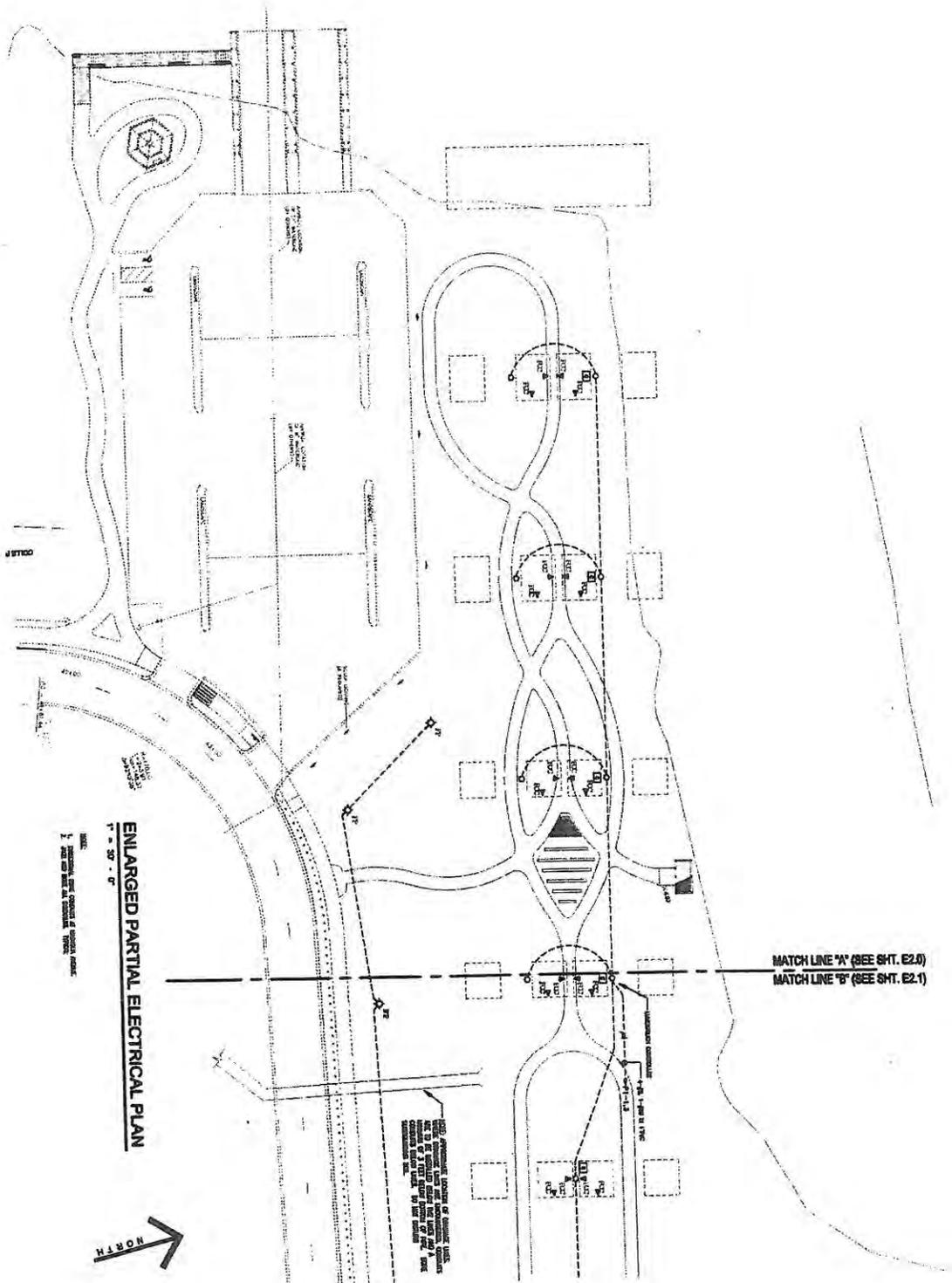
We/(I), certify that the requirements of this permit have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant



Permit No. \_\_\_\_\_

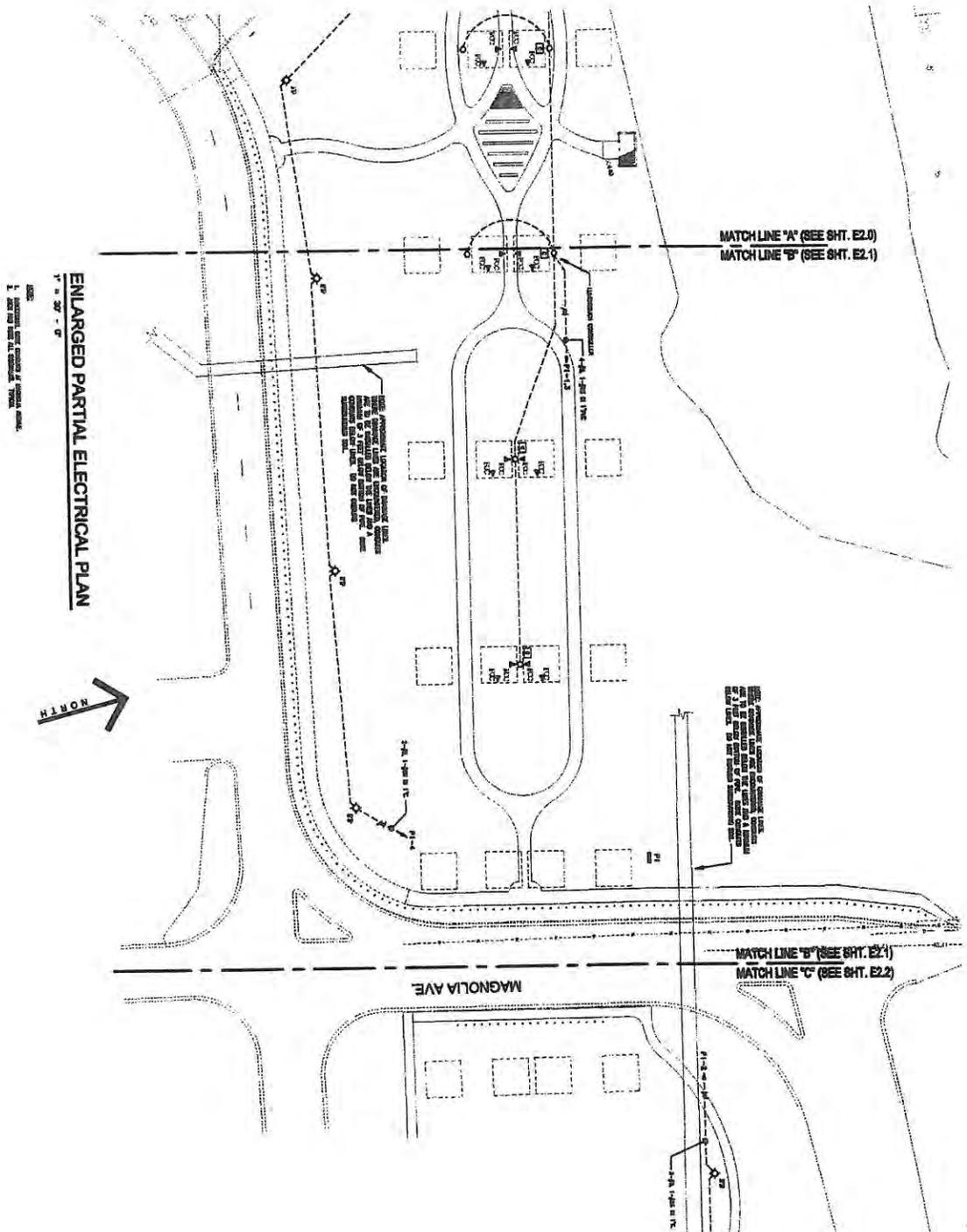
**ENLARGED PARTIAL ELECTRICAL PLAN**  
 1" = 50' - 0"

MATCH LINE "A" (SEE SHT. E2.0)  
 MATCH LINE "B" (SEE SHT. E2.1)



Permit No.:


Show North



**ENLARGED PARTIAL ELECTRICAL PLAN**  
 1" = 20' - 0"



MATCH LINE "A" (SEE SHT. E2.0)  
 MATCH LINE "B" (SEE SHT. E2.1)

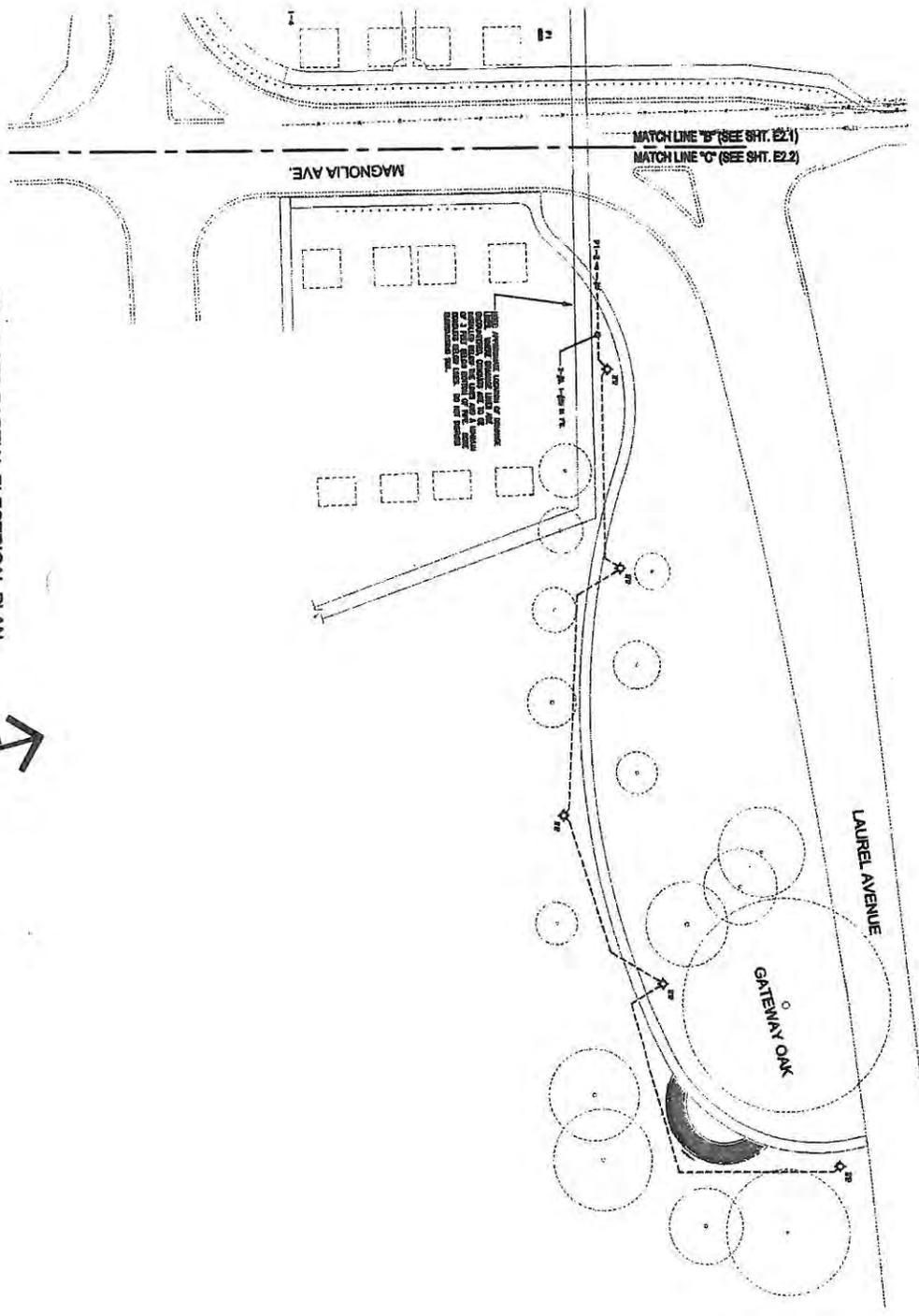
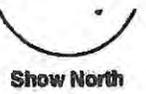
MATCH LINE "B" (SEE SHT. E2.1)  
 MATCH LINE "C" (SEE SHT. E2.2)

MAGNOLIA AVE.

THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

Permit No. \_\_\_\_\_







### AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Community and Economic Development Department

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Community Development Block Grant FY2013 Action Plan

*Attach additional information as necessary*

**Action Requested:**

Authorize Mayor to execute the Community Development Block Grant Action Plan for FY2013

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

*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**

**JIM BLEVINS**  
MAYOR

**JOSEPH R. HUFFMAN**  
CITY MANAGER

**EDDIE WILLIAMS**  
CITY ATTORNEY



CITY COUNCIL

LARRY D. TAYLOR	Councilman, Ward 1
FREDDY JACKSON	Councilman, Ward 2
DAVID TADLOCK	Councilman, Ward 3
BURT HILL	Councilman, Ward 4
SCOTT TIPTON	Councilman, Ward 5
BRENDA H. SIMKINS	Councilman at Large

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

July 23, 2013

Ms. Linda F. Tynes  
Director  
Community Planning/Development Division  
Dr. A.H. McCoy Federal Bldg, Rm 910  
100 West Capitol Street  
Jackson, MS 39269

Dear Ms. Tynes,

Please find enclosed one (1) original and two (2) copies of the 2013 Action Plan for the City of Pascagoula. The City of Pascagoula appreciates the assistance your office provides for guidance relating to HUD plans and expenditures.

If you have any comments pertaining to the 2013 Action Plan please contact Jen Dearman, Community and Economic Development Director, at (228) 938-6651.

Sincerely,

Jim Blevins,  
Mayor

**WHEREAS**, the City of Pascagoula is an “Entitlement City” under the terms of the United States Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG) program; and

**WHEREAS**, the Regulations of the CDBG program require the preparation and adoption of a Five-Year Consolidated Plan for Housing and Community Development and a One-Year Action Plan which serves as the annual application for CDBG Entitlement funds allocation: and

**WHEREAS**, the City will adopt a One-Year Action Plan component for the 2013 CDBG Program Year, which was prepared in accordance with rules and regulations governing the Consolidated Plan; and

**WHEREAS**, the said One-Year Action Plan for CDBG Program Year 2013 included, among other things, the anticipated use of the City’s 2013 Program Year Entitlement estimated at \$206,668 and the reallocation of \$25,625; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PASCAGOULA THAT:

**Section One:** The findings, conclusions, statements of fact contained in the preamble are adopted and ratified.

**Section Two:** Mayor Jim Blevins, Mayor of the City of Pascagoula, be and is hereby authorized to sign the required HUD certifications and submit the 2013 One-Year Action Plan to HUD for HUD review and approval.

**Application for Federal Assistance SF-424**

Version 02

*1. Type of Submission:		*2. Type of Application * If Revision, select appropriate letter(s)	
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> New		
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Continuation	*Other (Specify)	
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision	_____	

3. Date Received:	4. Applicant Identifier:
-------------------	--------------------------

5a. Federal Entity Identifier: B-09-MC-28-0005	*5b. Federal Award Identifier:
---	--------------------------------

**State Use Only:**

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Pascagoula, Mississippi	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 64-6000949	*c. Organizational DUNS: 131064284

**d. Address:**

*Street 1:	<u>630 Delmas Avenue</u>
Street 2:	<u>P. O. Drawer 908</u>
*City:	<u>Pascagoula</u>
County:	<u>Jackson</u>
*State:	<u>MS</u>
Province:	_____
*Country:	<u>US</u>
*Zip / Postal Code	<u>39568</u>

**e. Organizational Unit:**

Department Name: City of Pascagoula	Division Name: Community Development
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: <u>Mrs.</u>	*First Name: <u>Jen</u>
Middle Name: _____	
*Last Name: <u>Dearman</u>	
Suffix: _____	

**Title:**

Organizational Affiliation: Community Development Director
---

*Telephone Number: 228-217-7150	Fax Number: 228-938-6637
---------------------------------	--------------------------

*Email: <u>jdearman@cityofpascagoula.com</u>
--

**Application for Federal Assistance SF-424**

Version 02

**\*9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10 Name of Federal Agency:**

Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.218 \_\_\_\_\_

CFDA Title:

CDBG \_\_\_\_\_

**\*12 Funding Opportunity Number:**

NA \_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

City of Pascagoula, MS

**\*15. Descriptive Title of Applicant's Project:**

public services, infrastructure improvements and housing availability study



**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

NA

## **CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies the following:

**Affirmatively Furthering Fair Housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

**Anti-Displacement And Relocation Plan.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; the jurisdiction has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug-free workplace.** It will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace;
  - o The grantee's policy of maintaining a drug-free workplace;
  - o Any available drug counseling, rehabilitation, and employee assistance programs; and
  - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - o Abide by the terms of the statement; and
  - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted:
  - o Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-lobbying.** To the best of the jurisdiction’s knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
3. It will require that the language of paragraphs 1 and 2 of the anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of jurisdiction.** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan.** The housing activities to be undertaken with CDBG, HOME, ESG and HOPWA funds are consistent with the strategic plan.

**Acquisition and relocation.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24.

**Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

---

Signature/Authorized Official

Date

Mayor

---

Title

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen participation.** The jurisdiction is in full compliance and is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105; and

**Community development plan.** This consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing and expands economic opportunities primarily for persons of low and moderate income (See CFR 24 570.2 and CFR 24 part 570).

**Following a plan.** The jurisdiction is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of funds.** The jurisdiction has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate- income families or aid in the prevention or elimination of slums or blight. The plan may also include CDBG-assisted activities that are certified to be designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs;

Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during the 2013 program year, shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period; and

Special Assessments. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive force.** A certification that the jurisdiction has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with anti-discrimination laws.** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

**Lead-Based Paint.** The jurisdiction certifies that its notification, inspection, testing, and abatement procedures concerning lead-based paint will comply with the requirements of 24 CFR 570.608.

**Compliance with Laws.** The jurisdiction will comply with applicable laws.

\_\_\_\_\_  
Signature/Authorized Official                      Date

Mayor  
\_\_\_\_\_  
Title

# CITY OF PASCAGOULA 2013 ACTION PLAN



*A component of the 2010-2014 CONSOLIDATED PLAN for  
COMMUNITY DEVELOPMENT BLOCK GRANT*

*Prepared By:*

*Kelly L. Jakubik*

*KLJ Consulting, LLC*

*[kljake@cableone.net](mailto:kljake@cableone.net) ~ (228)223-8534*

**TABLE OF CONTENTS**  
**ACTION PLAN: ONE YEAR USE OF FUNDS**  
**OCTOBER 1, 2013 – SEPTEMBER 30, 2014**

Executive Summary .....	3
Resources .....	3
Activities to be Undertaken.....	6
Geographic Distribution.....	8
Affordable Housing Goals.....	9
Public Housing.....	9
Homeless and Other Special Populations .....	9
Other Actions .....	13
Program-specific Requirements.....	16
Monitoring .....	17
Citizen Participation.....	18
Certifications.....	20

**EXHIBITS**

Exhibit I: .....	Table 3A
Exhibit II: .....	Table 3C
Exhibit III: .....	Maps
Exhibit IV: .....	Table 3B
Exhibit V: .....	Citizen Participation

## EXECUTIVE SUMMARY

The 2013 Action Plan is a component of the City of Pascagoula's Five-Year Consolidated Plan and serves as the City's application to HUD for entitlement grants. The City of Pascagoula anticipates receiving Community Development Block Grant (CDBG) funds from the U. S. Department of Housing and Urban Development (HUD) in October 2013. The 2013 program year entitlement grants are anticipated to total \$206,668.

This Action Plan document summarizes the approach and direction to be followed by the City of Pascagoula in addressing expected housing, non-housing community development, and economic development needs during the 2013 program year, which begins October 1, 2013 and ends September 30, 2014. Activities described in the plan are intended to benefit low-income and moderate-income residents.

The City of Pascagoula has identified community development and housing needs and priorities through a citizen-based public planning process described herein. This process determines the City's pathway to achieving its vision of better housing in improved neighborhoods with enhanced economic development opportunities for the community's low- and moderate-income citizens.

The 2013 Action Plan focuses the City's housing and community development programs on the strengthening of low- and moderate-income neighborhoods through the improvement of services available to the residents of Pascagoula. The City will allocate the majority of its 2013 CDBG funds for drainage improvements in a low to moderate income area. Additionally, the City will use CDBG funding for continued restoration of a historic landmark, a housing study, various fair housing workshops, and to support local agencies with homeless needs.

## RESOURCES

This portion of the 2013 Action Plan identifies resources expected to be available to the City of Pascagoula for use within the jurisdiction of the City during the 2013 program year. These funds are resources the City will use to address the housing, non-housing and supportive service needs of Pascagoula's low- and moderate-income families, and to reduce or eliminate conditions contributing to slum and blight in target areas.

### **Federal Resources**

CDBG Entitlement 2013 Allocation	\$206,668.00
CDBG Prior Program Year Funds	\$25,625.00
HOME*	\$0.00
ESG *	\$0.00
HOPWA*	\$0.00
ADDI*	\$0.00

*\* The City of Pascagoula is not an entitlement city under the HOME, ESG, HOPWA and ADDI programs; separate application is made for the Emergency Shelter Grant and ADDI Grant.*

CPD Funding Sources

A table prescribed by HUD entitled “CPD Consolidated Plan Funding Sources” is shown below. The table identifies HUD Community Planning and Development Program (CPD) funding sources available to address housing and non-housing community development needs of Pascagoula during the 2013 program year.

<b>Entitlement Grants</b>	
CDBG	\$206,668.00
ESG	\$0.00
HOME	\$0.00
HOPWA	\$0.00
Total	\$TBD
<b>Prior Years’ Program Income NOT previously programmed or reported</b>	
CDBG	\$0.00
ESG	\$0.00
HOME	\$0.00
HOPWA	\$0.00
Total	\$0.00
<b>Prior Years’ Carryover/Reprogrammed Funds</b>	
CDBG	\$25,625.00
ESG	\$0.00
HOME	\$0.00
HOPWA	\$0.00
Total	\$0.00
Total Estimated Program Income	\$0.00
Section 108 Loan Guarantee Fund	\$0.00
<b>TOTAL FUNDING SOURCES</b>	<b>\$232,293.00</b>
Other Funds	\$0.00
General Funds	\$0.00
Total	\$0.00
Submitted Proposed Projects Totals	\$232,293.00
Un-Submitted Proposed Projects Totals	\$0.00

Program Income

The City of Pascagoula does not offer programs that generate program income, and no float-funded activities will be funded.

Support of Applications by Other Entities

The City of Pascagoula will support applications for federal and state funding for facilities and services whose purposes and objectives are consistent with the City of Pascagoula’s Consolidated Plan for the CDBG programs. The HUD prescribed table on the following page identifies HUD funding sources for which applications from entities serving Pascagoula residents will receive City support. Applications for these and other funding sources will receive support from the City of Pascagoula if purposes for funding are consistent with the Consolidated Plan and deemed by the City Council to be in the best interest of citizens of Pascagoula.

**U.S. Department of Housing and Urban Development  
 CPD Consolidated Plan  
 Support of Applications by Other Entities Report**

<b><u>Funding Source</u></b>	<b><u>Support Application by Other Entities?</u></b>
<b>Formula/Entitlement Programs</b>	
ESG	Y
Public Housing Comprehensive Grant	Y
<b>B. Competitive Programs</b>	
ESG	Y
Supportive Housing	Y
HOPWA	Y
Safe Havens	Y
Rural Homeless Housing	Y
Sec. 202 Elderly	Y
Sec. 811 Handicapped	Y
Moderate Rehab SRO	Y
Rental Vouchers	Y
Rental Certificates	Y
Public Housing Development	Y
LIHTC	Y

## ACTIVITIES

This portion of the 2013 Action Plan describes activities that the City of Pascagoula expects to undertake with CDBG funds to address priority needs identified in the Five-Year Consolidated Plan. Additionally, this portion of the plan describes eligible CDBG activities to be undertaken with local funds of the City of Pascagoula.

Below is a summary of the City of Pascagoula's 2013 program year activities. A more detailed summary of certain projects may be found in table 3C located in Exhibit II.

### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

#### **Public Service Agencies \$30,000**

The City of Pascagoula will provide funding to four (4) community organizations (\$7,500 per organization) to assist individuals and families with emergency needs and housing. Organizations receiving funding are listed below:

1. *Jackson County Civic Action Committee (JCCAC)*- The City will allocate \$7,500 to the JCCAC which is devoted to empowering the poor, fighting poverty and promoting self-sufficiency. The Committee provides a wide variety of services such as utility bill assistance for low-income individuals, administration of Head Start pre-school programs, job training and operation of food pantries.
2. *MS Center for Legal Services*- The City will allocate \$7,500 to the MS Center for Legal Services, an agency that provides free legal assistance to the low-income residents who reside in Jackson County and other counties across Mississippi.
3. *South Mississippi Aids Task Force*- The City will allocate \$7,500 to the South Mississippi Aids Task Force which provides an array of services to homeless persons living with HIV. Services include a 90-day Transitional Housing program, one-time emergency financial assistance for housing, utilities and medication, and classes to educate and prevent the spread of the disease.
4. *Gulf Coast Women's Center for Non Violence*- The City will allocate \$7,500 to the Gulf Coast Women's Center for Nonviolence, Inc., which provides shelter and food in an undisclosed location to assist low income female head of households facing possible homelessness due to domestic violence.

#### **Round Island Lighthouse \$30,000**

Provide funding for the restoration, design and engineering for the historic Round Island Lighthouse. The structure is considered a landmark property by the State Department of Archives and History and is listed on the National Register of Historic Places. The historic 1859 Round Island Lighthouse is being restored as the gateway to the City of Pascagoula. Engineering and design is currently underway. The completion of this project will allow for a tremendous gateway into the City and will provide the Round Island Lighthouse with a proper site for visitors.

#### **Drainage Improvements \$137,293.00**

The City will provide funding for drainage improvements along Live Oak Avenue and Market

Street. This project will redirect outdated drainage and improve the drainage conditions for the residents of this low to moderate income community.

**Housing Study \$25,000**

Provide funding to conduct a housing study which will inventory housing availability in the City of Pascagoula and determine the specific housing needs for the community.

**Administrative \$10,000.00**

CDBG funds will be used to support the administration of the Community Development Block Grant Program as well as conduct two (2) fair housing workshops, one in the spring and one in the fall, to inform and educate realtors, developers and citizens of the community.

Specific Annual Objectives

The City of Pascagoula's summary of priorities and specific annual objectives to be addressed by the end of the program year are outlined specifically in Table 3A, located in Exhibit I.

Description of Activities

The City of Pascagoula's summary of eligible programs or activities to be undertaken during the program year to address the priority needs and objectives detailed in the 2010-2014 Consolidated Plan are outlined in detail in Table 3C in Exhibit II.

Outcome Measures

Exhibit I includes a form on each activity or project to be undertaken by the City of Pascagoula during the 2013 Action Plan Year. Each form includes the following information on the activity or project to be undertaken:

- The objective (suitable living environment, decent housing and creating economic opportunities).
- The outcome (availability/accessibility, affordability and sustainability) that best reflects what the City hopes to achieve by funding the activity.
- Outcome performance indicators (number of persons assisted, number of units rehabilitated, etc.)

## GEOGRAPHIC DISTRIBUTION

This section describes the geographic areas of the City of Pascagoula in which assistance will be directed during the 2013 program year. All projects will serve predominantly low- and moderate income residents.

### **City-wide Projects:**

*Public Services-* Support funding available for the Jackson County Civic Action Committee, the MS Center for Legal Services, the South MS Aids Task Force, and the Gulf Coast Women's Center for Non-violence will be CDBG funded activities to benefit and service the entire City of Pascagoula.

*Round Island Lighthouse-* located in Census Block 042900, this project will not only benefit neighboring communities, but the city as a whole will benefit from the restoration of this historic property. The completion of this project will allow for a tremendous gateway into the City and will provide the Round Island Lighthouse with a proper site for visitors.

*Housing Study-* this project will benefit the entire community and provide vital information to the City as a whole concerning housing availability and housing needs of the City.

*Fair Housing Work Shops-* this project, identified in the City of Pascagoula's 2011 Analysis of Impediments to Fair Housing as a measure to reduce housing discrimination and predatory lending practices which seem to exist in the City, will benefit and educate realtors, developers and all citizens about fair housing practices and the laws and penalties that exist for discriminatory actions.

### **Area-specific Projects:**

*Live Oak/Market Street Drainage Improvements-* located in Census Blocks 42300 and 42200, a low to moderate income area, this project will benefit the residents and business owners who reside in the neighborhoods on and around Market Street and Live Oak Street.

Maps showing the locations of these projects and areas of minority concentration may be found under Exhibit III.

## AFFORDABLE HOUSING GOALS

The City of Pascagoula's annual affordable housing goals to be accomplished during the 2013 program year are outlined in Table 3B, Annual Housing Completion Goals, which is attached in Exhibit IV. The City of Pascagoula acknowledges that there is a need for additional affordable housing within the City and plans to utilize a portion of its 2013 CDBG funds to conduct a housing study to determine housing availability and identify these specific housing needs.

## PUBLIC HOUSING

### **Needs of Public Housing:**

The Mississippi Regional Housing Authority No. VIII (RHA) serves as the local public housing agency in Pascagoula. The RHA also administers the Section 8 Housing Assistance Payments Program in Pascagoula. It is not a "troubled" housing authority. However, the Authority's units throughout the coastal area were severely damaged by Hurricane Katrina in 2005. Most all units in Pascagoula were damaged by flooding and some wind damage occurred.

Only three (3) of the RHA's five (5) properties have reopened and the City has lost approximately 270 assisted housing units as a result of the storm. The three remaining RHA properties in Pascagoula, Bayou Cassotte, Frank Lewis, and Haywood Brook contain a combined total of 198 units and there are zero (0) vacancies. Additionally, according to the 2009 Gulf Coast Apartment Survey, the RHA's Section 8 program is currently assisting 564 families throughout Pascagoula.

Although the Action Plan does not budget any CDBG funds to address the needs of public housing, the City of Pascagoula will attempt to take the following actions:

- Continue to support the efforts of the Regional Housing Authority to eliminate obsolete public housing.
- Support the Regional Housing Authority's efforts to replace public housing damaged by Hurricane Katrina.
- Support the Regional Housing Authority's efforts to secure funds for additional assisted housing.
- Support the Regional Housing Authority's efforts to improve the living environment at all assisted housing sites.

## **HOMELESS AND OTHER SPECIAL POPULATIONS**

The jurisdiction's strategy for addressing the homeless and special needs populations will continue to focus on providing support for the various agencies in the Pascagoula area who serve the homeless, those threatened with homelessness and those with special needs. In the 2013 Action Plan specifically, the City of Pascagoula has designated funding towards four agencies, the Jackson County Civic Action Committee, the Mississippi Center for Legal Services, the South MS AIDs Task Force, and the Gulf Coast Women's Center for Non-violence, which are all dedicated to providing housing, meals and various assistance to the homeless and special needs population of Jackson County.

### **Outreach Assessment to Address Homeless Needs:**

Reaching out to homeless persons and assessing their individual needs is assigned a high priority level for all income levels. The City's strategy for meeting this need includes the following:

- The City of Pascagoula and the various agencies serving the homeless with shelter, food, clothing, etc., will continue to seek to establish methods of assessing the needs of homeless.
- The City will continue to endorse and support the Salvation Army, Singing River Mental Health, Our Daily Bread, Catholic Social Services and other known agencies in development and implementation of its community outreach programs.
- The Jurisdiction has designated funding in the 2013 Action Plan for the Jackson County Civic Action Committee, the Mississippi Center for Legal Services, the South MS AIDs Task Force, and the Gulf Coast Women's Center for Non-violence, which are all organizations dedicated towards assisting homeless, low income and special needs populations.

### **Addressing the Emergency Shelter and Transitional Housing Needs of Homeless**

Addressing the emergency shelter and transitional housing needs of homeless persons is a high priority need for the very low-income (0-30% MFI), the low-income (31-50% MFI), and the other low-income (51-80% MFI) homeless persons. The need for additional expanded or emergency shelter facilities and supportive services has been clearly established from information supplied by

entities such as the Red Cross, the Salvation Army, South MS Aids Task Force, Homes of Grace and others. Strategies for addressing the emergency shelter and transitional housing needs of homeless individuals and families include the following actions:

- The City will support applications from agencies currently providing emergency shelter and supportive housing to the homeless. Agencies such as the Salvation Army's Emergency Shelter, Jackson County Civic Action Committee, the Red Cross, Singing River Mental Health, Homes of Grace, Teen Challenge, and others will be supported in efforts to expand the capacity of such programs.
- The City will continue to support efforts of Teen Challenge, the Boys and Girls club, and Jackson County Youth Court, and to establish alternative facilities to meet the needs of young females and youth as a whole.
- The City will support agencies serving the jurisdiction, which will seek funding opportunities to establish a transitional housing program with facilities and supportive services.
- The jurisdiction will support the South Mississippi AIDS Task force to obtain ESG, HOPWA and other funding to meet the growing unmet needs of homeless persons with HIV/AIDS and their families
- The jurisdiction has allocated funding in its 2013 Action plan towards three organizations that assist with emergency and transitional housing needs: The South MS AIDS Task Force, the Jackson County Civic Action Committee and the Gulf Coast Women's Center for Non-Violence.

*Activities to Address Needs of Non-Homeless persons with Special Needs*

The City and service providers for addressing the housing and supportive service needs of special groups include the following actions:

- Pascagoula will support applications for federal and state funding to assist housing and supportive service providers in obtaining funds for continuation and expansion of services and facilities;
- The jurisdiction will support agencies such as the Mississippi Regional Housing Authority No. VIII, Catholic Community and Social Services, and others in their efforts to obtain more housing and housing assistance for the elderly through such programs as Public Housing Development Grants, Section 8 certificates and vouchers, HUD Section 202 and 811 Housing, Tax Credits, and others;
- The Jurisdiction will support applications for funding to assist agencies such as the Catholic Community and Socials Services and the Jackson County Civic Action Committee with programs to assist the elderly with reducing utility costs and paying utility bills, i.e., Weatherization, LIHEAP; programs such as Our Daily Bread deliver meals to homebound elderly; Coastal Home Health, Restorative Services, and other home health programs will be supported in their efforts to assist the elderly and frail elderly;
- The jurisdiction will support agencies and applications for funding to continue and expand programs and facilities to meet the needs of mentally, developmentally, and

physically disabled persons. Agencies such as the South Mississippi AIDS Task Force, the South Mississippi Regional Center, Singing River Mental Health, Teen Challenge, and Homes of Grace will be supported.

- The jurisdiction will support efforts to continue and expand programs and facilities to address the needs of persons who have alcohol or drug addictions. Agencies such as the South Mississippi AIDS Task Force, Singing River Mental Health, Homes of Grace, Teen Challenge, the Jackson County Health Department, and others will be supported in their efforts to develop new facilities to house and counsel persons addicted to drugs and alcohol;
- The jurisdiction will continue its support of the South Mississippi AIDS Task Force and will endorse the agency's efforts to develop housing capabilities for persons with HIV/AIDS and their families. The jurisdiction will support efforts to expand the agency's capacity to house and provide an expanded comprehensive approach for assisting persons with HIV/AIDS and their families with food, housing assistance, medicines, transportation, home health care, and other related services;
- The jurisdiction will continue to support agencies and applications for funding for agencies providing a full array of services, which support the low- and moderate-income population and help persons to avoid homelessness. Such programs as the following, among others, will be supported as will applications for funding: Our Daily Bread, Salvation Army, American Red Cross, and others.
- The jurisdiction will support agency efforts to assist public housing residents to make a transition to independent living. Agencies such as the Mississippi Regional Housing Authority, the Salvation Army, Teen Challenge, and the Boys and Girls Clubs will be supported in their efforts to provide opportunities for public housing residents to seek gainful employment and economic self-sufficiency. Programs such as resident initiatives, economic development training, homeownership, comprehensive day care programs, and youth programs will be pursued, encouraged, and supported.

*Helping low-income families avoid becoming homeless:*

Helping low-income families avoid becoming homeless is a high priority for all low-income categories in Pascagoula.

- The jurisdiction will continue to support applications for funding that will ensure continued and expanded assistance programs to reduce the extent of cost burden on low- and moderate-income families to aid in keeping housing affordable. Such programs as Weatherization, LIHEAP, Section 8, Public Housing, FEMA rental and mortgage assistance, and others will be supported.
- The jurisdiction will continue to support applications for funding and continued and expanded services for programs providing food, clothing, utility assistance, counseling, job training, day care, and others. Such agencies as the Jackson County Civic Action Committee, Our Daily Bread, Salvation Army, American Red Cross, Homes of Grace, AIDS Task Force, and others will be supported.
- The jurisdiction will continue to support efforts of agencies to gain increased funding from FEMA to provide rental and mortgage assistance payments for those in crisis.

Steps to End Chronic Homelessness

Helping homeless persons make the transition to permanent housing and independent living also is assigned a high priority.

- The jurisdiction will support agencies that seek additional transitional housing to accommodate those making the transition from homelessness to permanent independent living.
- The jurisdiction will support the Mississippi Employment Security Commission, Salvation Army and others to seek training programs to assist those in transition to find gainful employment that will lead to self-sufficiency and economic independence.
- Support the agencies in efforts to develop innovation in small businesses for the working poor and others of low/moderate income.
- The City will continue to support efforts taken by the Renaissance Corporation and the Mississippi Development Authority to assist residents with down-payment assistance and homebuyer education.

## **OTHER ACTIONS**

### **Actions to Foster and Maintain Affordable Housing and Remove Barriers to Affordable Housing:**

The need for affordable permanent housing and affordable rental housing was identified by community leaders and citizens as one of the greatest challenges facing the City of Pascagoula. To foster and maintain affordable housing and remove the barriers to affordable housing, the City of Pascagoula will seek to accomplish the following:

- The City will utilize a portion of its 2013 CDBG funds to conduct a housing study to identify housing availability and specific housing needs of the City.
- The City will utilize a portion of its 2013 CDBG entitlement funds to conduct two (2) fair housing workshops which inform and educate the community about discriminatory practices and the penalties that exist for engaging in such activities.
- The City will continue to support efforts taken by the Renaissance Corporation and the Mississippi Development Authority to assist residents with down-payment assistance and homebuyer education.
- Support programs of the Jackson County Civic Action Committee, the American Red Cross, and the Salvation Army and others to continue programs having the effect of helping families to maintain the affordability and accessibility of housing, particularly housing damaged or destroyed by Hurricane Katrina.
- Pascagoula will continue to support the efforts of the Mississippi Regional Housing Authority No. VIII.
- The City will continue to support agencies and programs, which provide assistance to Pascagoula residents that aid in keeping housing affordable. Programs such as Weatherization, Section 8, LIHEAP, FEMA rental and mortgage assistance, and others will continue to receive the support of the City.
- The City will encourage job training for low income and other economic development interest of these faith-based non-profit organizations.

### **Actions to Assist with Public Housing Improvements and Resident Initiatives:**

To foster public housing residents to become more involved with management and participate in homeownership, the City of Pascagoula will seek to accomplish the following:

- Support the Mississippi Regional Housing Authority No. VIII in its efforts to replace and demolish public or assisted housing units that is not feasible for repair.
- The City will continue to support minority and low- to moderate-income homeownership initiatives of the Regional Housing Authority.
- The City will support the Regional Housing Authority's resident initiative program.
- The City will support efforts of the regional Housing Authority to improve public housing units that are feasible for repair.

### **Actions to Reduce Lead-Based Paint Hazards**

According to the 2010-2014 Consolidated Plan, the City of Pascagoula has about 7,012 housing units likely to contain lead-based paint. These dwellings were constructed prior to 1978 and present the highest risk of lead. However, since Hurricane Katrina destroyed a large number of these homes, this number has been reduced. While this is a large number of homes with potentially hazardous lead, there have been only five reports of lead poisoned persons within the last five years.

The City of Pascagoula will continue to require the abatement of lead-based paints in connection with the implementation of its housing repair and rehabilitation programs. The program requires testing for the hazard and abatement, if necessary, in accordance with EPA and Mississippi Department of Environmental Quality requirements. The MS Regional Housing Authority No. VIII will continue its inspection program, which requires that any housing units inspected for Section 8 eligibility will be wet scraped and repainted as needed. The Housing Authority provides tenants having children less than six years of age with literature informing them of the hazards of lead-based paint. The City's code enforcement efforts require upgrading of structures to code standards, thus eliminating or reducing the likelihood of exposure.

### **Anti-Poverty Strategy**

The City of Pascagoula is committed to the continued implementation of an anti-poverty strategy. The City will continue a holistic approach to poverty reduction by addressing the City's housing needs and undertaking infrastructure improvements in low- and moderate-income areas.

The City of Pascagoula will undertake the following actions aimed at improving infrastructure and City services and reducing the number of poverty level families:

- The City will utilize a large portion of its 2013 CDBG Entitlement funds to improve drainage along Live Oak and Market Street, a low to moderate income community. This action will enhance the infrastructure and sustainability of this area.
- The City will utilize a portion of its 2013 CDBG funds to conduct a housing study to identify housing availability and specific housing needs of the City.
- The City will continue to support agencies providing housing and supportive services to the homeless, victims of domestic violence, persons with disabilities, persons with drug and alcohol addictions, and others in their efforts to provide job training to clientele.
- The City will support efforts of agencies to expand child care services to provide day and after hour care for children so that parents can be gainfully employed.
- The City will support agency efforts to expand transportation services so that accessibility to jobs is improved.
- The City will continue to institute policies and programs to encourage new and existing businesses to employ Pascagoula residents, specifically, low and moderate income adults.
- The City will continue to maintain existing infrastructure to serve business and industry, to support expansion and business start-ups.
- 

### **Actions to Develop Institutional Structure and Enhance Coordination between Public and Private Housing, Health and Social Service Agencies:**

In an effort to improve institutional structure and enhance coordination, the City of Pascagoula will seek to accomplish the following:

- The adherence to the Citizens Participation Plan will assist the City in its efforts to strengthen the institutional structure within the jurisdiction.
- The City will take a pro-active role in implementation of the Consolidated Plan. Social service agencies and housing providers will work to insure that application for HUD programs affected by the Consolidated Plan are consistent with the plan.
- The City will support coordinated efforts of the social service agencies in addressing the full continuum of care.

## PROGRAM SPECIFIC CDBG REQUIREMENTS

### **Community Development Block Grant Program (CDBG)**

The CDBG program is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended. The primary objective of Title 1 is the development of viable urban communities. These viable communities are achieved by providing decent housing, a suitable living environment, and expanded economic opportunities.

The City of Pascagoula expects to have approximately \$206,668 available from the CDBG program for the 2013 program year entitlement, with an additional \$25,625 from previous years for an overall total of \$232,293. Eligible CDBG activities must meet one of the program's three national objectives listed below:

- Benefit low- and moderate-income persons;
- Aid in preventing or eliminating slums or blight; or
- Address a need with a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.

Below is a list of activities and funding for the 2013 program year.

### FY 2013 Activities

Program Administration	\$10,000
Public Services	\$30,000
Housing Study	\$25,000
Drainage Improvements	\$137,293
Lighthouse Improvements	\$30,000
<b>Total</b>	<b><u>\$232,293</u></b>

### 2013 CDBG FUNDS DETAILED PROGRAM DESCRIPTION

The following is a detailed description of the activities listed above. The City expects to have a total of approximately \$206,668 available from the CDBG program for the 2013 program year entitlement and proposes to expend approximately \$232,293 of this total.

#### **Public Service Agencies \$30,000**

The City of Pascagoula will provide funding to four (4) community organizations (\$7,500 per organization) to assist individuals and families with emergency needs and housing. Organizations receiving funding are listed below:

1. *Jackson County Civic Action Committee (JCCAC)*- The City will allocate \$7,500 to the JCCAC which is devoted to empowering the poor, fighting poverty and promoting self-sufficiency. The Committee provides a wide variety of services such as utility bill assistance for low-income individuals, administration of Head Start pre-school programs, job training and operation of food pantries.
2. *MS Center for Legal Services*- The City will allocate \$7,500 to the MS Center for Legal Services, an agency that provides free legal assistance to the low-income residents who reside in Jackson County and other counties across Mississippi.
3. *South Mississippi Aids Task Force*- The City will allocate \$7,500 to the South Mississippi Aids Task Force which provides an array of services to homeless persons living with HIV. Services include a 90-day Transitional Housing program, one-time emergency financial assistance for housing, utilities and

medication, and classes to educate and prevent the spread of the disease.

4. *Gulf Coast Women's Center for Non Violence*- The City will allocate \$7,500 to the Gulf Coast Women's Center for Nonviolence, Inc., which provides shelter and food in an undisclosed location to assist low income female head of households facing possible homelessness due to domestic violence.

**Round Island Lighthouse \$30,000**

Provide funding for the restoration, design and engineering for the historic Round Island Lighthouse. The structure is considered a landmark property by the State Department of Achieves and History and is listed on the National Register of Historic Places. The historic 1859 Round Island Lighthouse is being restored as the gateway to the City of Pascagoula. Engineering and design is currently underway. The completion of this project will allow for a tremendous gateway into the City and will provide the Round Island Lighthouse with a proper site for visitors.

**Drainage Improvements \$137,293**

Provide funding for drainage improvements along Live Oak and Market Street. This project will redirect outdated drainage and improve the drainage conditions of a low to moderate income community.

**Housing Study \$25,000**

Provide funding to conduct a housing study which will inventory housing availability in the City of Pascagoula and determine the specific housing needs for the community.

**Administrative \$10,000.00**

CDBG funds will be used to support the administration of the Community Development Block Grant Program as well as conduct two (2) fair housing workshops, one (1) in the spring and one (1) in the fall, to inform and educate realtors, developers and citizens of the community.

**MONITORING PLAN**

During each program year, the City will regularly monitor its performance in spending its CDBG funds and goals expected to be met through expenditure of the funds. The City will assess its performance at least once annually and will conduct a public hearing to inform the public of its progress in completing activities funded with CDBG funds.

The City of Pascagoula Department of Community Development will utilize existing policy and procedures to monitor the areas of program administration and regulatory compliance. The areas included are as follows:

- Program performance review, which comprises national objectives, eligible activities, contract objectives, scope of work and contract budget.
- Financial management practices, which comprise the accounting system and internal control.
- Record keeping and reporting practices.
- General management practices.
- Anti-discrimination compliance.

The following items will be discussed and determined at the annual public hearing:

- Has the City taken steps to ensure that the goals and objectives set forth in its Five- Year

- Consolidated Plan are being met?
- Have expenditures on approved CDBG projects been made in a timely manner and has the City complied with all program requirements? If expenditures have not yet been made or projects have fallen behind schedule, what is being done to remedy the problem?
- Have code enforcement officials continued their efforts to ensure all affordable housing projects are up to code?
- How have sub-recipients utilized the funding provided?

Additionally, in an effort to monitor housing and supportive service agencies and to insure that priorities are addressed in a timely manner, the Department of Community Development staff will monitor quarterly each housing and supportive service agency. Any housing or support agency will receive a report on the quarterly monitoring visit and note among other things the timeliness of expenditures.

A full inspection of all houses that receive housing funds from the City of Pascagoula will be required before disbursement of CDBG funds. Additionally, a city-wide Code Enforcement program will utilize its police powers to assure that residents and business are living and working in a safe and sanitary environment.

The Federal Office of Management and Budget (OMB) will assess the effectiveness of the federal program. This requires measuring outcomes as an integral part of receiving CDBG funds. Table 3-A Summary of Specific Annual Objectives and Table 3-B Annual Affordable Housing Completion Goals provides goals and objective in meeting the goals and objective of the consolidated plan.

#### LEAD AGENCY

The lead agency for the administration and implementation of the projects and activities proposed is the City of Pascagoula's, Department of Community Development. The City's Community Development Department has the necessary staff to provide for the appropriate administration of the activities proposed. The Department will work closely with the Department of Administration, the Department of Public Services, Department of Public Works, Department of Purchasing, CHDOs, supportive services agencies, and others as appropriate to gain maximum benefit from the CDBG dollars.

#### CITIZEN PARTICIPATION

The City of Pascagoula encouraged citizen participation throughout the development of the 2013 Action Plan. Specific measures were taken to provide an opportunity for citizens, particularly those of low- and moderate-income, to play a role in the establishment of priorities and selection of activities to be carried out with CDBG funds. To achieve this, the City accomplished the following:

- o Published a Notice of Availability of Information regarding the City of Pascagoula's One-Year Action Plan;
- o Published a Notice requesting applications for CDBG funding from community organizations who assist the homeless populations or other special needs citizens in Pascagoula;
- o Published a Notice of Public Hearing for the 2013 Action Plan;
- o Mailed letters to civic organizations, non-profits, and minority run organizations and churches encouraging feedback and asking them to attend the public hearing;
- o Communicated with local social service agencies to inform them of the plan, the proposed budget and encourage feedback;
- o Gave citizens the opportunity to comment during a regularly scheduled City Council meeting on the housing and non-housing community development needs of the City and the proposed use of CDBG funds;

- o Published a Notice of the Availability of a Draft of the 2013 Action Plan for a 30-day comment period; and
- o Posted notices and made the Draft Action Plan available for public review at the City Hall, Public Library, and the Department of Community Development.

Summary of Citizen Comments

A public hearing to address and discuss the City's 2013 Action Plan was held May 23, 2013. The roster, handouts and the official advertisement placed in the newspaper to announce the hearing can be found in EXHIBIT V.

Letters and comment sheets mailed to local civic, non-profit organizations and social service agencies resulted in two (2) returned responses. The Gulf Coast Family Counseling Center commented on the lack of aid and awareness for abused and neglected children in the area. The Center stressed the need for expanded services, licensed professionals and resources to reduce abusive behavior, substance abuse and poverty. Additionally, the New Beginnings Domestic Violence Program thanked the City for its partnership and support to help prevent domestic violence in the community. These responses can be found in EXHIBIT V.

# **EXHIBIT I**

**HUD Worksheet 3A**

**Table 3A  
Summary of Specific Annual Objectives**

<b>Obj #</b>	<b>Specific Objectives</b>	<b>Sources of Funds</b>	<b>Performance Indicators</b>	<b>Expected Number</b>	<b>Actual Number</b>	<b>Outcome/Objective*</b>
	<b>Rental Housing Objectives</b>					
	<b>Owner Housing Objectives</b>					
DH1.1	Housing Study to assess housing availability and needs	CDBG	Public Served	1	1	DH-1
	<b>Homeless Objectives</b>					
	<b>Special Needs Objectives</b>					
	<b>Community Development Objectives</b>					
SL1.1	Round Island Lighthouse Restoration	CDBG	Public Served	1	1	SL-3
	<b>Infrastructure Objectives</b>					
SL1.2	Live Oak/ Market Street Drainage Improvements	CDBG	Public Served	1	1	SL-3
	<b>Public Services Objectives</b>					
SL1.3	Public Service Agencies: Funding to four agencies servicing homeless and special needs populations	CDBG	Public Served	200	200	SL-1
	<b>Economic Development Objectives</b>					
	<b>Other Objectives</b>					
DH1.2	Program Administration: Conduct Fair Housing Workshops	CDBG	Public Served	1	1	DH-1

**\*Outcome/Objective Codes**

	<b>Availability/Accessibility</b>	<b>Affordability</b>	<b>Sustainability</b>
<b>Decent Housing</b>	DH-1	DH-2	DH-3
<b>Suitable Living Environment</b>	SL-1	SL-2	SL-3
<b>Economic Opportunity</b>	EO-1	EO-2	EO-3

# **EXHIBIT II**

**HUD Worksheet 3C**

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    **City of Pascagoula**

**Priority Need**  
**Affordable Housing**

**Project Title**  
**Housing Study**

**Description**

Provide funding to conduct a housing study which will inventory housing availability in the City of Pascagoula and determine the specific housing needs for the community.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

**Pascagoula, MS 39567**

Objective Number DH1-1	Project ID
HUD Matrix Code 20	CDBG Citation 570.205
Type of Recipient City	CDBG National Objective NA
Start Date (mm/dd/yyyy) 10/1/2013	Completion Date (mm/dd/yyyy) 9/30/2014
Performance Indicator N/A	Annual Units N/A
Local ID 13-04	Units Upon Completion N/A

**Funding Sources:**

CDBG	\$25,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$25,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    **City of Pascagoula**

**Priority Need**  
**Historic Preservation**

**Project Title**  
**Round Island Lighthouse**

**Description**

Provide the design and engineering as well as restoration and construction to restore the historic Round Island Lighthouse. The structure is considered a landmark property by the State Department of Achieves and History and is listed on the National Register of Historic Places. The historic 1859 Round Island Lighthouse is being restored as the gateway to the City of Pascagoula

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

**Census: ct 423 bg 1**

**Street Address: Intersection of Cypress St., US Highway 90 and Pascagoula Street**  
**City, State, Zipcode: Pascagoula, MS 39567**

Objective Number	Project ID
SL1.1	
HUD Matrix Code 16-B	CDBG Citation 570.208(b)(2)
Type of Recipient City	CDBG National Objective SBS
Start Date (mm/dd/yyyy) 10/1/2013	Completion Date (mm/dd/yyyy) 9/30/2014
Performance Indicator Clientele served	Annual Units 1
Local ID 13-01	Units Upon Completion 1

**Funding Sources:**

CDBG	\$30,000
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$30,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Pascagoula

**Priority Need**  
Drainage Improvements

**Project Title**  
Live Oak/Market Street Drainage Project

**Description**

The City will provide funding for drainage improvements along Live Oak Avenue and Market Street. This project will redirect outdated drainage and improve the drainage conditions for the residents of this low to moderate income community

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:** Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Live Oak/ Market Street  
Census Block 42300, 42200  
Pascagoula, MS 39567

Objective Number SL-1-2	Project ID
HUD Matrix Code 03-I	CDBG Citation 570.201(c)
Type of Recipient City	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Persons Assisted	Annual Units 1
Local ID 13-02	Units Upon Completion 1

**Funding Sources:**

CDBG	\$137,293.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$137,293.00

The primary purpose of the project is to help: the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Pascagoula

**Priority Need**

Public Services, Support for Homeless & Special Needs Populations

**Project Title**

Public Services

**Description**

The City will allocate \$7,500 to the South Mississippi Aids Task Force which provides an array of services to homeless persons living with HIV. Services include a 90-day Transitional Housing program, one-time emergency financial assistance for housing, utilities and medication, and classes to educate and prevent the spread of the disease

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Pascagoula, MS 39567

Objective Number SL-1-3	Project ID
HUD Matrix Code 03-T	CDBG Citation 570.201(c)
Type of Recipient Private/non-profit	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Persons Assisted	Annual Units 3 to 7
Local ID 13-03	Units Upon Completion 3-7

**Funding Sources:**

CDBG	\$7,500
ESG	
HOME	
HOPWA	
Total Formula	\$7,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$7,500

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Pascagoula

**Priority Need**

Public Services, Support Services for Homeless Population

**Project Title**

Public Services

**Description**

The City will allocate \$7,500 to the MS Center for Legal Services, an agency that provides free legal assistance to the low-income residents who reside in Jackson County and other counties across Mississippi.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Pascagoula, MS 39567

Objective Number SL-1-3	Project ID
HUD Matrix Code 05-C	CDBG Citation 570.201(e)
Type of Recipient Private/non-profit	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Persons Assisted	Annual Units 3 to 7
Local ID 13-03	Units Upon Completion 3-7

**Funding Sources:**

CDBG	\$7,500
ESG	
HOME	
HOPWA	
Total Formula	\$7,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$7,500

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C**  
**Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Pascagoula

**Priority Need**

Public Services, Homeless Needs and Services

**Project Title**

Public Services

**Description**

The City will allocate \$7,500 to the Jackson County Civic Action Committee which is devoted to empowering the poor, fighting poverty and promoting self-sufficiency. The Committee provides a wide variety of services such as utility bill assistance for low-income individuals, administration of Head Start pre-school programs, job training and operation of food pantries.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity  
**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Pascagoula, MS 39567

Objective Number SL-1-3	Project ID
HUD Matrix Code 05-Q	CDBG Citation 570.204
Type of Recipient Private/non-profit	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Persons Assisted	Annual Units 3 to 7
Local ID 13-03	Units Upon Completion 3-7

**Funding Sources:**

CDBG	\$7,500
ESG	
HOME	
HOPWA	
Total Formula	\$7,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$7,500

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name** City of Pascagoula

**Priority Need**

Public Services, Homeless needs and services

**Project Title**

Public Services

**Description**

The City will provide funding to the Gulf Coast Women's Center for Nonviolence, Inc., which provides shelter and food in an undisclosed location to assist low income female head of households facing possible homelessness due to domestic violence.

**Objective category:**  Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**  Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

Pascagoula, MS 39567

Objective Number SL-1-3	Project ID
HUD Matrix Code 05-G	CDBG Citation 570.201(e)
Type of Recipient Private/non-profit	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 10/01/2013	Completion Date (mm/dd/yyyy) 09/30/2014
Performance Indicator Persons Assisted	Annual Units 3 to 7
Local ID 13-03	Units Upon Completion 3-7

**Funding Sources:**

CDBG	\$7,500
ESG	
HOME	
HOPWA	
Total Formula	\$7,500
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$7,500

The primary purpose of the project is to help:  the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 3C  
Consolidated Plan Listing of Projects**

**Jurisdiction's Name**    **City of Pascagoula**

**Priority Need**

**Planning and Administration**

**Project Title**

**Program Administration**

**Description**

**CDBG funds will be used to support the administration of the Community Development Block Grant Program and conduct two fair housing workshops for realtors, developers and residents of Pascagoula.**

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area**

**Street Address:**

**Pascagoula, MS 39567**

Objective Number DH1-2	Project ID
HUD Matrix Code 21-A	CDBG Citation 570.206
Type of Recipient City	CDBG National Objective
Start Date (mm/dd/yyyy) 10/1/2013	Completion Date (mm/dd/yyyy) 9/30/2014
Performance Indicator N/A	Annual Units N/A
Local ID 13-05	Units Upon Completion N/A

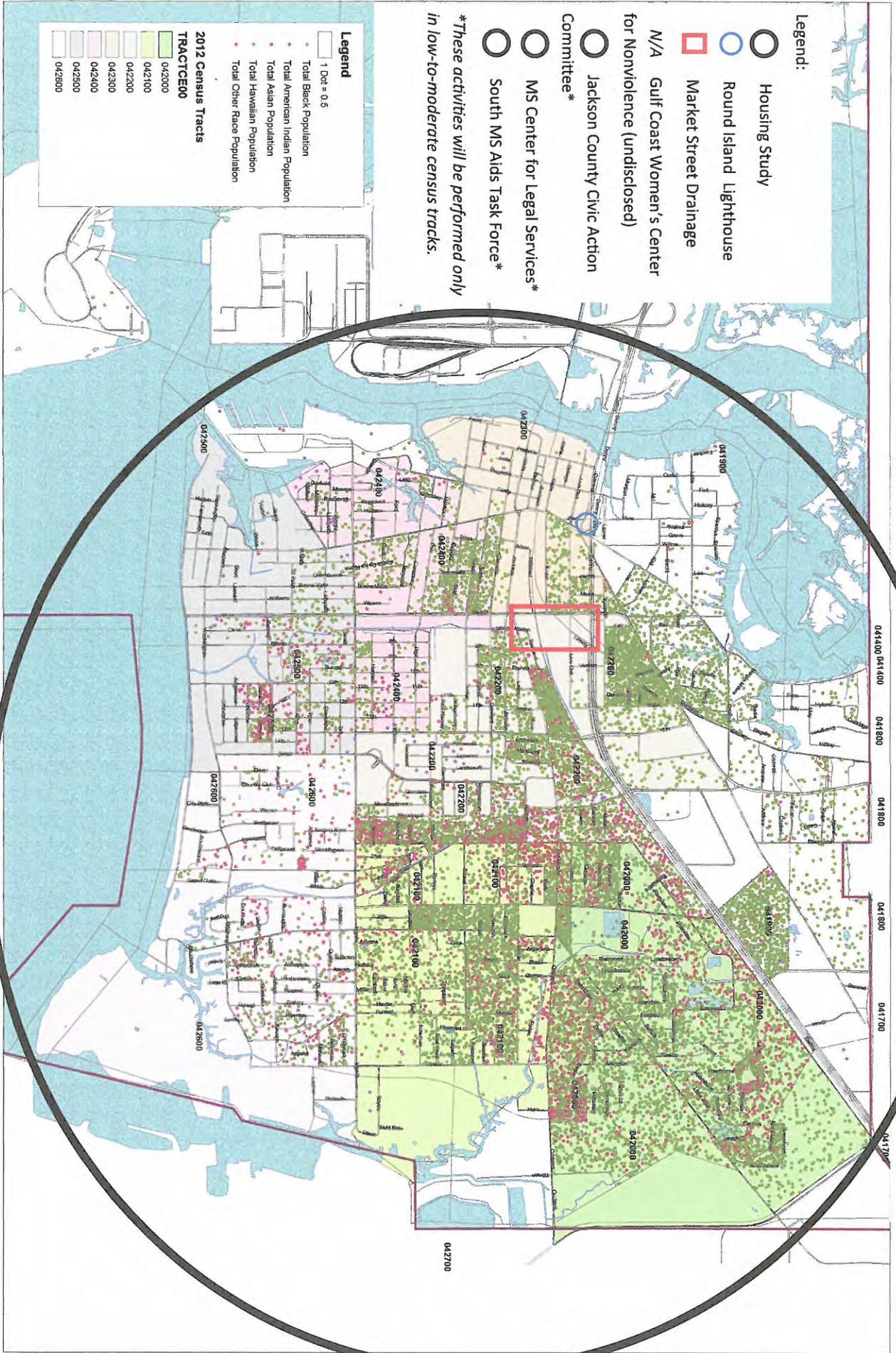
**Funding Sources:**

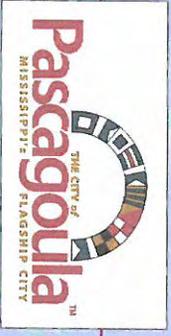
CDBG	..... \$10,000
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
<b>Total</b>	..... <b>\$10,000</b>

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

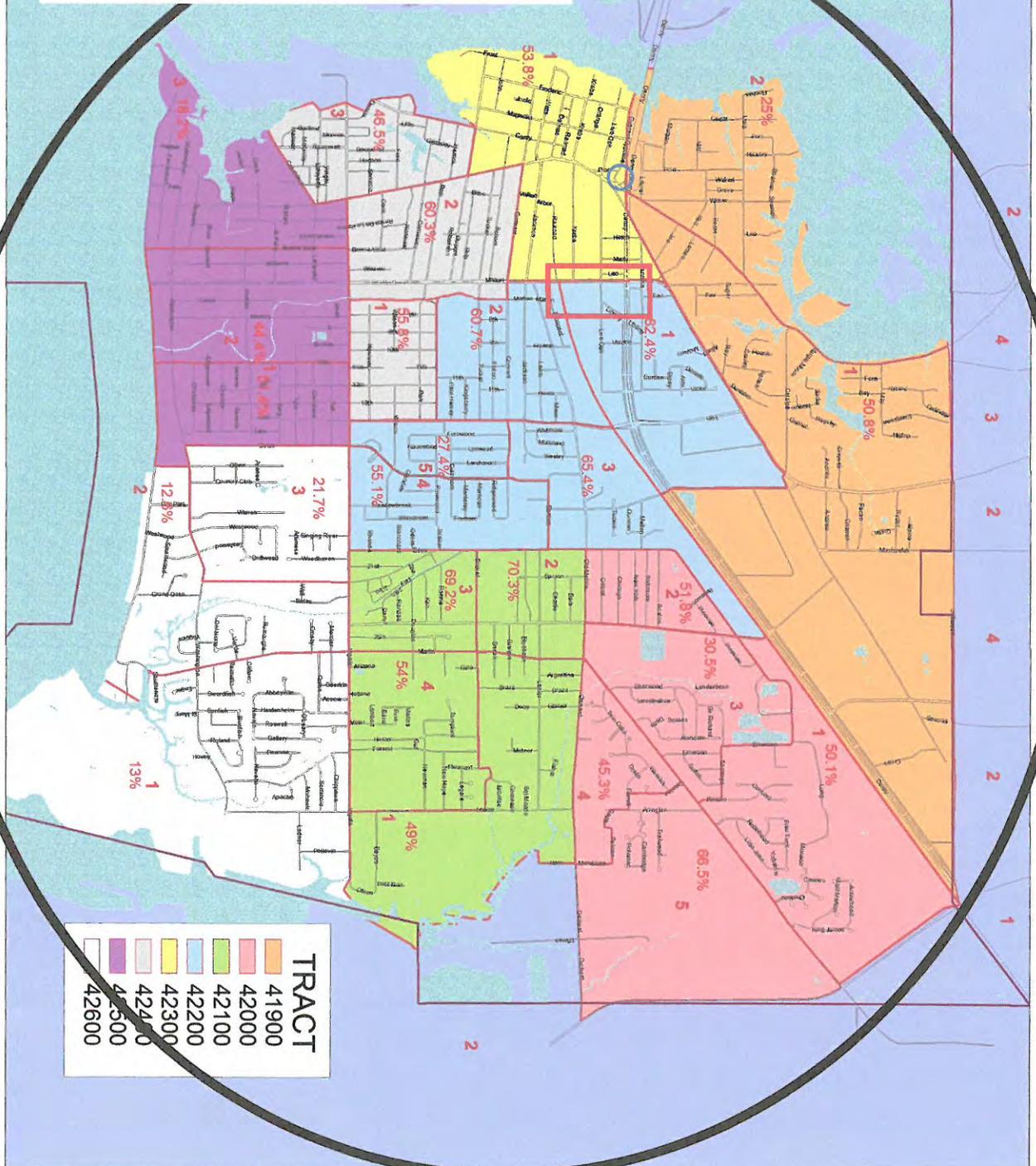
# EXHIBIT III

## Maps





- Legend:**
- Housing Study
  - Round Island Lighthouse
  - Market Street Drainage
  - N/A Gulf Coast Women's Center for Nonviolence (undisclosed)
  - Jackson County Civic Action Committee \*
  - MS Center for Legal Services\*
  - South MS Aids Task Force\*
- \*These activities will be performed only in low-to-moderate census tracks.*



**TRACT**

41900
42000
42100
42200
42300
42400
42500
42600

# **EXHIBIT IV**

**HUD Worksheet 3B**

**Table 3B**  
**ANNUAL AFFORDABLE HOUSING COMPLETION GOALS**

Grantee Name: Program Year:	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			CDBG	HOME	ESG	HOPWA
<b>BENEFICIARY GOALS (Sec. 215 Only)</b>						
Homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Beneficiaries*</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>RENTAL GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Rental</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HOME OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>		
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Owner</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance			<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Combined Total Sec. 215 Goals*</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)</b>						
Annual Rental Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Overall Housing Goal</b>	0	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

# **EXHIBIT V**

## **Citizens Participation:**

**Notice of Availability of Information  
Application For CDBG Public Service Activities  
Notice of Public Hearing  
Notice of Draft  
Interagency Contact Letters  
Public Hearing Roster, Agenda & Handouts  
Citizen's Participation Plan**

**NOTICE OF AVAILABILITY OF INFORMATION RELATIVE TO THE CITY OF PASCAGOULA'S  
2013 ONE-YEAR ACTION PLAN**

Notice is hereby given that information relative to the planning, development and implementation of Pascagoula's 2013 One-Year Action Plan Component of the Consolidated Plan for Housing and Community Development required by the US Department of Housing and Urban Development is available for review.

Information and documents available include but are not limited to the following:

- CDBG General Program Rules and Regulations;
- Citizens Participation Plan for the Consolidated Plan; and
- A Residential Anti-displacement and Relocation Assistance Plan for the City of Pascagoula.

Information listed above and other records relative to the One-Year Action Plan are available at the Department of Community Development of the City of Pascagoula, located at 630 Delmas Avenue between the hours of 9:00AM and 4:30PM, Monday-Friday. Information relative to the planning of the Consolidated Plan and the Action Plan is available for a period of at least five (5) years.

Jen Dearman  
Director, Community Development

---

**To be published one (1) time, Tuesday, April 30, 2013 in the *Sun Herald*, Non-legal section**

REGIONAL BRIEFS

### Fort Benning soldier found fatally shot in Alabama

SEALE, Ala. — Sheriff's officials say a Fort Benning soldier has been fatally shot and was found in a ditch.

Authorities say Staff Sgt. Donald LaShon Wilson, 34, was found dead early Monday morning. Wilson suffered multiple gunshot wounds and is being taken to Montgomery for an autopsy. Authorities say Wilson's body was found in Seale, Ala. — about 20 St., Ocean Springs. Details: 218-9735.

Orange Grove Niwans meeting: noon, Golden Central restaurant, U.S. 49, Gulfport. Details: 860-3314.

AAFP Safe driving class: noon-4:30 p.m., Gulfport Senior Center, 4008 Eighth St. Cost: \$12 members, \$14 nonmembers. Details: 601-928-5086.

Singing River Health System car's seat check points: 3-8 p.m., in the Zone, 2225 Bienville Blvd., Ocean Springs. Nationally certified Child Passenger Safety Technicians will inspect car seats for proper installation and replacing any inappropriate child restraints.

Planning Ahead workshop: 5:30-7:30 p.m., Long Beach Senior Citizens center, 20257 Daugherty Road. Sponsored by Rhenham Family Funeral Homes. Topics: wills, power of attorneys, health care directives, estate and trusts, beneficiary designations, long-term care planning, veterans benefits and final expense planning. Details: 699-1289.

Vancleave Library career expo: 5:30-8 p.m., 12604 Mississippi 57. Details: 826-5857.

Fisheries workshop: 6-7:30 p.m., Caylor Auditorium, Gulf Coast Research Laboratory, 703 E. Beach Drive, Ocean Springs. Details: 872-4202.

Selma and Sicilian Supper cooking class: 6-8:30 p.m., The Lynn Meadows Discovery Center, 246 Dolar Ave., Gulfport. Menu: eggplant caponata, sautéed bell peppers, pasta with gravy and Sicilian dessert. Cost: \$30 members, \$35 nonmembers. Details: 897-6039.

Mississippi's Marine Fisheries 2013 workshop: 6:30 p.m., Caylor

For a full list of community events go to [sunherald.com/events](http://sunherald.com/events)

the case as a homicide.

Few other details were immediately available.

The Columbus Ledger-Enquirer reports that the body was discovered around 3 a.m. Monday.

Sheriff's Staff Sgt. Rod Costello said a call came into the sheriff's department notifying them about the body. He said the cause of death is known, but is not being divulged.

— Columbus Ledger-Enquirer

### New Orleans man killed in accidental shooting

NEW ORLEANS — A 26-year-old New Orleans man died over the weekend after he accidentally shot himself during a party. The party was held at 9708 Live Oak Ave., Ocean Springs.

### Train crash leaves Slidell woman dead

SLIDELL, La. — Police say a 57-year-old Slidell woman was killed when her car was struck by a train.

The accident happened Sunday night on tracks at the intersection of Front and Lafayette streets in Slidell.

Police say Bonnie Gibbs accidentally drove her vehicle off the roadway causing it to get stuck in the gravel by the railroad tracks. This left the rear end of the vehicle exposed on the railroad tracks.

While attempting to get her car off the tracks, a southbound train was carrying Speakers: Mahmoud Zayed, Kathy van Zutphen and Paul Harris.

— The Times-Picayune

ing the shooting death of a man found on Columbus Avenue in Bayou Vista.

Deputies tell The Advocate that gunshots were fired around 12:45 a.m. Monday.

When deputies arrived, they found an unresponsive man who was later pronounced dead by the St. Mary Parish coroner.

The name of the victim is being withheld pending notification of family.

Deputies have not released any information on a possible motive or suspects in the case.

— The Advocate

### Convicted rapist may get another trial

MOBILE, La. — A 66-year-

not make a decision before Pierre's retrial happens. Pierre's retrial is scheduled June 17.

Pierre was convicted June 20, 2008, of sexually abusing his girlfriend's granddaughter, who was under 13 at the time. After the trial, the victim told

the District Attorney's Office that another person abused her as a child during the same time Pierre allegedly abused her, the appeals court's decision says. During the trial, she denied being abused by anyone else.

— The Courier

ON SITE LASER  
**LASIK**  
Vision Correction

Nickel Beam Laser BC 5000  
Automated Refractive Eye Tracker  
Wave Front Technology  
Far-sighted, Nearsighted & Astigmatism

**\$1500 PER EYE**

Gregory E. Bertucci, M.D.  
Financing Available

**TRI-COUNTY EYE CLINIC**  
Setting the Standard for Eye Care on the Gulf Coast since 1982

Biloxi - Poydras Ferry Rd  
**386-2020**  
Gulfport - Dedeaux Rd  
**832-7242**

**NOTICE OF AVAILABILITY OF INFORMATION RELATIVE TO THE CITY OF PASCAGOULA'S 2013 ONE-YEAR ACTION PLAN**

Notice is hereby given that information relative to the planning, development and implementation of Pascagoula's 2013 One-Year Action Plan Component of the Consolidated Plan for Housing and Community Development required by the US Department of Housing and Urban Development is available for review.

Information and documents available include but are not limited to the following:

- CDBG General Program Rules and Regulations.
- Citizen Participation Plan for the Consolidated Plan; and
- A Residential Anti-displacement and Relocation Assistance Plan for the City of Pascagoula.

Information listed above and other records relative to the One-Year Action Plan are available at the Department of Community Development of the City of Pascagoula located at 630 Delmas Avenue between the hours of 9:00AM and 4:30PM, Monday-Friday. Information relative to the planning of the Consolidated Plan and the Action Plan is available for a period of at least five (5) years. Please contact the Community and Economic Development Department at (228) 938-6639 for further information.

**Herring Ford LINCOLN**

**2012 Lincoln MKS**

**\$21,977\***

heated/cooled leather seats, navigation system, backup camera, push button start, power rear sunshade, pearl white

**2010 Ford Taurus SEL**

**\$16,977\***

leather seats, push button start, low miles

**2012 Ford Focus SE**

**\$12,977\***

hatchback, automatic, all power, great fuel mileage

**820 Memorial Blvd  
Picayune, MS 39466**

601-798-5682 • 800-776-5497 • email us: [sales@herringford.com](mailto:sales@herringford.com)

\*MSRP. Excludes tax, title, license, dealer fees, and options.



**APPLICATION FOR CDBG PUBLIC SERVICES ACTIVITIES**

Community and Economic Development  
 City of Pascagoula  
 Attn: CDBG Public Services Application  
 630 Delmas Avenue Pascagoula, MS 39567

All applications must be received at the address above by Wednesday, May 15, 2013. Contact the Community and Economic Development Director, Jen Dearman, at (228) 938-6651 with any questions or concerns.

<b>Organization Information</b>			
Name of Organization:			
Contact Person and Title:			
Mailing Address:			
Phone:			
Fax:			
Website URL and E-mail:			
Legal Status of Applicant: <input type="checkbox"/> State-Certified CHDO <input type="checkbox"/> Non-Profit (non-CHDO) <input type="checkbox"/> Public Housing Authority <i>*If applicable, please provide proof of IRS 501(c)3 status.</i>			
<b>Project Description</b>			
Proposed Project Scope: <i>(Identify the need the project is addressing and the project's target population)</i>			
Check applicable priority area(s) that the project addresses: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Child care  <input type="checkbox"/> Health care  <input type="checkbox"/> Job training  <input type="checkbox"/> Recreation programs  <input type="checkbox"/> Education programs  <input type="checkbox"/> Public safety services  <input type="checkbox"/> Fair housing activities               </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Services for senior citizens  <input type="checkbox"/> Services for homeless persons  <input type="checkbox"/> Drug abuse counseling and treatment  <input type="checkbox"/> Energy conservation counseling and testing  <input type="checkbox"/> Homebuyer down-payment assistance  <input type="checkbox"/> Welfare (as defined by CDBG)  <input type="checkbox"/> Other: _____               </td> </tr> </table>		<input type="checkbox"/> Child care <input type="checkbox"/> Health care <input type="checkbox"/> Job training <input type="checkbox"/> Recreation programs <input type="checkbox"/> Education programs <input type="checkbox"/> Public safety services <input type="checkbox"/> Fair housing activities	<input type="checkbox"/> Services for senior citizens <input type="checkbox"/> Services for homeless persons <input type="checkbox"/> Drug abuse counseling and treatment <input type="checkbox"/> Energy conservation counseling and testing <input type="checkbox"/> Homebuyer down-payment assistance <input type="checkbox"/> Welfare (as defined by CDBG) <input type="checkbox"/> Other: _____
<input type="checkbox"/> Child care <input type="checkbox"/> Health care <input type="checkbox"/> Job training <input type="checkbox"/> Recreation programs <input type="checkbox"/> Education programs <input type="checkbox"/> Public safety services <input type="checkbox"/> Fair housing activities	<input type="checkbox"/> Services for senior citizens <input type="checkbox"/> Services for homeless persons <input type="checkbox"/> Drug abuse counseling and treatment <input type="checkbox"/> Energy conservation counseling and testing <input type="checkbox"/> Homebuyer down-payment assistance <input type="checkbox"/> Welfare (as defined by CDBG) <input type="checkbox"/> Other: _____		



Low to Moderate Income Benefit National Objective: (Please select one of the following)

- Area Benefit:** The public service is offered to ALL residents of an area where at least 51% of the residents are low to moderate income. The area must be clearly delineated and must be primarily residential.
- Limited Clientele:** public service benefits a specific targeted group of persons of which at least 51% must be LMI. In order to meet this criteria, the activity must:
  - Serve at least 51% LMI, as evidenced by beneficiary family size and income documentation or have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by agency procedures, intake/application forms, income limits, etc.;
  - Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or
  - Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

Project Location and Service Area - Describe the area to be served by the project. If possible, include a map with boundaries of service:

**Organizational Capacity**

Please describe organization's history and prior experience, including a list of similar projects:

**Proposed Budget**

Specific Cost Item/Description	Amount per Unit	Number of Units Needed	Total Amount
			\$
<b>Total Amount</b>			



**Required Certifications for CDBG Public Services Activities Application**

Signature of Agency Representative with Binding Authority below certifies the following statements:

- Organization has no conflict of interests with City of Pascagoula appointed or elected representatives and does not employ city appointed or elected representatives or their families.
- Organization will comply with federal requirements to be observed by organizations being funded with CDBG funds, including compliance with federal Labor Standards, Section 3, Segregated Facilities, Equal Opportunity, and Non-Discrimination. Section 109, Title VI and EO 11246. All requirements are described in 24 CFR 570 (CDBG Entitlement Grants).
- Authorized official certifies that this CDBG Public Services application package has been reviewed and all information provided in this application and attachments is true and correct.
- Sufficient funds are available from non-CDBG sources to complete the project, as described, if CDBG funds are allocated to the applicant.

\_\_\_\_\_  
Signature of authorized agency representative

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization



**NOTICE OF PUBLIC HEARING  
CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to provide input and participate in the planning, development and implementation of the 2013 One-Year Action Plan.

The One-Year Action Plan, a component of the City of Pascagoula's Five-Year Consolidated Plan, is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the MS Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, is a required document of the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines the requirements of the following four HUD Community Planning and Development formula grants:

Community Development Block Grant (CDBG)  
HOME Investment Partnership (HOME)  
Emergency Shelter Grants  
Housing Opportunities for Persons with AIDS (HOPWA)

**The hearing will be held on Thursday, May 23, at 5:30PM, in the City Council Chambers located at 603 Watts Avenue in Pascagoula.**

All interested parties are urged to attend, particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

For questions, please contact the Department of Community Development at (228) 474-2345.

Jen Dearman  
Director of Community Development

---

**To be Published: Thursday, May 9, 2013, Non-legal, in the *Sun Herald***

# Slain guard's family sues over prison riot

By **HOLBROOK MOHR**  
Associated Press

**JACKSON** — The family of a guard killed during a prison riot in Mississippi filed a federal lawsuit Wednesday that says inadequate staffing and poor training created a dangerous environment at the facility.

Correction officer **Carlin Carithers** was beaten to death during the May 20, 2012, riot at the privately run Adams County Correctional Facility in Natchez. It took hours for authorities to control the riot, which grew to involve hundreds of inmates and injured at least 20 people.

The lawsuit was filed in U.S. District Court in Natchez against Nashville-based Corrections Corporation of America, which runs the prison.

In a statement from spokesman **Steven Owen**, CCA said it "takes the safety and well-being of our staff very seriously, and we work diligently to provide our dedicated correctional officers, chaplains, nurses and teachers the training, security and support systems they need in this very challenging field."

The lawsuit, which seeks unspecified damages, said CCA "created a dangerous

atmosphere for the correction officers by depriving inmates of basic needs and treating them inhumanely," the lawsuit says.

It also says that prison officials were told by an informant in the days before the riot the situation was becoming volatile and the officials failed to warn Carithers and other guards were on an inmate "hit list."

Carithers was off the day of the riot but was called in to help, his family has said.

The prison holds nearly 2,300 inmates convicted of crimes while being in the U.S. illegally.

The FBI has said in court records the riot was started by a group of Mexican inmates, known as **Paseos**, who were angry about what they considered poor food and medical care and disrespectful guards.

Several inmates have been charged with rioting in the case. One of them, **Marco Perez-Serrano**, has been identified as the first person to attack Carithers when he hit him with a food tray.

A complaint filed by an FBI agent says prisoners took food services carts and stacked them on top of each other to climb onto the roof, where Carithers was working.

## WHAT'S HAPPENING

Send events of community interest in South Mississippi to [nynews@sunherald.com](mailto:nynews@sunherald.com) or fax to 896-2104. Please label "What's Happening."

### TODAY

**American Red Cross blood drive:** 7:30 a.m.-5:30 p.m., Memorial Hospital at Gulfport medical office building atrium, Broad Avenue. Details: 224-3107.

**Mississippi State Port Authority meeting:** 8:30 a.m., Great Southern Club, 2510 14th St. No. 1480.

**Diabetes education class:** 9 a.m., Singing River System Healthplex, Suite 100, 3101 Denny Ave., Pascagoula. Details: 769-3430.

**AARP driver safety class:** 9 a.m., West Biloxi Library, 2047 Pass Road. This is a four-hour class and upon completion, seniors may receive a discount on their automobile insurance. Cost: \$12 members, \$14 nonmembers. Details: 831-3724.

**Sons of the American Revolution meeting:** 11:30 a.m.-1 p.m., China Star Restaurant, 353 Courthouse Road, Gulfport. Details: 863-4420.

**Paper crafting class:** 4-6 p.m., St. Martin Public Library, 1500 S. Lemoyne Blvd. Topic: Butterflies from paper. Program will show how to make paper projects using paper. Attendees can make decorative items as gifts or home decorations. Supplies will be furnished by the instructor. Class size is limited. Details: 392-3260.

**American Legion Post 1992 committee meetings:** 5:30-7 a.m., 3824 Old Spanish Trail, Gulfport. Details: 497-8422.

Horticulture for Humanity

**Celebrate recovery support group meeting:** 6:30 p.m. Thursdays, Trinity United Methodist Church, 5007 Lawson Ave., Gulfport.

**Public hearing:** 5:30 p.m., Good Deeds Community Center, 1501 Madison St., Gulfport. Purpose: South Mississippi Housing and Development Corporation.

# Tight races add drama to election night

## Several Coast victories came down to a handful of votes

By **KAREN HESLO**  
[kheslo@sunherald.com](mailto:kheslo@sunherald.com)

Close political races point out the value of a vote. And in Tuesday's elections, there were some valuable votes in five close races.

Gautier's Ward 2 contest ended Tuesday night in a 123-123 tie at the machines, but when the Democrat Executive Committee counted the affidavit and absentee ballots Wednesday morning, incumbent **Hurley Ray Guillotte** won by 24 votes.

Affidavit ballots are cast when someone has to swear they live in a ward and absentee ballots are cast ahead of time by people who can't be at the polls on election

day. Gulfport had two close races. Longtime Councilman **Ricky Dombrowski**, running on a new ward, won by only two votes. Ten votes separated **Toliver Lasswell** and **Chris Fore** to see who would face **Myles Sharp** in the Ward 5 runoff. Fore won out.

In Moss Point, **James Smith** led **Sherwood Bradford** by eight votes.

Long Beach had a squeaker in its Ward 6 alderman race, as incumbent **Carolyn Anderson** had 186 votes at the polls, including absentees. **Alan Young** had 187.

Four affidavit ballots were cast. City Clerk **Rebecca Schuff** said. The executive committee determined none of the four was qualified to vote in that ward.

Then, she said, on closer inspection, it appeared one might be qualified. They decided to count it, which made

the race a tie, she said. "But after further discussion, they decided the ballot was borderline," Schuff said. The voter appeared to live on or very close to the ward line.

So they dispatched a police officer to the voter's home at 9:30 p.m. Tuesday night and found the house was in Ward 2, on the wrong side of the street for Ward 6.

"Tense!" "Yes, it was," Schuff said. "And we were tired. But we wanted to get it done so the candidates weren't left hanging, because that's tense, too."

The election committee also hand-counted all the ballots to double-check the totals.

Had there been a tie, they would have cast lots to determine a winner. Schuff said. That was done in Long Beach before, many years ago. More recently, **Gunn**

election officials, faced with a tie in a utility district race, drew the winner from a hat.

All that is to say, it's important to vote.

Two votes are as good as 100," said election veteran **Danny Gaulton**, chairman of Jackson County's Election Commission.

Candidates in Coast cities said they tried to get the voters to the polls.

Still, in Ocean Springs, Ward 6, only 306 votes were cast in races with four strong candidates.

And less than 14 percent of registered Gulfport voters cast ballots.

Guillotte said he wouldn't hear excuses, even from an acquaintance with two knee replacements who had to shuffle to the polls.

"I tell them, go early," Guillotte said. "And if they have to be out of town, vote absentee."

# Dombrowski re-elected in Gulfport by 2 votes

By **ANITA LEE**  
[alee@sunherald.com](mailto:alee@sunherald.com)

**GULFPORT** — Incumbent Councilman **Ricky Dombrowski** has won the Ward 2 City Council seat by two votes over challenger **David André**.

The election was not decided until Wednesday afternoon, when the Republican Executive Committee examined ballots the voting machines failed to count. The two ballots did not change the vote difference between the men, just the total. Final numbers showed Dombrowski with 618 votes to 616 for André.

"It's been tough," Dombrowski said as he waited

on the final count. He wondered what else he could have done to get out the vote, he said. "Literally," he said, "I was walking people out of bed to go vote."

Only 13.46 percent of registered voters cast ballots in Gulfport, where **Dombrowski**



mer Republican Sen. **Billy Hewes** faced no opposition in the mayor's race.

Dombrowski is the current Ward 5 councilman, but reconfirming ward lines put him in Ward 2. Current Ward 2 Councilwoman **Lil-**

by **Milner Roland** did not seek re-election.

André said Wednesday he had no plans to contest the election results, although he will request a recount so he can examine the ballots. Dombrowski said he also would have requested a recount had he been only a few votes shy of victory.

André also notified the executive committee one of his poll watchers observed a precinct was closed two minutes early, with two people waiting to vote. André said he did not know who those voters would have supported. He said his point was not to challenge the process, but to make sure the problem is corrected for future

elections. With no challengers on the general election ballot, Dombrowski will serve a fifth term in office.

In Ward 5, **Chris Fore** held on to his lead over **Toliver Lasswell** to advance to a Republican primary runoff with attorney **Myles Sharp**. After affidavit ballots were counted, the final vote in Ward 5 was 191 for Sharp, 189 for Fore and 109 for Lasswell.

"We're done," said Lasswell, a 22-year-old mechanic. "We're going to ask for a recount, but nothing's going to change."

The winner in the Ward 5 runoff May 21 will face Democrat **James Bell** in the June 4 general election.

## NOTICE OF PUBLIC HEARING CITY OF PASCAGOULA 2013 ONE-YEAR ACTION PLAN

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to provide input and participate in the planning, development and implementation of the 2013 One-Year Action Plan.

The One-Year Action Plan, a component of the City of Pascagoula's Five-Year Consolidated Plan, is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Mississippi Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents. It is a required document of the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines the requirements of the following four HUD Community Planning and Development formula grants:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership (HOME)
- Emergency Shelter Grants
- Housing Opportunities for Persons with AIDS (HOPWA)

The hearing will be held on May 23, at 5:30PM, in the City Council Chamber located at 603 Ward Avenue in Pascagoula.

All interested parties are urged to attend, particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

For questions, please contact the Community and Economic Development Department at (228) 936-6619.

This information is available in Spanish or any other language upon request. Please contact Jen Dearmon at (228) 936-6651 or 630 Delmas Avenue Pascagoula, MS, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Jen Dearmon al (228) 936-6651 o en 630 Delmas Avenue Pascagoula, MS, de alojamiento para esta solicitud.

**Bozo's Seafood**

**BOILED CRAWFISH \$1.79 PER LB.**  
10 LBS OR MORE

**LIVE CRAWFISH \$1.29 PER LB.**  
DEPT. 100-51-50 (PULL) 11-50

WILL MATCH OR BEAT OUR ADVERTISED PRICE  
BUYER'S SUBJECT TO CHANGE

**Spring Clearance SALE**

**\$89.99\* WINDOWS!**  
\*Charmco Windows Only

**WINDOW KING**

228.596.7032 [www.windowkingusa.com](http://www.windowkingusa.com)

Now Hiring Experienced Quality Installers

**Can't go to the bank? Take the bank to go.**

**Now with apps for Android and iPhone**

**NOTICE OF AVAILABILITY OF DRAFT  
CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has prepared a draft of its 2013 One-Year Action Plan for its Community Development Block Grant (CDBG) and HOME Programs. Pascagoula is an entitlement city under the CDBG Program and therefore, expects to receive an allocation from HUD in 2013.

The 2013 One-Year Action Plan is a component of the City of Pascagoula's 2010-2014 Five-Year Consolidated Plan. It is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Region VIII Housing Authority, social service agencies, private groups, non-profit organizations, and citizens interested in identifying the housing and community development needs of the low and moderate income persons of Pascagoula and developing a strategy and plan for meeting those needs. The 2013 Action Plan sets forth activities to be carried out with CDBG funds during the period between October 1, 2013 and September 30, 2014. The 2013 One-Year Action Plan is available for public review at the following locations:

- City of Pascagoula, Department of Community Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and, therefore, can be submitted until 4:30PM on Monday, July 8, 2013 to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39567.

For additional information pertaining to the 2013 Action Plan, contact Jen Dearman (228)938-6639.

---

**To be Published One (1) Time, Non-Legal, on Friday, June 7, 2013 in the *Sun Herald*.**

sites  
ment of Li-  
pections is  
g proactive  
ll active pri-  
res through-  
e mayor's of-  
ress release.  
olition per-  
issued this  
to the may-  
of Thurs-  
riment had  
n 30 of 300  
demolition  
since 2009,  
ad.  
Occupation-  
Health Ad-  
which is also



JORDAN MOLABGHILIN/ASSOCIATED PRESS

A dust cloud rises as people run from the scene of a building collapse on the edge of downtown Philadelphia on Wednesday.

investigating the collapse confirmed it has an open inspection initiated on May 15 in response to a complaint

of falling hazards at the demolition site. An agency spokeswoman said the agency has no history in-

volving Campbell prior to this incident.

Par Gillespie, head of the Philadelphia Building and Construction Trades Council, said two union members who were working at the nearby Mutter Museum contacted both OSHA and L&E the day before the collapse about problems they had seen at the site.

The union workers filed this after walking to the site and complaining to the workers there about the danger. The union members were ignored by the people at the site, Gillespie said.

OSHA and city officials

made no mention of receiving any complaints on Tuesday.

Mutter said the collapse scene remains the subject of an active search, although police and firefighters have been or may be halted picking through the rubble.

Just before the news conference began, work crews with heavy equipment started removing walls standing near the 75 percent of that is that the mayor said needs to still be searched.

The operation going on now is the making safe of the search area, Fire Commissioner Lloyd Ayers said.

records of  
001, records  
civil rights  
suspected the  
ed, there had  
e.  
spokesman  
led the pro-  
ced in pro-  
from terror  
last a "robust  
news the use  
owers' to en-  
quity with the  
ed to say if  
ven in place  
y some law  
ed say that  
that are left  
returned or  
g what have  
a number of  
reactions.

records falls under Section 25 of the Patriot Act, which authorizes the government to make broad demands on telephone providers for information about calls.

As a Senate Committee reported changes to the Patriot Act that would have required the government to convince a judge that the records they are seeking have some connection to a suspected terrorist or spy. But as president, he has signed its reauthorization.

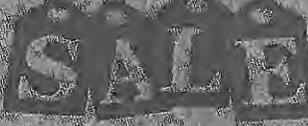
"In his first inaugural address, President Obama stated that, as for our common defense, we reject as false the choice between our safety and our ideals," said Stephen B. Wicker, a Cornell University professor and expert on digital security. "He has a parent in charge, his mind"

ated feder-  
not simply  
o Treasury  
ho, like the  
lock in that  
he life of the  
plan, interest  
ans would  
nt year.  
tic plan re-  
nine short-  
needed, the  
n received  
ent borrow-  
ne increase  
campaigned  
g Congress  
rates as he

appeared in college towns in key states. Congress ultimately voted to pass the one-year extension. Now, without new action by July 1, interest rates on subsidized Stafford loans will double from 3.4 percent to 6.8 percent.

Thursday's votes were seen as political moves, with neither expected to pass.

"This is like the opening act at the circus," said Sen. Lamar Alexander, R-Tenn., a co-sponsor of the GOP bill. "Hopefully the main event will attract some senators who are willing to conduct this in a grown-up way."

**Prepare for Hurricanes**  
  
**50% OFF!**  
**BEAT THE RUSH!**  
**WINDOW KING 228.596.7032**  
[www.windowkingusa.com](http://www.windowkingusa.com)  
**NOW HIRING: GO WITH THE KING!**

**NOTICE OF AVAILABILITY OF DRAFT  
CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has received a draft of its 2013 One-Year Action Plan for its Community Development Block Grant (CDBG) and HOME Program. Pascagoula is an entitlement city under the CDBG Program and therefore is eligible to receive an allocation from HUD in 2013.

The 2013 One-Year Action Plan is a component of the City of Pascagoula's 2010-2014 Five-Year Consolidated Plan. It is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Region VIII Housing Authority, social service agencies, private groups, non-profit organizations, and citizens interested in identifying the housing and community development needs of the low and moderate income persons of Pascagoula and developing a strategy and plan for meeting those needs. The 2013 Action Plan sets forth activities to be carried out with CDBG funds during the period between October 1, 2013 and September 30, 2014. The 2013 One-Year Action Plan is available for public review at the following locations:

City of Pascagoula, Department of Community Development  
City Hall in Pascagoula  
The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and, therefore, can be submitted until 4:30PM on Monday, July 8, 2013 to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39267.

For additional information pertaining to the 2013 Action Plan, contact Jen Dearman (228)938-6659.

This information is available in Spanish or any other language upon request. Please contact Jen Dearman at (228) 938-6651 or 630 Delmas Avenue Pascagoula, MS, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto Jen Dearman al (228) 938-6651 o en 630 Delmas Avenue Pascagoula, MS, de alojamiento para esta solicitud.

# AGENCY CONTACT LIST

Ms. Shirley Phillips  
American Red Cross  
P.O. Box 727  
Pascagoula, MS 39568

Mr. Derek Eady  
Back Bay Mission  
1012 Division Street  
Biloxi, MS 39530

Ms. Catherine Glaude  
Boys & Girls Club of Jackson County  
P.O. Box 8522  
Moss Point, MS 39562

Mr. Franklin Williams  
Child Abuse Prevention Center  
2315 - 17th Street  
Gulfport, MS 39501

Ms. Carolyn Martin  
Community Development  
P.O. Box 1800  
Ocean Springs, MS 39566

Pastor Otis Hardy  
Community of Christ  
12205 Mt. Pleasant Road  
Vancleave, MS 39565

Mr. James Tooley  
Family Promise  
P.O. Box 325  
Pascagoula, MS 39568

Dr. John Davis  
Greater Antioch Missionary Baptist  
Church  
1028 Denny Avenue  
Pascagoula, MS 39567

Ms. Stacey Myers  
Gulf Coast Women's Center for  
Nonviolence  
P.O. Box 1263  
Pascagoula, MS 39568

Mr. Shellene Barton  
Homes of Grace for Women & Families  
7112 Home of Grace Dr.  
Gautier, MS 39553

Ms. Kaitlin Truong  
Asian Americans for Change  
2112 Bienville Boulevard, Suite L1  
Ocean Springs, MS 39564

Mr. Daniel Le  
Boat People SOS  
179 Lameuse Street  
Biloxi, MS 39530

Mr. Frances Allsup  
CASA Mississippi - Jackson County  
4903 Telephone Road  
Pascagoula, MS 39567

Ms. Juanita Krebs  
Citizens Against Needless Deaths in  
Youth  
2208 Old Mobile Avenue  
Pascagoula, MS 39581

Ms Daphne Viverette  
Community Development  
4320 McInnis Avenue  
Moss Point, MS 39563

De L'Epee Deaf Center  
1450 North Street  
Gulfport, MS 39507

Mr. Matthew Mitchell  
First Presbyterian Church  
1819 Pascagoula Street  
Pascagoula, MS 39567

Health & Handicapped Services  
P.O. Box 97  
Pascagoula, MS 39567

Mr. Bill Stallworth  
Hope Economic Development Agency  
425 Division Street  
Biloxi, MS 39530

Ms. Sharon Haynes  
Association for Sickle Cell Disease  
P.O. Box 2517  
Pascagoula, MS 39581

Mr. Dwayne Cloar  
Boy Scouts of America - Singing River  
District  
430 Kahler Street  
Gulfport, MS 39507

Ms. Jennifer Williams  
Catholic Charities  
3503 Market Street  
Pascagoula, MS 39567

Ms. Elisabeth Pell  
Coastal Plains Interagency Coordinating  
Council - Bright Beginnings  
11975 Seaway Road, Suite A226  
Gulfport, MS 39503

Mr. Eric Meyer  
Community Development  
3330 Hwy 90  
Gautier, MS 39553

Mr. Gene Vance  
Eastlawn United Methodist Church  
2502 Ingalls Avenue  
Pascagoula, MS 39567

Ms. Val Ward  
Goodwill Industries  
2407 - 31st Street  
Gulfport, MS 39501

Ms. Betty Wittmer  
Gulf Coast Family Counseling Agency  
509 Jackson Avenue  
Ocean Springs, MS 39564

Mr. Josh Barton  
Homes of Grace  
14200 Jericho Road  
Vancleave, MS 39565

Ms. Dianne Payne  
Jackson County Civic Action Committee  
5343 Jefferson Street  
Moss Point, MS 39562

Ms. George Freeland  
Jackson County Economic Development  
Foundation  
P.O. Drawer 1558  
Pascagoula, MS 39568

Ms. Cynthia Singletary  
Living Independence for Everyone  
188C Main Street  
Biloxi, MS 39530

Mr. Bill Chandler  
Mississippi Immigrants Rights Alliance  
P.O. Box 1104  
Jackson , MS 39215

Ms. Alice Huffman  
Navy Marine Corps Relief Society  
Naval Station, Building 60  
Pascagoula, MS 39567

Ms. Mary Mildred  
Our Daily Bread  
P.O. Box 434  
Pascagoula, MS 39567

Mr. Sherman Blackwell  
Singing River Mental Health &  
Retardation Services  
3407 Shamrock Court  
Gautier, MS 39553

Ms. Christi Bates  
South MS Home Health  
3452 Pascagoula Street  
Pascagoula, MS 39567

Ms. Carolyn Moore  
United Way Community Center  
3510 Magnolia Street  
Pascagoula, MS 39567

Ms. Martha Davis  
Jackson County Health Department  
P.O. Box 1366  
Pascagoula, MS 39568

Mr. Michael Zieman  
Memorial Hospital Behavioral Health  
11150 Highway 49  
Gulfport, MS 39503

Mr. J.P. Lawrence  
MS Regional Housing Authority VIII  
P.O. Box 2347  
Gulfport, MS 39503

Ms. Tracy White  
New Beginnings  
P.O. Box 2424  
Pascagoula, MS 39569

Ms. Judy Clawson  
Pascagoula Restitution Center  
P.O. Box 427  
Pascagoula, MS 39567

Ms. Magie Dier  
Social Services of Singing River Hospital  
2809 Denny Avenue  
Pascagoula, MS 39581

The Stevens Center Substance Abuse  
3407 Shamrock Court  
Gautier, MS 39553

Ms. Sonja Raine  
Warehouse Manager  
4404 Chicot Street  
Pascagoula, MS 39581

Mr. Eric Camp  
Lead Pastor  
4007 N. Pascagoula Street  
Pascagoula, MS 39567

Ms. Carolyn Geary  
Mississippi Center for Legal Services  
520 E. Pass Road, Suite J  
Gulfport, MS 39507

Mr. Cruley Clark  
National Association for the Advancement  
of Colored People - Jackson County  
P.O. Box 8507  
Moss Point , MS 39563

Mr. Scott Williams  
Open Doors Homeless Coalition  
11975 Seaway Road Suite B220  
Gulfport, MS 39503

Captain Andy Bailey  
Salvation Army  
P.O. Box 630  
Pascagoula, MS 39567

Ms. Brandi Clarke  
South MS Aids Task Force  
P.O. Box 8009  
Biloxi, MS 39535

Rev. Larry Hawkins  
Union Baptist Church  
2455 Market Street  
Pascagoula, MS 39567

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

May 1, 2013

Ms. Shirley Phillips  
American Red Cross  
P.O. Box 727  
Pascagoula, MS 39568

Dear Ms. Phillips,

The City of Pascagoula is in the initial stages of developing its 2013 One-Year Action Plan for Housing and Community Development Programs. The Plan is being prepared in accordance with the U.S. Department of Housing and Urban Development rules and regulations.

The consolidated planning process offers Pascagoula an opportunity to identify and work with citizens groups, public agencies, non-profit organizations and others to develop a coordinated program to identify development strategies for meeting housing and community development needs and for developing programs that will minimize and/or eliminate duplication of efforts and insure maximum benefit from limited dollars.

Statutes for the programs set forth three basis goals, each of which must primarily benefit low and very low-income persons:

- To provide decent housing;
- To provide a suitable living environment; and
- To expand economic opportunities.

KLJ Consulting, LLC, has been employed to develop the 2013 One-Year Action Plan for Housing and Community Development Programs. The Action Plan will include a listing of activities and funding allocations for the use of the City of Pascagoula's 2013 Community Development Block Grant entitlement.

Enclosed you will find a copy of the development process, an application for funding consideration and a comment sheet. Your agency is encouraged to submit its application and any comments or concerns pertaining to the 2013 Action Plan to the Department of Community Development by **Wednesday, May 15, 2013**. You can fax applications and comments to (228)938-6637, or mail them to 630 Delmas Avenue, Pascagoula, MS 39568.

Thank you in advance for assisting the City of Pascagoula with the development of its 2013 One-Year Action Plan for Housing and Community Development.

Sincerely,

Jen Dearman  
Director, Community Development





**CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN**

**PUBLIC HEARING  
May 23, 2013**

**Agenda**

- I. Introduction and Welcome**
- II. Explain the One-Year Action Plan**
- III. Pascagoula's CDBG Entitlement funding for 2013**
- IV. Eligible Activities**
- V. Proposed Activities**
- VI. Citizen feedback on community needs**

**CITY OF PASCAGOULA  
2013 ACTION PLAN  
DEVELOPMENT PROCESS**

The following is a schedule of actions to be taken in the development of the 2013 Action Plan a component of the 2010-2014 Five-Year Consolidated Plan for the Community Development Block Grant Program (CDBG).

The development process is designed to insure citizen and interagency participation in the identification of non-housing community development needs, housing and supportive service needs of Pascagoula.

<b><u>Approximate Date</u></b>	<b><u>Action To Be Taken</u></b>
Tuesday, April 23, 2013	Send Notice of Availability of Information to <i>Sun Herald</i> to run following week.
Monday, April 29, 2013	Send copy of Development Process to City Manager, Mayor, City Council, and City Department Heads
Tuesday, April 30, 2013	Notice of Availability of Information pertaining to the 2013 Action Plan posted in the non-legal section of <i>Sun Herald</i>
Wednesday, May 1, 2013	Mail letters advising housing and supportive service agencies comprising the institutional structure notice of the development of the 2013 Action Plan and dates of Public Hearings
Thursday, May 2, 2013	Send Notice of Public Hearing to <i>Sun Herald</i> to run following week
Thursday, May 9, 2013	Notice of Public Hearing published in the <i>Sun Herald</i> 14 days prior to meeting as required by the Citizen Participation Plan. Notices will also be displayed at City Hall, Library and Community Development
Thursday, May 23, 2013	Public Hearing, 5:30PM, City Council Chambers
Friday, May 31, 2013	Submit Notice of Draft to <i>Sun Herald</i> to run following week
Friday, June 7, 2013	Notice of Availability of Draft for 2013 Action Plan published in the <i>Sun Herald</i> . 30-day comment period begins. Post Notice of Draft at City Hall, Library and Community Development
Monday, June 24, 2013	Provide Draft of 2013 One-Year Action Plan to Jackson County, neighboring cities
Monday, July 8, 2013	Deadline for 30-day comment period on the Draft Action Plan.
Tuesday, July 16, 2013	Mayor and City Council adopt the 2013 One-Year Action Plan at regularly scheduled City Council meeting
Monday, July 22, 2013	Submit 2013 One-Year Action Plan to HUD prior to Aug 15 deadline

**CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN  
FOR HOUSING AND COMMUNITY DEVELOPMENT**

**FACT SHEET**

**Summary**

The 2013 One-Year Action Plan, a component of the City of Pascagoula's Five-Year (2010-2014) Consolidated Plan, is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the MS Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, is a required document of the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines the requirements of the following four HUD Community Planning and Development formula grants:

Community Development Block Grant (CDBG)  
HOME Investment Partnership (HOME)  
Emergency Shelter Grants  
Housing Opportunities for Persons with AIDS (HOPWA)

The three broad goals of the four HUD Community Planning and Development Programs are as follows:

1. To provide decent housing;
2. To provide suitable living environment; and
3. To expand economic opportunities

Pascagoula is an entitlement city under the rules of HUD's Community Development Block Grant Program (CDBG) and as such, receives and annual allocation of funding from CDBG. Pascagoula does not receive an annual allocation of funds under the HOME, HOPWA or ESG programs but must work with other agencies to compete for funding from the programs.

**National Objectives of Community Development Block Grant Program**

1. Projects that principally benefit low and moderate income persons. A project or activity will be considered to principally benefit low and moderate income persons if it is designed to meet the identified needs of low and moderate income persons.
2. Projects that prevent or eliminate slums or blight.
3. Projects designed to meet needs having a particular urgency.

**\*PROJECTS MUST MEET AT LEAST ONE OR MORE OF THE ABOVE NATIONAL OBJECTIVES**

**Basic Eligible Activities for Community Development Block Grant**

1. Acquisition of property for public purpose.
2. Public facilities infrastructure improvements including water improvements, wastewater improvements, solid waste improvements, streets and storm drainage improvements, etc.
3. Clearance, demolition and removal of buildings to other sites.
4. Urgent needs and emergency grants to address community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community.
5. Interim assistance requiring immediate action such as street improvements and to alleviate emergency conditions.
6. Payment of non-federal share required in connection with a federal grant-in-aid program undertaken as part of CDBG activities.
7. Relocation payment and assistance for permanently or temporarily displaced individuals, families, businesses, and organizations, and reimbursement for loss of rental income incurred in holding housing units to be utilized by relocation of individuals and families displaced by program activities.
8. Acquisition, construction of rehab of privately owned utilities.
9. Construction of housing such as eligible rehabilitation, code enforcement, renovation of closed school buildings.
10. Special economic development activities.



**CITY OF PASCAGOULA  
2013 ONE-YEAR ACTION PLAN**

The City of Pascagoula is in the process of developing its 2013 One-Year Action Plan to apply for Community Development Block Grant (CDBG) funds for the fiscal year 2013. Any comments that you may have concerning the housing and/or community development needs of the City are valued.

Name: Carrie Pate Phone: 228-875-6113

Organization: Gulf Coast Family Counseling

Address: 509 Jackson Ave., Ocean Springs, MS 39564

Comments: Family and mental health support are imperative for community success. Abused, neglected, and inappropriately parented children usually struggle for life in adjustment, work and school, relationships and mental and physical health. Increased funding will help reduce abuse, substance abuse, and poverty. The Gulf Coast still suffers from a lack of aid, especially psychiatrists; we simply do not have enough to cover the need. Improved networking, funding, and awareness have become community imperatives.

Comments related to this program may be dropped off or mailed to the City of Pascagoula Department of Community Development, 630 Delmas Avenue, Pascagoula, MS 39568, or faxed to (228)938-6637.

**CITIZEN PARTICIPATION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CITY OF PASCAGOULA**

Purpose of the Plan

The purpose of this Citizen Participation Plan is to develop an effective citizens' participation process which affords maximum opportunity for the following persons or groups to participate in the planning, development, and implementation of the City of Pascagoula's Consolidated Strategy and Plan, Action Plan, Substantial Amendments, and Consolidated Annual Performance Evaluation Report (CAPER) for Community Development: all citizens of Pascagoula including minorities, non-English speaking persons, persons with mobility, visual or hearing impairments, persons with HIV/AIDS and their families, and homeless persons; residents of public housing and other assisted housing; public and private agencies that provide assisted housing, health services, and social services; other public agencies; non-profit organizations; and other interested persons or groups.

This plan is prepared and adopted to satisfy the requirements of the rules governing the Consolidated Strategy and Plan promulgated by the U.S. Department of Housing and Urban Development as stated in 24 CFR 91.105. The Plan provides for and encourages citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan and the Performance Report.

Finally, this Plan replaces and supersedes the Citizen Participation Plan adopted by the City Council of the City of Pascagoula on December 8, 2005, and any other Citizen Participation Plans heretofore adopted by the City of Pascagoula.

The Consolidated Strategy and Plan

The Consolidated Strategy and Plan combines the planning, application and reporting requirements for the following programs:

- Community Development Block Grant (CDBG)
- Home Investment Partnerships (HOME)
- Housing Opportunities for People with AIDS (HOPWA)
- Emergency Shelter Grants (ESG)

It is important to note that Pascagoula is an "entitlement" city under the terms of the Community Development Block Grant Program. Pascagoula is not a "formula entitlement" city under the terms of the HOME, ESG, and HOPWA formula programs and, therefore, does not receive annual allocations of funding for these programs. Other agencies must apply for ESG funding on a competitive basis. They must compete for funding with agencies throughout the State of Mississippi. HOPWA funds are provided to the State under a formula entitlement. The State will provide direct assistance to persons with HIV/AIDS; therefore, local agencies and jurisdictions will not be able to apply for HOPWA funding.

Among the purposes of the Consolidated Plan are the following:

- To enable communities to view HUD programs, not as isolated tools to solve narrow functional problems, but rather as an invitation to embrace a comprehensive vision of housing and community development.
- To include in a comprehensive plan or vision of affordable housing, adequate infrastructure, fair housing, protection of the environment, enhancement of civic design, and vigorous economic growth coordinated with human development.
- To enable communities to apply this comprehensive approach to helping the homeless in a continuum of care by promoting a comprehensive system for moving individuals and families from homelessness to permanent housing.
- To reduce the amount of unnecessary paperwork and enable HUD to work creatively with local governments to provide a forum for planning an integrated approach.
- To improve program accountability and support results-oriented management by establishing clear priority needs and goals; providing more timely and readable information on needs, goals, and proposed projects to citizens; providing measurable indicators of progress; and reporting on progress against these measures.
- To facilitate "bottom up" planning by creating a planning process which renews commitment and generates new citizen involvement.
- To ensure that the needs and resources of public housing authorities are included in a comprehensive planning effort to revitalize distressed neighborhoods and help low income residents locally.
- To make integrated efforts to identify and take measures to overcome impediments to fair housing as an integral part of their comprehensive planning efforts.

#### Participation

The Citizen Participation Plan will provide for and encourage citizens' participation by providing individual citizens, groups, public agencies, non-profit entities, and other interested parties open and free access to all aspects of the planning, development and implementation process.

#### *Interagency Notification*

In an effort to encourage participation and feedback, during each program year cycle, the City will send written notification to all known social service agencies, non-profits and other community organizations of the development of the Consolidated Plan, Action Plan, and any substantial amendments to the Consolidated Plan and the Performance Report.

#### *Public Hearings*

During each program year cycle, at least two (2) public hearings will be conducted: one during the Citizen Participation planning process and the second on the performance (CAPER) at the end of the year to obtain the views of citizens and to respond to proposals and questions. These hearings address housing and community development needs, development of proposed activities, and review of program performance. These hearings will be conducted to obtain the views of citizens, public agencies and other interested parties on non-housing community development, housing, and supportive needs of the community. Additionally, the hearings will be used to assist in identifying priority needs and may include a Performance Report on the current program year and related community development activities.

The City will hold a public hearing during the planning and development stages of the Consolidated Plan. This hearing will be held at least thirty (30) days prior to the submission of the Consolidated Plan to allow for at least a fifteen (15) day comment period. Notification of a public hearing will be published at least fourteen (14) days prior to the hearing. *A sample Notice of Public Hearing is included at the end of this appendix.*

#### Rules Governing Public Hearings

The following rules will be adhered to in the public hearing process:

- Citizens will be given timely notice so that they will be encouraged to attend public hearings. Public hearings will be conducted at City Hall or the Department of Community and Economic Development which are both handicap accessible, centrally located and conveniently accessible to all citizens.
- The City will publish a "Notice of Public Hearing" in a non-legal section of a newspaper having general circulation in the City, at least fourteen (14) days prior to the hearing.
- Hearings will be conducted on weekdays after normal working hours in order to afford maximum opportunity for attendance.
- Public hearing notices will emphasize and encourage the need for participation by the low, very low, and extremely low income residents where housing and community development funds will be spent.
- The City will post notices of the public hearings at the Public Library, the Department of Community Development and City Hall.
- Citizens will be given an opportunity to comment orally or in writing, and the City will respond to proposals and comments at the hearing and at all stages of the Consolidated Plan development process.
- The public hearing for the Consolidated and Action Plans will be held at least thirty (30) days prior to the publication of Plans to allow for at least a fifteen (15) day comment period.
- Because the City of Pascagoula has a very small non-English speaking population (4.0% according to 2010 census), Pascagoula has yet to have an issue where there are or have been a significant number of non-English speaking residents in attendance. Should this issue arise, the City will make every effort to print public notices in alternate languages and provide a translator for the meeting to ensure all residents' needs are addressed.

#### City Council Meeting

A second opportunity for public comment will occur during the implementation stages of the program as part of a regularly scheduled City Council meeting. In order to review and assess performance and progress in the implementation of the Consolidated Plan and specifically, the CDBG program activities, prior to final approval by the Mayor and Council and submission to HUD, citizens will be given an opportunity to comment on the Draft Plan, Amendments and/or Performance Reports during the public comment portion of the meeting. Council meetings are open to the public.

#### Access to Information

This Citizen Participation Plan is designed to encourage full and open access to information relative to the Consolidated Strategy and Plan during the planning, development, and implementation process. This plan encourages participation by low and moderate income

Residential Antidisplacement and Relocation Assistance Plan sets out the City's plans for minimizing displacement and its plans to assist those displaced. The amount of dislocation assistance to be provided is included. This plan will be available for public review at the City of Pascagoula's office of Community Development on Delmas Avenue between the hours of 9:00AM and 4:00PM, Monday through Friday, except for official holidays.

- In accordance with HUD requirements, the City of Pascagoula will notify the City of Gautier, the City of Moss Point, and Jackson County when Pascagoula is preparing a description of priority non-housing community development needs. Pascagoula will consult with these adjacent local governments relative to problems and solutions that go beyond the single jurisdiction.
- The City of Pascagoula will submit its non-housing community development plan to the State of Mississippi and to Jackson County.
- Finally, in an effort to ensure access to information, those who attended hearings, planning meetings and submitted written comments shall be provided copies of HUDs responses to submissions.
- The Consolidated Plan as adopted, Substantial Amendments, and Performance Reports shall be made available to the public. See attached notice.

#### Consideration of Views and Comments

In the preparation and development stages of the Consolidated Plan, the City shall give consideration to the views of the citizens, public agencies and others.

- The Consolidated Plan shall include a summary of citizens' comments and a written explanation of the comments not accepted and the reasons why the comments were not accepted.

#### Amendments

The rules governing the development of the Consolidated Plan require that the City of Pascagoula identify in its Citizen Participation Plan the criteria it will use in determining what constitutes a substantial amendment to the Consolidated Plan. These substantial amendments shall be subject to the Citizen Participation requirements set out in this Citizen Participation Plan.

For the purposes of this Citizen Participation Plan, a substantial amendment shall exist, and the approved Consolidated Plan shall be amended, whenever the City of Pascagoula makes one of the following decisions:

1. any reallocation of the CDBG budget that changes the budget by increasing or decreasing the total annual amount allocated to the subrecipient by 51%, or
2. to make a change in its allocation priorities or a change in the method of distributing funds;
3. to carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
4. to change the purpose, scope, location or beneficiaries of an activity.

#### Process for Substantial Amendments

The City of Pascagoula's process for making substantial amendments shall include at least one public hearing at which time the City shall explain the proposed amendment and provide citizens an opportunity to comment orally or in writing. Notice of the hearing shall be in accordance with the requirements of this Plan.

The City shall make the amendment public by publishing and posting a Notice of Amendment of the Consolidated Plan and giving citizens at least thirty (30) days to comment on the amendment. The Notice of Amendment shall explain the reason for the amendment. Amendments will be posted in the offices of Community Development, City Hall, and the Public Library for public review and comment for at least thirty (30) days.

Citizens; comments received at the public hearing and during the 30-day comment period shall be considered by the City of Pascagoula in preparing the amendment to the Consolidated Plan. A summary of these comments or views and a summary of any comments or views not accepted and the reasons therefor, shall be attached to the substantial amendment of the Consolidated Plan.

#### Performance Reports

Citizens shall be given reasonable notice and an opportunity to comment on Performance Reports. To obtain the views of citizens and to respond to proposals and questions, a public hearing will be held at least thirty (30) days prior to the submission of the Consolidated Plan to allow for at least a fifteen (15) day comment period. Notification of a public hearing will be published at least fourteen (14) days prior to the hearing. *A sample Notice of Public Hearing is included at the end of this appendix.*

The City of Pascagoula will publish a notice of Availability of Performance Report in a local newspaper and will post the notice in the Public Library and the Department of Community Development. Citizens will be given at least fifteen (15) days to comment, orally or in writing, prior to submission of the Performance Report to HUD. The City of Pascagoula will consider any comments or views of citizens received in writing or orally at public hearings. A summary of the comments shall be attached to the Performance Report. *A sample Notice of Availability of Performance Report is included at the end of this appendix.*

#### Technical Assistance

If requested by low, very low, and extremely low income groups, technical assistance will be provided in developing proposals under the consolidated submission. No funds will be provided to groups seeking technical assistance.

The City will provide general information, specific information, or technical assistance regarding its consolidated submission to any citizen, citizen group, or organization requesting such information or assistance for the purpose of participating in the development, implementation, or evaluation of the Program. Formal requests for such information or technical assistance should be in writing and addressed to the Community Development Director, City of Pascagoula, 630 Delmas Avenue, Pascagoula, MS 39568.

The written requests for technical assistance shall include (1) the name, mailing address, and telephone number of the citizen or representative of a citizen group; (2) an explanation of the information or assistance needed; and (3) a convenient time and date for a meeting between the Community Development staff and that citizen or group.

Complaints

The City will provide a substantive written response to written complaints concerning the Consolidated Plan, Substantial Amendments thereto, and Performance Reports within fifteen (15) working days of receipt of complaints. Written complaints shall be addressed to the Community Development Director, City of Pascagoula, 630 Delmas Avenue, Pascagoula, MS 39568.

**NOTICE OF AVAILABILITY OF THE  
CITY OF PASCAGOULA  
AMENDED CITIZEN PARTICIPATION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has amended its Citizen Participation Plan for the Community Development Block Grant (CDBG) program. The Citizen Participation Plan aims to provide for and encourage citizens to participate in the development of the City of Pascagoula's Consolidated Plan, Action Plan, Substantial Amendments, and Consolidated Annual Performance Evaluation Report (CAPER). This plan amends and supersedes the City's existing Citizen Participation Plan, adopted in compliance with the requirements of 24 CFR 91.105.

The amended Citizen Participation Plan is available for public review at the following locations:

- City of Pascagoula, Department of Community and Economic Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and can be submitted until 4:30PM on *(insert date)* to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39567.

For additional information pertaining to the amended Citizen Participation Plan, contact the Community and Economic Development Department at (228) 938-6639.

---

**To be Published One (1) Time, Non-Legal, on *(insert date)* in the *Mississippi Press*.**

**NOTICE OF PUBLIC HEARING  
CITY OF PASCAGOULA  
(Insert fiscal year) ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to provide input and participate in the planning, development and implementation of the *(insert fiscal year)* One-Year Action Plan.

The One-Year Action Plan, a component of the City of Pascagoula's Five-Year Consolidated Plan, is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Mississippi Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, is a required document of the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan combines the requirements of the following four HUD Community Planning and Development formula grants:

Community Development Block Grant (CDBG)  
HOME Investment Partnership (HOME)  
Emergency Shelter Grants  
Housing Opportunities for Persons with AIDS (HOPWA)

**The hearing will be held on *(insert date)*, in the City Council Chambers located at 603 Watts Avenue in Pascagoula.**

All interested parties are urged to attend, particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

For questions, please contact the Community and Economic Development Department at (228) 938-6639.

---

**To be Published: *(insert date)*, Non-legal, in the *Mississippi Press***

**NOTICE OF AVAILABILITY OF DRAFT  
CITY OF PASCAGOULA  
(Insert fiscal year) ONE-YEAR ACTION PLAN**

Notice is hereby given that the City of Pascagoula, Mississippi has prepared a draft of its *(insert fiscal year)* One-Year Action Plan for its Community Development Block Grant (CDBG) and HOME Programs. Pascagoula is an entitlement city under the CDBG Program and, therefore, expects to receive an allocation of about *(insert funding amount)* from HUD in *(insert fiscal year)*.

The *(insert fiscal year)* One-Year Action Plan is a component of the City of Pascagoula's *(insert fiscal year period)* Five-Year Consolidated Plan. It is a coordinated and cooperative effort of the City of Pascagoula, other local governments, the Region VIII Housing Authority, social service agencies, private groups, non-profit organizations, and citizens interested in identifying the housing and community development needs of the low and moderate income persons of Pascagoula and developing a strategy and plan for meeting those needs. The *(insert fiscal year)* Action Plan sets forth activities to be carried out with CDBG funds during the period between *(insert activity(s) period)*. The *(insert fiscal year)* One-Year Action Plan is available for public review at the following locations:

- City of Pascagoula, Department of Community Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least thirty (30) days from the date of publication of this notice and can be submitted until 4:30PM on *(insert date)* to the Pascagoula Community Development Office at 630 Delmas Avenue, Pascagoula, MS 39567.

For additional information pertaining to the *(insert fiscal year)* Action Plan, contact the Community and Economic Development Department at (228) 938-6639.

---

**To be Published One (1) Time, Non-Legal, on *(insert date)* in the *Mississippi Press*.**

**NOTICE OF AVAILABILITY OF INFORMATION RELATIVE TO  
THE CITY OF PASCAGOULA'S  
(Insert fiscal year) ONE-YEAR ACTION PLAN**

Notice is hereby given that information relative to the planning, development and implementation of Pascagoula's *(insert fiscal year)* One-Year Action Plan Component of the Consolidated Plan for Housing and Community Development required by the US Department of Housing and Urban Development is available for review.

Information and documents available include but are not limited to the following:

- CDBG General Program Rules and Regulations;
- Citizen Participation Plan for the Consolidated Plan; and
- A Residential Anti-displacement and Relocation Assistance Plan for the City of Pascagoula.

Information listed above and other records relative to the One-Year Action Plan, are available at the Department of Community Development of the City of Pascagoula located at 630 Delmas Avenue between the hours of 9:00AM and 4:30PM, Monday-Friday. Information relative to the planning of the Consolidated Plan and the Action Plan is available for a period of at least five (5) years. Please contact the Community and Economic Development Department at (228) 938-6639 for further information.

---

**To be published one (1) time, *(insert date)*, in the *Mississippi Press*, Non-legal**

**NOTICE OF PUBLIC HEARING  
CITY OF PASCAGOULA  
(Insert fiscal year) CONSOLIDATED ANNUAL PERFORMANCE  
AND EVALUATION REPORT (CAPER)**

Notice is hereby given that the City of Pascagoula will conduct a public hearing for the purpose of affording residents an opportunity to allow for participation in the development and implementation of the *(insert fiscal year)* CAPER.

**The hearing will be held on *(insert date)*, at 5:30PM, in the City Council Chambers located at 603 Watts Avenue in Pascagoula.**

All interested parties are urged to attend including other local governments, the Mississippi Regional Housing Authority, social service agencies, private groups, non-profit organizations, and other interested residents, and particularly those of low, very low and extremely low income, minorities, residents of public housing and those with disabilities.

The CAPER will be received by HUD no later than *(insert date)*. Please contact the Community and Economic Development Department at (228) 938-6639 for further information, or if you would like to receive a copy or make comment on the Performance Report.

---

**To be Published: *(Insert date)*, Non-legal, in the *Mississippi Press***

**NOTICE OF AVAILABILITY OF PERFORMANCE REPORT  
CITY OF PASCAGOULA  
(insert fiscal year) CAPER REPORT**

Notice is hereby given that the Community and Economic Development Department of the City of Pascagoula, Mississippi has prepared the Consolidated Annual Performance and Evaluation Report (CAPER) for *(insert evaluation period)* for the Community Development Block Grant (CDBG) program. This Report, prepared for the Department of Housing and Urban Development (HUD), includes a summary of activities that received CDBG funding during the *(insert fiscal year)* grant period. The purpose of the CDBG program is to meet community and economic development, public service, and housing needs in the City of Pascagoula. The City of Pascagoula's CAPER is available for public review at the following locations:

- City of Pascagoula, Department of Community Development
- City Hall in Pascagoula
- The Public Library

Oral or written comments will be received for at least fifteen (15) business days from the date of publication of this notice and can be submitted until 4:30PM on *(insert fiscal year)* to the Pascagoula Community and Economic Development Department at 630 Delmas Avenue, Pascagoula, MS 39567.

---

**To be Published One (1) Time, Non-Legal, on Thursday, *(insert fiscal year)* in the *Mississippi Press*.**

All questions or comments regarding the draft Action Plan are to be addressed to:

Jen Dearman

Department of Community Development

630 Delmas Avenue

Pascagoula, MS 39568

e-mail @ [jdearman@cityofpascagoula.com](mailto:jdearman@cityofpascagoula.com)





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Community and Economic Development Director

Contact Name: Jen Dearman

Phone: 938-6651

**Agenda Topic: Resolution requesting assistance from Jackson County to provide grant matching funds for the Federal Safe Routes to School Grant**

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution

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

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

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

RESOLUTION OF THE CITY OF PASCAGOULA  
REQUESTING ASSISTANCE FROM JACKSON COUNTY  
TO PROVIDE GRANT MATCHING FUNDS FOR  
THE FEDERAL SAFE ROUTES TO SCHOOL GRANT

WHEREAS, the City of Pascagoula has been awarded a Federal Safe Routes to School Grant for construction of sidewalks and bike paths to improve public health and safety, which requires a local match of 20% for funding of the project; and

WHEREAS, House Bill 35 (Local and Private 2002 Reg. Sess.) authorizes Jackson County and incorporated municipalities within Jackson County to share governmental equipment, manpower, services and resources when it is in the best interest of the citizens and taxpayers of Jackson County; and

WHEREAS, the City of Pascagoula desires to request Jackson County to provide this mutual aid to assist in funding of the required local match in the amount of \$15,000.00; and

BE IT, THEREFORE, RESOLVED that the City of Pascagoula hereby requests Jackson County, pursuant to House Bill 35 (Local and Private 2002 Reg.Sess.), provide funding in the amount of \$15,000.00 to be utilized as a local match required for the Federal Safe Routes to School Grant for construction of sidewalks and bike paths as approved under said Grant;

BE IT, FURTHER, RESOLVED that a copy of this Resolution shall be provided to the Jackson County Board of Supervisors for further action as required by House Bill 35 (Local and Private 2002 Reg.Sess.).



### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

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

**Agenda Topic: Payment of \$3,000.00 for Postage Funds for Direct Debit/Postage on Call Meter Setting Service with Neo-Post**

*Attach additional information as necessary*

**Action Requested:**

Approve \$3,000.00 for postage funds at City Hall

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's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Grant
Manager's Signature Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Other

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

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





### AGENDA ITEM REQUEST FORM

Meeting Date: 7-23-2013

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 Alan Hinkel 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 A situated in Anchor Square, as for fully described below, to Alan Hinkel dba Alan Hinkel Photography ("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 1<sup>st</sup> 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 10<sup>th</sup> 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 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due, 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 28 day of JUNE, 2013.

LESSEE:

ALAN HINKEL PHOTOGRAPHY  
Name of Business

By: [Signature]  
Owner or Authorized Agent

OWNER  
Title

LESSOR:

City of Pascagoula

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



PRE-LEASE INSPECTION SHEET

UNIT NO. A

1. \_\_\_\_\_
2. Leasee plans to remove the closet in the back  
a. bedroom.
3. Leasee would like a couch from another unit, if  
5. possible.
6. Leasee intends to keep cabinets and appliances and  
7. the microwave (counter top microwave).
8. Repair front door lock - bottom lock tumbler  
9. spins without catching
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

D. A. Hill  
Prospective Lessee

City of Pascagoula

By: Janice R. Mabry

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

Business Plan Outline

## Business Plan

# Alan Hinkel Photography

Pascagoula, Mississippi

January 2011

[Alanhinkelphotography.com](http://Alanhinkelphotography.com)

## Introduction/Executive Summary

- I plan on providing a service in photography including at least all the items mentioned in the price list at the end of this document. I have a Pascagoula City Business License and am a member of the Jackson County Chamber of Commerce and Singing River Arts Association.
- **Brief summary of plan:** This plan was developed to answer some questions about my endeavors and the aid in determining where I am going to need assistance. It also enlightens me as to some of the market for photography.
- **Major Objective:** Provide quality photography products at a reasonable cost and maintain the integrity of the Business.
- **Description of Products:** I will provide all services and products listed on the last page of this document and may also expand to aerial and underwater photography.
- **Marketing Strategy:** Offer a quality product at a reasonable price and in a reasonable amount of time. Advertising will be conservatively done and strategically placed.
- **Financial Projections:** I am ready to concede 2011 could possibly be a slight financial loss due to initial equipment and necessary supplies. I will still have to determine my expected annual salary. Projections show a rising profit after 2011. I am currently keeping a Business Ledger to maintain accurate records. I have been working out of the Jackson County Incubator for the past 12 months. This has been very helpful but the exposure is limited.

### History of the Business:

- **Background of the principals, and/or company origins:** To date education has included completion formal studies of Photography I and II at Mississippi Gulf Coast Community College. Other training has been self initiated working with high end digital equipment and image enhancing tools such as PhotoShop. I have been a member of an online photography web site "Smug Mug" where photographs can be displayed and sold. Smug

Mug also allows for reviews from other members and the general public in which I have fared well. I have about 10,000 photographs listed at SMUGMUG.com. Last spring I also spent training one on one with an instructor in Yellowstone National Park.

- **Background of the products:** Provide photography services such as Portraits, Senior Portfolios, Athletics and Advertisements. I will also offer prints for sale at the local level as well as through an online web page.
- **Corporate structure:** Sole Proprietorship. Listed as an LLC with the State of Mississippi.
- **Capitalization or source Funds:** To date I have investments totaling approximately \$10,000 which has been family financed. I would not anticipate additional spending to be any more than \$20,000.
- **Brief outline of company successes or experiences, if any:** Numerous prints sold on line via SmugMug and my personal web page and advertizements. One photograph used in the latest edition of the "Selected Birds of the Grand Bay National Estuarine Research Reserve and Vicinity" magazine. Two Weddings for which there were no charges.

### **Ownership and Management Structure:**

- **Owners and their experiences:** I will be the sole proprietor with volunteer assistance from family members. We have no experience in running a business and will be depending on the Incubator to assist.
- **Managers and their abilities, training and development, and experience:** Again I will be depending on the Incubator and local classes to gain experience in Business Management. If additional employees are necessary they will be contracted.
- **Organizational structure:** Sole Proprietorship.

### **Description of the Market:**

- **Target market – Who? How many?:** Business will be aimed at people of all ages especially portraits of families and children. Weddings and Senior

Portfolios will also be an expected market. I am unaware of what the market spend is currently. Photography has been a solid need of the public for many years with the main changes being in the technology which has only made the demand greater. I am also preparing myself to do underwater photography.

- **Market penetration projections and strategies:** I believe the best advertisement for photography is excellent work and word of mouth. I will also utilize local communication in newspaper and television. The main method of advertisement will be the internet. The business will eventually go towards the quality of the product. I would hope to be able to work in conjunction with my competition.

### **Description of the Product:**

- **What is to be developed or sold?:** Actually what is for sale are my skills and abilities in Photography. I would expect the manner will be bringing the business to the customer - freelance.
- **Status of research and development:** Technology in Photography is moving at a rapid pace. My intention is to stay abreast of changes in the industry via the internet and advance with the change.
- **Patents, trademarks, copyrights:** All my work displayed on-line and in featured articles has copyrights.

### **Description of the Business:**

- The business is operating out of the Incubator property in Moss Point. I have set up a portrait stage in the office for occasional use, but primarily I work at outside locations. I will ultimately need a location with parking and a shop in the 1000 square foot area to do portraits and hang sale items. Thus I am pursuing the Pascagoula Cottages.
- **Revenue forecasts:** I expect slow growth over 2011 with increasing demand coming with exposure in the Pascagoula Cottage Complex.

- **Marketing plans:** I intend to market myself with excellence in product, advertising in the Yellow Pages and on line via my web page.
- **How sales are to be made:** Sales will be made via visits, telephone or the internet. Products will be Photography Services and Prints. Prints and Frames will be provided by local and outside sources.
- **Advertising and sales promotion:** I intend to use the local newspaper, the yellow pages, our local television cable provider, Singer River Art Association and Arts and Craft Shows to advertise the product. I also plan to work with businesses which cater to weddings and social events.
- **Quality assurance plan:** I hope to establish a name for quality photography and professional workmanship. By doing this on a continuing basis the reputation will be maintained.
- **Financial plans:** I currently maintain a ledger in a money management software for day to day transactions. Periodic examinations by a professional accountant will be expected. Taxes will be completed annually be the same accountant. Prices will be set by the market. There is a sample list at the end of this Business Plan. I have filed sales taxes with the state for the past year.

## Financial Statements:

- **Source and use of funds statement:** To date all activity has been family financed. A startup loan may be applied for as the business grows. I have funded to date all camera equipment, portrait stage, office printer, Personal and laptop computers, framed prints, business cards, a personal internet site at [alanhinkelphotography.com](http://alanhinkelphotography.com) and on Smug Mug at [alanhinkelphotos.com](http://alanhinkelphotos.com).
- **Cash flow worksheet and income statement:** An income and outflow statement has been developed at [Intuit.com](http://Intuit.com). I currently expect this year (2011) to be "break even". The main expenses will be rent, local services, internet services, transportation, advertisement, training, supplies and professional equipment.

- **Critical assumptions:** Assumptions are still being developed. There are many opportunities in personal and commercial photography which I have yet to explore. I hope to have financial statements available as the business develops.

## **Anticipated Price Estimates:**

- **Weddings:** Range will be from \$500 to \$2500 depending on the package.
- **Portfolios:** Range will be from \$100 to \$350 depending on the time, location and complexity of the sessions.
- **Portraits:** \$60 in office, \$75 at outside location with additional for travel over 10 miles. Includes one 8 X 10 inch color print.
- **Print Packages:** From \$65 to \$160 depending on the package content.
- **Prints ALA Carte:** From \$20 to \$160 depending on size.
- **Print Wrap Arounds:** From \$110 for 6 X 8 inch to \$595 for 30 X 40 inch
- **Framed Prints:** From \$80 to \$500 depending on frame size and quality.
- **Commercial Prints at Your Location:** \$50 per hour for time taking and developing the prints plus print cost above Plus 15%.
- **Christmas or Special Event Cards;** Determined by Order
- **Underwater and Aerial Photography:** To be determined.

Note this price list is close to being accurate, however it is only being used as an example for the Business Plan.

## **Business Plan: Alan Hinkel Photography - May 2012**

### **Definition of the Market**

#### **Outlook:**

Business has been slowly picking up on Name Recognition although it could be better if the City Schools would cater more to hometown businesses. If a dollar stays in town it can generate sales tax several times. If not the tax is only seen once.

Due to our deficiency in adequate income to pay the bills, we are working on bringing in a Jewelry Line that will be exclusive to this Facility. The request was sent to LaLinda Grace without objections. This will require a small sign and a minor amount of floor space. This jewelry is hand made in Pascagoula by "Brigette Blue". This addition will also require participation in more of the Festival events.

Our other products and services will continue will remain in line of offering all types of Photography Services, Framed and Unframed Prints, and smaller items such as postcards and Greeting Cards utilizing a Pascagoula Theme where and when possible.

#### **Organization and Management:**

Management will still be a Sole Proprietor with volunteer assistance as needed from several different people.

#### **Marketing and Strategy:**

Strive to become better known working with the Pascagoula Pre School and Secondary School Programs

Continue with Anchor Square Merchants Association in Common Advertising.

#### **Financial Management:**

This will be done in house with the assistance of Quicken on line.

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: 7-23-2013

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 Linda Dunning-Ruffin 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 H situated in Anchor Square, as for fully described below, to Linda Dunning-Ruffin dba Paradise Gardens ("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 1<sup>st</sup> day of July, 2013, and ending on the 30<sup>th</sup> day of June, 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 10<sup>th</sup> 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 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due, 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 25 day of June, 2013

LESSEE:

Paradise Gardens Bath & Body LLC  
Name of Business

By: Linda Dering-Ruffin  
Owner or Authorized Agent

Owner  
Title

LESSOR:

City of Pascagoula

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



PRE-LEASE INSPECTION SHEET

UNIT NO. H

1. Blue silly string on east side of cottage (exterior
2. wall).
3. Drywall patch in ceiling where stove vent was
4. located has not been blown/painted/finished.
5. Touch up paint throughout the cottage does
6. NOT match original paint. Cottage needs
7. to be painted throughout interior
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

City of Pascagoula

X Linda Dunning-Ruffin  
Prospective Lessee

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

PRE-LEASE INSPECTION SHEET

UNIT NO. H

1. Water damage at back door.
2. All cabinets <sup>& table.</sup> are to be removed except for the cabinet
3. over the refrigerator and except for the three
4. cabinets that are stacked in a column.
5. Leave refrigerator & microwave.
6. Remove stove hood.
7. Air conditioning does NOT work.
8. Blue "silly string" on east side of cottage.
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

*Junda Dunning-Ruffin*  
Prospective Lessee

City of Pascagoula

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

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

# BUSINESS PLAN

PARADISE GARDENS BATH & BODY, LLC

FEBRUARY 11, 2010

### Business Profile:

We will be offering a wide variety of bath & body products. We will be offering products such as bath salts, bath bombs, body butters, body washes and more. We will also be offering gift baskets and eventually gift cards.

### Targeted Customers:

Our customer bases will those customers who want good bath and body products, don't want to spend a lot of money in doing so. Not only will we be running sales specials, but our regular pricing will be affordable by all.

### Growth Trends:

Because from years gone and years to come, people have and always will be interested in good personal hygiene. We feel that because of that fact, we will be offering products that will help both men and women feel good and at the same time, smell good.

### Pricing Power:

Because of the fact that the products that we will be offering is inexpensive to make, we feel that we will be able to keep our overhead low, in turn keeping our prices affordable for our customers.

### Vision:

We are looking to start a business that we someday will be able to expand and be able to give to our daughters in the future. Because of the passion my wife has for her personal care and teaching our daughters about personal hygiene, we found products that help with the process and want to share it with others. We know that personal hygiene says a lot about a person and gives you confidence in all that you do personally and professionally. Everyone knows that a clean body is a happy body!

### Work Experience:

I have worked in retail for the past 14 years and a fireman also for the past 20 years.

My wife has been in child care for the past 15 years. She also was a chef before doing that.

### Background and education:

My wife is a local. She was raised and attended school in the Vancleave area. After high school she enlisted in the military and later attended Alcorn State University.

I am from Louisiana where I attended high school and attended Southeastern Louisiana University.

We have been married for 7 years and have 2 beautiful daughters.

Dear Sirs:

We own Paradise Gardens Bath Body & Lingerie at Anchor Square. We are asking permission to add a small Chocolate Shop to our lease.

We have had several people inquire about Chocolate Covered Strawberries and other Chocolate covered products.

If approved, we will go to the planning department and the health department to get the proper modifications and proper permits to open the Chocolate Shop in addition to our existing inventory.

Thank You

Linda & Roderick Ruffin

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: 7-23-2013

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 Cindy Grefe 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 O situated in Anchor Square, as for fully described below, to Cindy Grefe ("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 1<sup>st</sup> day of July, 2013, and ending on the 30<sup>th</sup> day of June, 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 10<sup>th</sup> 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 \$ 233.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due, 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 2nd day of July, 2013

LESSEE:

Posh Paws, A puppy Boutique, LLC  
Name of Business

By: [Signature]  
Owner or Authorized Agent

Owner  
Title

LESSOR:

City of Pascagoula

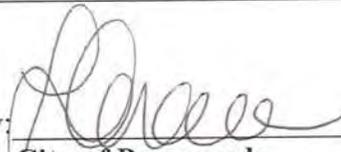
By: \_\_\_\_\_  
Mayor



EXHIBIT "A"  
PRE-LEASE INSPECTION SHEET  
UNIT NO. 0

1. \_\_\_\_\_
2. Ceiling fan - does not work - tenant will remove
3. note: wall holes (maintenance will fix)
4. ~~\_\_\_\_\_~~
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

By:   
Prospective Lessee

By:  7.2.13  
City of Pascagoula

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

## Business Plan for Posh Paws Puppy Boutique

Posh Paws Puppy Boutique would be a unique place to shop for your puppy. The store would offer puppies for sale as well as collars, leashes, crates, crate covers, toys, specialty foods and treats and anything else you would need to meet your new puppy or existing dog's needs. The store will be staffed with knowledgeable employees who will help the individual find the right pet for their loving home. All puppies will come from Kiamichi River Kennel. This kennel was awarded the Star Breeder Award by the American Canine Association, Inc. and is considered one of the finest breeders in America. Puppies sold at the store will be checked by a veterinarian prior to leaving the facility and would be checked again upon arrival to the store. They will receive continued care while in the store. The customer will receive a free visit to Bienville Animal Clinic in Ocean Springs to insure the health of the puppy. The puppy will be up to date on all vaccinations and preventative medications before it leaves the store. The puppies will go home with a seven day virus warranty. They will all be micro chipped for identification purposes and the customer will receive life time registration of the chip. They will also receive a training DVD, and a life time membership to Dog Star, a training facility. All products sold will be of the finest quality and are to be used to enhance the life of the pet.

Posh Paws Puppy Boutique will be held in an LLC. It would be open six days a week. Hours of operation would be 10:00 am to 6:00 pm Monday through Saturday. Hours may be increased in seasonal months to maximize sales. Advertisement is essential and a budget has been set aside for this. This advertisement will not only draw people to Post Paws but also to the surrounding

retailers. There will be a total of two employees working at the store. My family currently owns two successful businesses and has had many years of banking, management and retail experience. We are dedicated to setting up a business that would both enhance customer's enjoyment of puppies and be profitable. We are dedicated to the welfare of animals and take great pride in the products that we will offer.

The pet industry has become a multi-billion dollar industry as people come to think of their pets as family members. This store would offer the community a local place to purchase quality foods and supplies for their pets. It would also allow a place to come and interact with puppies and learn about the joys of pet ownership. All puppy kisses will be free!!!



## 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: 7-23-2013

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 Sharon Stennis 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 P situated in Anchor Square, as for fully described below, to Sharon Stennis dba Community Hair Salon ("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 1<sup>st</sup> day of July, 2013, and ending on the 30<sup>th</sup> day of June, 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 10<sup>th</sup> 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 \$ 281.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due, 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 9<sup>th</sup> day of July, 2013

LESSEE:

Community Hair Salon  
Name of Business

By: [Signature]  
Owner or Authorized Agent

Owner  
Title

LESSOR:

City of Pascagoula

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



PRE-LEASE INSPECTION SHEET

UNIT NO. P

1. Remove stove and hood.
2. Move lower cabinet to the south of stove so that
3. it is beside sink.
4. Move ceiling fan into bedroom.
5. Remove sliding doors <sup>shelving</sup> and drawers from bedroom closet
6. Repair light fixture in bathroom.
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

X *Oh Dennis*  
Prospective Lessee

City of Pascagoula

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

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

#### Executive Summary:

Community Hair and Nail Salon is a full- service beauty salon dedicated to consistently providing high customer satisfaction by rendering excellent service, quality products and furnishing an enjoyable atmosphere at an acceptable price/value relationship. We will also maintain a friendly, fair, and creative work environment, which respects diversity, ideas, and hard work.

#### My Mission:

To supply service and products that enhances our client's physical appearance and mental relaxation.

#### My Motto:

"The Trend Begins Here" The Line is right to start a new business venture in the community. I have been patiently searching for a great location whose price wasn't through the roof. When the Pascagoula Cottage Village first advertised the cottages, I knew it was the perfect place to have my new salon.

I have worked in a prestigious salon in Pascagoula, Mississippi for the past six years. Throughout those six years I have created a large clientele following through hard work and dedication. My talented Nail Technician and I have what it takes to make this venture extremely successful one. I expect my growing reputation to lead to new clients and support our anticipated growth.

#### Keys to Success:

- Location with an easily associable location for customers.
- Environment conducive to giving relaxing and professional service.
- Convenience offering clients a wide range of service in one setting and extended business hours.
- Reputation for the Nail Technician as well as myself providing superior personal service.

Community Hair and Nail Salon upon commencement of operation sales a wide range of beauty services and products. We will provide quality hair and nail services along with top-of-the-line beauty products. My commitment to providing all of these services in one convenient location will set Community Hair and Nail Salon apart from other competition.

The salon will be located in Pascagoula Cottage Village. The location is strategically situated on one of the busiest streets in Pascagoula. It is a high profile area, with easy access from the downtown area.

#### Products and Services:

Community Hair and Nails is considered an upscale full- service beauty salon. We will offer a wide range of services that include:

- Hair: cuts, relaxers, permanent waves, colors, shampoo, conditioning, reconstruction, weaving and waving.
- Nails: manicures, pedicures, polishes, and sculptured nails

#### Strategy and Implementation Summary:

Skilled at what I do, good customer service and creating a pleasant environment for my customers will be important to implementing my business plan.

#### Competitive Edge:

Community Hair and Nail Salon wants to set it apart from the other beauty salons that may offer only one or two types of services. Having come from such a salon, I have realized from talking with clients that they desire all of the services that I am proposing, but they remain frustrated because they are used to getting their hair done at one place and their nails done at another. Therefore, Community Hair and Nail Salon's focus is to provide all services at one location for the convenience of the clients.

There are a number of salons like this one, but they are mainly in a high income apart of Pascagoula and surrounding areas. I do not intend to compete with these types of day spas. I wish to offer a middle ground for those clients who cannot quite afford that high- in luxury salons.

My business atmosphere will be a relaxing one where clients can kick back and be pampered. Soft drinks will be offered to clients as they enter for services. There will be a television located in the waiting area.

#### Marketing Strategy:

My marketing strategy appears to be a simple one which is "Satisfied clients are my best marketing tool". When the client leaves my business with a new looks her/she will be broadcasting my name and quality to the public. Most of my clients will be referrals from existing clients.

No major advertising campaigns are anticipated. My research has shown that word of mouth is the best advertising for this type of business. However, I will run specials throughout the week. I will also ask clients for referrals and reward them with discounts and free services depending on the number of clients they may bring.

#### Management Summary:

Community Hair and Nail Salon will be organized and managed in a creative and innovative fashion to generate very high level of customer satisfaction and to create a working

climate conducive to a high degree of personal development and economic satisfaction for employees.

#### Personnel Planning:

In the first year assumptions are that there will be only one hair stylist a part- time nail technician until the business can build a reputation that will attract others to work here.

Our goal is to be a profitable business beginning in the first month. The clients will have already known about the business's background due to the existing client base.



## 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: 07/23/2013

Submitting Department or Individual: Human Resources

Contact Name: Robin Wood

Phone: 228-372-6888

**Agenda Topic:** First Call Emergency Notification Service

*Attach additional information as necessary*

**Action Requested:**

Approve usage of First Call Emergency Notification Service as subaccount under Jackson County. Authorize City Manager to purchase 10,000 minutes for the sum of \$540.00.

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

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature*

*For ordinances, resolutions, or other correspondence, attach one (1) original for Mayor or Manager's signature*

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

**EMERGENCY NOTIFICATION SERVICE  
CONTRACT  
BY AND BETWEEN  
FIRSTCALL NETWORK, INC.  
AND  
JACKSON COUNTY, MISSISSIPPI**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between **First Call Network, Inc.** (“First Call Network”), a corporation duly organized and existing under the laws of the State of Louisiana with principal business offices located at 5423 Galeria Drive, Baton Rouge, Louisiana 70816 and **Jackson County**, existing under the laws of the State of Mississippi with principal business offices located at: 3104 Magnolia Street, Pascagoula, Mississippi 39567. (hereinafter referred to as “Subscriber”)

WHEREAS, First Call Network provides a service, the purpose of which is to assist municipalities and other organizations in large scale emergency communications including telephones – land line, cellular and smartphones, SMS text messaging, and electronic mail.

WHEREAS, the Subscriber desires to engage the services of First Call Network for the purpose of coordinating a program and service within its area such that large scale emergency communications to residents and other identified contacts may be implemented;

NOW, THEREFORE, in consideration of mutual agreements, covenants, and promises herein contained, the parties agree as follows:

1. The Subscriber with the assistance of First Call Network shall identify, establish, and designate specific geographic areas within the boundaries of the Subscriber. Such geographic areas shall be indicated on First Call public maps or computer mapping programs. The Subscriber may provide required maps with a copy of any mapping software used, at no expense to First Call Network.
2. First Call Network shall provide, program, and store in First Call Network’s computers, a list of commercially available residential and business telephone numbers within the municipality. First Call Network shall utilize a list provided by the Subscriber if the Subscriber so chooses. Such numbers shall be programmed to access geographic areas of the municipality by location. (If the municipality wishes to include the telephone numbers of residents who have unlisted numbers, the municipality shall collect and forward to First Call Network such names, addresses, and phone numbers. First Call Network will use its best efforts to add such names, addresses, and phone numbers to the database. First Call Network will maintain the confidentiality of all unlisted numbers.) In addition, the Subscriber may provide all telephone data or numbers and addresses for the hearing impaired and the physically challenged in an approved format.

3. In addition to providing service to geographically defined areas within the contract service area, the Subscriber may provide with each contract fixed lists of public safety personnel and public safety facilities. First Call Network will maintain the confidentiality of all telephone numbers received from the Subscriber. Updates may be provided on disk, CD or via email in First Call Network approved database files. New listings and additional unlisted telephone numbers shall be incorporated into the database once each contract year quarter at no charge. Also, the Subscriber shall, whenever possible, provide 911 telephone data for inclusion in the geographically defined area at no additional expense to First Call Network.

4. The Subscriber and First Call Network shall agree upon, prior to utilizing the services of First Call Network, the administrative offices and personnel thereof who shall be authorized to access said services. A written list of these authorized users must be provided to First Call Network and signed by an authorized representative of the Subscriber. Any changes to the list of authorized users must be submitted in the same manner. The Subscriber and First Call Network shall coordinate efforts to train those personnel who are authorized to access the services of First Call Network.

5. Upon receiving a request from authorized personnel, the services of First Call Network shall be activated and all calls placed as instructed by the Subscriber. However, before a call can be activated by FirstCall Network, the authorized user shall provide the proper credentials and password to FirstCall Network.

6. For each requested activation, First Call Network shall record the amount of system usage used on behalf of the Subscriber. First Call Network shall thereafter fax and /or e-mail a report of the telephone calls made and the number of messages delivered.

7. First Call Network agrees to provide trained personnel to activate the client requested services on a twenty-four (24) hour per day, seven day a week basis, at First Call Network headquarters.

**8. The Subscriber agrees to pay First Call Network 7.0 cents per minute for incident and informational message activations. SMS Text Messages are billed at 7.0 cents per completed message. Multi-lingual messages will increase the overall costs per completed call. A translation Fee of \$25.00 will be charged to cover the costs associated with Language Line Services. Should the Subscriber choose to translate the message in-house and transmit it to FirstCall, the translation fee will not apply** First Call Network agrees to invoice the Subscriber for all usage within 10 days of the calling session, and the Subscriber agrees to compensate First Call Network for all usage within 30 days of the invoice date.

9. In the event the Subscriber fails to compensate First Call Network within 60 days of billing, First Call Network shall be under no obligations to provide the Subscriber with additional services. Interest charges of 8% per annum shall be incurred by the Subscriber on balances unpaid after 60 days from date of invoice. In addition, FirstCall Network has the right to deduct any outstanding charges from any remaining prepaid balance of the service year contract. The foregoing time limits and penalties shall not apply during any period in which the Subscriber disputes the accuracy or validity of the billing.

10. First Call Network shall not be responsible for any acts or omissions of the Subscriber or its administrative offices, their employees, agents, contractors, officers, or directors resulting in the failure of First Call Network to perform under this agreement by reason of strikes, Acts of God, breakdown of telephone lines and service, power shortages or outages, or other causes beyond the reasonable control of First Call Network.

11. The parties expressly acknowledge that First Call Network is contracted by the Subscriber only for the purposes and to the extent set forth in this agreement, and the relation of First Call Network to the Subscriber shall during the period or periods hereunder, be that of an independent contractor. First Call Network shall not be considered as having employee, subcontractor, agent, or joint venture status.

12. This agreement shall take effect on **May 1, 2013** and shall continue for a period of three (3) years or thirty-six (36) months ending on **April 30, 2016**. The first year's payment is due upon the completed execution of this agreement. In the event that the Board of Supervisors of Jackson County do not have sufficient funds to fund this contract for any fiscal year, then the Subscriber has the right to terminate for that reason with no penalties. The annual fee schedule for each year is as follows:

<b>1st Twelve Month Period</b>	<b>\$14,875.00</b>	<b>due 5/1/2013</b>
<b>2nd Twelve Month Period</b>	<b>\$14,875.00</b>	<b>due 5/1/2014</b>
<b>3rd Twelve Month Period</b>	<b>\$14,875.00</b>	<b>due 5/1/2015</b>

**Value Added Package Included**

**50,000 minutes per year with rollover capability of unused minutes from year to year.**

**See section 8 for usage rates once annual allocation of minutes is exhausted.**

**Access to 24/7/365 live operators, web portal access, citizen cell phone/sms text registration page, unlimited weather alerts for county personnel and citizens, option to purchase 10,000 minute blocks for \$540.00 or \$0.054/minute, and unlimited web based training.**

13. No guarantee is made of the accuracy of phone numbers provided by the client or commercial sources except to the extent that ordinary business care will be taken in the acquisition, receipt, maintenance, and extraction of data so acquired or provided. No representation is made that the person intended to receive the call will be physically present. No representation is made that First Call Network will attempt to verify physical presence or mental understanding of the delivered message.

14. This agreement sets forth the entire understanding and agreement between the parties. This agreement may be modified or changed only in writing, and such modifications and changes must be signed by both parties under the laws of the State of Mississippi.

15. This agreement shall be interpreted and construed under the laws of the State of Mississippi.

16. If any provision of this agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the agreement shall remain intact.

17. In the event that this contract extends past the term of the current board, it must be ratified by an future governing authorities of Jackson County.

**FIRSTCALL NETWORK, INC.**

C. J. "Red" Delatte, CEM  
By: print/type name

Executive Vice President  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**JACKSON COUNTY, MISSISSIPPI**

\_\_\_\_\_  
By: print/type name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** YTD Revenue and Expenditure Reports

*Attach additional information as necessary*

**Action Requested:**

Accept YTD Revenue and Expenditure Reports for June 2013.

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

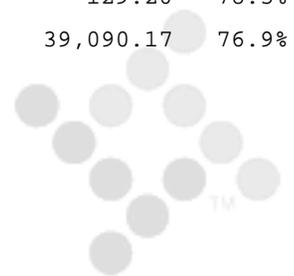
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 1  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/> 010 GENERAL FUND <hr/>							
001 CITY COUNCIL <hr/>							
01000165 CITY COUNCIL-PERSONAL SERV	203,238	0	203,238	149,320.83	.00	53,917.17	73.5%
01000170 CITY COUNCIL-SUPPLIES	30,150	0	30,150	27,918.00	.00	2,232.00	92.6%
01000175 CITY COUNCIL-OTHER CHARGES	82,350	161	82,511	57,145.95	1,101.00	24,264.05	70.6%
TOTAL CITY COUNCIL	315,738	161	315,899	234,384.78	1,101.00	80,413.22	74.5%
<hr/> 010 COURT <hr/>							
01001065 COURT-PERSONAL SERVICES	276,070	0	276,070	189,980.92	.00	86,089.08	68.8%
01001070 COURT-SUPPLIES	5,000	0	5,000	2,191.55	.00	2,808.45	43.8%
01001075 COURT-OTHER CHARGES	4,300	0	4,300	1,460.00	.00	2,840.00	34.0%
TOTAL COURT	285,370	0	285,370	193,632.47	.00	91,737.53	67.9%
<hr/> 020 CITY MANAGER <hr/>							
01002065 CITY MANAGER-PERSONAL SERV	224,133	0	224,133	162,463.55	.00	61,669.45	72.5%
01002070 CITY MANAGER-SUPPLIES	1,450	0	1,450	1,016.18	.00	433.82	70.1%
01002075 CITY MANAGER-OTHER CHARGES	7,400	0	7,400	2,092.55	.00	5,307.45	28.3%
TOTAL CITY MANAGER	232,983	0	232,983	165,572.28	.00	67,410.72	71.1%
<hr/> 040 CITY CLERK <hr/>							
01004065 CITY CLERK-PERSONAL SERVIC	134,544	0	134,544	99,808.84	.00	34,735.16	74.2%
01004070 CITY CLERK-SUPPLIES	5,600	0	5,600	3,834.91	382.99	1,382.10	75.3%
01004075 CITY CLERK-OTHER CHARGES	28,500	0	28,500	25,423.83	232.46	2,843.71	90.0%
01004080 CITY CLERK-CAPITAL OUTLAY	600	0	600	470.80	.00	129.20	78.5%
TOTAL CITY CLERK	169,244	0	169,244	129,538.38	615.45	39,090.17	76.9%
<hr/> 050 ACCOUNTING AND FINANCE <hr/>							



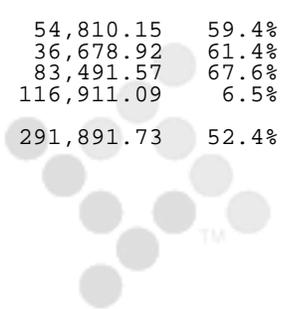
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 2  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01005065 ACCOUNTING-PERSONAL SERVIC	258,763	0	258,763	171,394.54	.00	87,368.46	66.2%
01005070 ACCOUNTING-SUPPLIES	3,900	0	3,900	1,659.17	102.85	2,137.98	45.2%
01005075 ACCOUNTING-OTHER CHARGES	4,400	-3,000	1,400	373.61	.00	1,026.39	26.7%
TOTAL ACCOUNTING AND FINANCE	267,063	-3,000	264,063	173,427.32	102.85	90,532.83	65.7%
<u>055 PURCHASING</u>							
01005565 PURCHASING-PERSONAL SERVIC	104,942	0	104,942	76,046.15	.00	28,895.85	72.5%
01005570 PURCHASING-SUPPLIES	1,200	0	1,200	415.71	100.00	684.29	43.0%
01005575 PURCHASING-OTHER CHARGES	2,300	0	2,300	176.97	.00	2,123.03	7.7%
TOTAL PURCHASING	108,442	0	108,442	76,638.83	100.00	31,703.17	70.8%
<u>060 CITY ATTORNEY</u>							
01006065 CITY ATTORNEY-PERSONAL SER	204,628	0	204,628	148,008.15	.00	56,619.85	72.3%
01006070 CITY ATTORNEY-SUPPLIES	13,500	0	13,500	7,728.12	43.00	5,728.88	57.6%
01006075 CITY ATTORNEY-OTHER CHARGE	5,100	0	5,100	2,392.03	.00	2,707.97	46.9%
TOTAL CITY ATTORNEY	223,228	0	223,228	158,128.30	43.00	65,056.70	70.9%
<u>070 HUMAN RESOURCES</u>							
01007065 HUMAN RESOURCES-PERSONAL S	315,278	0	315,278	221,838.08	.00	93,439.92	70.4%
01007070 HUMAN RESOURCES-SUPPLIES	9,400	0	9,400	3,602.08	310.00	5,487.92	41.6%
01007075 HUMAN RESOURCES-OTHER CHAR	74,500	6,448	80,948	30,364.98	575.30	50,007.72	38.2%
TOTAL HUMAN RESOURCES	399,178	6,448	405,626	255,805.14	885.30	148,935.56	63.3%
<u>080 INFORMATION SYSTEMS MGM'T</u>							
01008065 INF SYS MGM'T-PERSONAL SER	134,980	0	134,980	80,169.85	.00	54,810.15	59.4%
01008070 INF SYS MGM'T-SUPPLIES	94,950	0	94,950	53,821.72	4,449.36	36,678.92	61.4%
01008075 INF SYS MGM'T-OTHER CHARGE	257,700	0	257,700	154,565.53	19,642.90	83,491.57	67.6%
01008080 INF SYS MGM'T-CAPITAL OUTL	125,000	0	125,000	4,356.77	3,732.14	116,911.09	6.5%
TOTAL INFORMATION SYSTEMS MGM'T	612,630	0	612,630	292,913.87	27,824.40	291,891.73	52.4%



07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 3  
glytddbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>090 GEN'L GOV'T BLDG MAINTENANCE</u>							
01009070 GN GV BLD MNT-SUPPLIES	7,350	0	7,350	4,119.95	369.16	2,860.89	61.1%
01009075 GN GV BLD MNT-OTHER CHARGE	204,785	7,700	212,485	158,287.07	58,534.95	-4,337.02	102.0%
01009080 GN GV BLD MNT-CAPITAL OUTL	5,000	0	5,000	8.53	.00	4,991.47	.2%
TOTAL GEN'L GOV'T BLDG MAINTENANCE	217,135	7,700	224,835	162,415.55	58,904.11	3,515.34	98.4%
<u>099 GENERAL ADMINISTRATION</u>							
01009975 GENERAL ADMIN-OTHER CHARGE	1,528,200	67,850	1,596,050	1,246,088.07	4,598.79	345,363.14	78.4%
01009990 GENERAL ADMIN-TRANSFERS	100,000	7,888	107,888	113,889.17	.00	-6,001.17	105.6%
TOTAL GENERAL ADMINISTRATION	1,628,200	75,738	1,703,938	1,359,977.24	4,598.79	339,361.97	80.1%
<u>100 POLICE ADMINISTRATION</u>							
01010065 POLICE ADMIN-PERSONAL SERV	242,857	0	242,857	176,129.24	.00	66,727.76	72.5%
01010070 POLICE ADMIN-SUPPLIES	274,500	7,878	282,378	226,637.44	7,738.20	48,002.36	83.0%
01010075 POLICE ADMIN-OTHER CHARGES	134,000	12,235	146,235	109,108.78	4,814.78	32,311.44	77.9%
TOTAL POLICE ADMINISTRATION	651,357	20,113	671,470	511,875.46	12,552.98	147,041.56	78.1%
<u>105 ADMINISTRATIVE BUREAU</u>							
01010565 ADMIN BUREAU-PERSONAL SERV	1,531,160	14,726	1,545,886	1,115,904.24	.00	429,981.76	72.2%
01010570 ADMIN BUREAU-SUPPLIES	2,750	-500	2,250	998.07	.00	1,251.93	44.4%
01010575 ADMIN BUREAU-OTHER CHARGES	34,850	0	34,850	21,984.12	28.66	12,837.22	63.2%
01010580 ADMIN BUREAU-CAPITAL OUTLA	51,000	500	51,500	51,486.55	.00	13.45	100.0%
TOTAL ADMINISTRATIVE BUREAU	1,619,760	14,726	1,634,486	1,190,372.98	28.66	444,084.36	72.8%
<u>110 CRIMINAL INVESTIGATIONS</u>							



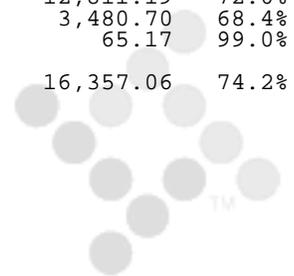
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 4  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01011065 CRIM INVEST-PERSONAL SERVI	1,451,162	-6,000	1,445,162	956,237.37	.00	488,924.63	66.2%
01011070 CRIM INVEST-SUPPLIES	3,675	0	3,675	3,318.81	.00	356.19	90.3%
01011075 CRIM INVEST-OTHER CHARGES	40,750	-1,000	39,750	29,904.35	246.00	9,599.65	75.8%
01011085 CRIMINAL INVEST-DEBT SERVI	8,398	0	8,398	4,437.58	1,267.88	2,692.54	67.9%
TOTAL CRIMINAL INVESTIGATIONS	1,503,985	-7,000	1,496,985	993,898.11	1,513.88	501,573.01	66.5%
112 FIELD SERVICES							
01011265 FIELD SERVICE-PERSONAL SER	3,059,971	68,735	3,128,706	2,126,036.01	.00	1,002,669.99	68.0%
01011270 FIELD SERVICES-SUPPLIES	13,675	0	13,675	5,363.43	1,240.00	7,071.57	48.3%
01011275 FIELD SERVICES-OTHER CHARG	25,100	0	25,100	22,946.92	.00	2,153.08	91.4%
TOTAL FIELD SERVICES	3,098,746	68,735	3,167,481	2,154,346.36	1,240.00	1,011,894.64	68.1%
115 JAIL FACILITIES							
01011565 JAIL FACIL-PERSONAL SERVIC	231,540	0	231,540	159,539.15	.00	72,000.85	68.9%
01011570 JAIL FACIL-SUPPLIES	38,500	-7,000	31,500	20,921.53	300.00	10,278.47	67.4%
TOTAL JAIL FACILITIES	270,040	-7,000	263,040	180,460.68	300.00	82,279.32	68.7%
130 POLICE TRAINING							
01013065 POLICE TRAIN-PERSONAL SERV	146,900	0	146,900	102,774.09	.00	44,125.91	70.0%
01013070 POLICE TRAIN-SUPPLIES	2,500	0	2,500	2,162.26	.00	337.74	86.5%
01013075 POLICE TRAIN-OTHER CHARGES	12,750	12,000	24,750	20,917.38	525.00	3,307.62	86.6%
TOTAL POLICE TRAINING	162,150	12,000	174,150	125,853.73	525.00	47,771.27	72.6%
155 STATION BUILDING MAINTENANCE							
01015565 POL STN BUILD-PERSONAL SER	45,792	0	45,792	32,980.81	.00	12,811.19	72.0%
01015570 POL STN BLDG-SUPPLIES	11,000	0	11,000	6,019.30	1,500.00	3,480.70	68.4%
01015575 POL STN BLDG-OTHER CHARGES	6,500	0	6,500	6,334.68	100.15	65.17	99.0%
TOTAL STATION BUILDING MAINTENANCE	63,292	0	63,292	45,334.79	1,600.15	16,357.06	74.2%



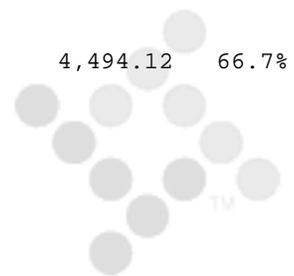
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 5  
glytddbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>160 FIRE ADMINISTRATION</u>							
01016065 FIRE ADMIN-PERSONAL SERVIC	268,709	0	268,709	185,655.93	.00	83,053.07	69.1%
01016070 FIRE ADMIN-SUPPLIES	9,750	0	9,750	7,064.79	195.60	2,489.61	74.5%
01016075 FIRE ADMIN-OTHER CHARGES	10,600	0	10,600	3,576.34	.00	7,023.66	33.7%
TOTAL FIRE ADMINISTRATION	289,059	0	289,059	196,297.06	195.60	92,566.34	68.0%
<u>161 FIRE FIGHTING</u>							
01016165 FIRE FIGHTING-PERSONAL SER	3,837,170	185	3,837,355	2,728,689.30	.00	1,108,665.70	71.1%
01016170 FIRE FIGHTING-SUPPLIES	56,800	0	56,800	44,698.02	1,771.73	10,330.25	81.8%
01016175 FIRE FIGHTING-OTHER CHARGE	12,200	0	12,200	5,303.06	.00	6,896.94	43.5%
TOTAL FIRE FIGHTING	3,906,170	185	3,906,355	2,778,690.38	1,771.73	1,125,892.89	71.2%
<u>162 FIRE PREVENTION</u>							
01016265 FIRE PREVENTION-PERSONAL S	73,841	0	73,841	51,826.11	.00	22,014.89	70.2%
01016270 FIRE PROTECT-SUPPLIES	1,500	0	1,500	93.85	.00	1,406.15	6.3%
TOTAL FIRE PREVENTION	75,341	0	75,341	51,919.96	.00	23,421.04	68.9%
<u>165 FIRE REPAIR SERVICE</u>							
01016565 FIRE REPAIR-PERSONAL SERVI	63,774	0	63,774	44,908.97	.00	18,865.03	70.4%
01016570 FIRE REPAIR-SUPPLIES	26,500	1,125	27,625	20,020.05	2,506.58	5,098.37	81.5%
01016580 FIRE REPAIR-CAPITAL OUTLAY	4,000	0	4,000	3,499.99	.00	500.01	87.5%
TOTAL FIRE REPAIR SERVICE	94,274	1,125	95,399	68,429.01	2,506.58	24,463.41	74.4%
<u>167 FIRE STATIONS and BUILDINGS</u>							
01016770 FIRE STN BLDG-SUPPLIES	13,500	0	13,500	8,110.88	895.00	4,494.12	66.7%



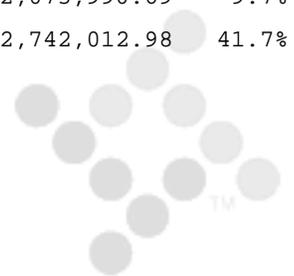
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 6  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01016775 FIRE STN BLDG-OTHER CHARGE	12,000	0	12,000	1,525.00	.00	10,475.00	12.7%
01016780 FIRE STN BLDG-CAPITAL OUTL	30,000	0	30,000	10,064.59	.00	19,935.41	33.5%
TOTAL FIRE STATIONS and BUILDINGS	55,500	0	55,500	19,700.47	895.00	34,904.53	37.1%
<u>180 PLANNING, INSPECTIONS, ENGR.</u>							
01018065 PLAN, INSPECT, ENGR-PERS S	655,708	0	655,708	453,467.87	.00	202,240.13	69.2%
01018070 PLAN, INSPECT, ENGR - SUPP	25,400	0	25,400	9,232.82	289.57	15,877.61	37.5%
01018075 PLAN, INSPECT, ENGR-OTHER	24,890	-4,000	20,890	6,308.22	2,019.78	12,562.00	39.9%
01018080 PLAN, INSPECT, ENGR.-CAPIT	59,000	15,400	74,400	61,644.73	3,704.41	9,050.86	87.8%
TOTAL PLANNING, INSPECTIONS, ENGR.	764,998	11,400	776,398	530,653.64	6,013.76	239,730.60	69.1%
<u>190 ENVIRONMENTAL COMPLIANCE</u>							
01019070 ENVIROMENTAL COMP-SUPPLIES	1,000	0	1,000	.00	.00	1,000.00	.0%
01019075 ENVR COMP-OTHER CHGS	18,400	0	18,400	14,561.21	.00	3,838.79	79.1%
TOTAL ENVIRONMENTAL COMPLIANCE	19,400	0	19,400	14,561.21	.00	4,838.79	75.1%
<u>200 PUBLIC WORKS ADMINISTRATION</u>							
01020070 PUBLIC WORKS ADM-SUPPLIES	1,200	0	1,200	.00	.00	1,200.00	.0%
01020075 PUBLIC WORKS ADM-OTHER SVC	231,600	0	231,600	153,340.19	.00	78,259.81	66.2%
TOTAL PUBLIC WORKS ADMINISTRATION	232,800	0	232,800	153,340.19	.00	79,459.81	65.9%
<u>201 STREET</u>							
01020170 STREET-SUPPLIES	240,000	0	240,000	154,009.94	9,348.85	76,641.21	68.1%
01020175 STREET-OTHER CHARGES	2,172,228	-7,200	2,165,028	1,468,518.71	107,128.21	589,381.08	72.8%
01020180 STREET-CAPITAL OUTLAY	2,307,000	-6,985	2,300,015	61,706.87	162,317.52	2,075,990.69	9.7%
TOTAL STREET	4,719,228	-14,185	4,705,043	1,684,235.52	278,794.58	2,742,012.98	41.7%
<u>202 STREET LIGHTING</u>							



07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 7  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01020270 STREET LIGHT-SUPPLIES	8,000	0	8,000	3,106.02	.00	4,893.98	38.8%
TOTAL STREET LIGHTING	8,000	0	8,000	3,106.02	.00	4,893.98	38.8%
<hr/> 240 PROPERTY MAINTENANCE <hr/>							
01024070 PROP MAINT-SUPPLIES	79,000	0	79,000	24,023.89	24,549.35	30,426.76	61.5%
01024075 PROP MAINT-OTHER CHARGES	515,767	0	515,767	383,775.69	.00	131,991.31	74.4%
TOTAL PROPERTY MAINTENANCE	594,767	0	594,767	407,799.58	24,549.35	162,418.07	72.7%
<hr/> 241 BEAUTIFICATION <hr/>							
01024165 BEAUTIFICATION-PERSONAL SV	117,471	17,000	134,471	86,624.64	.00	47,846.36	64.4%
01024170 BEAUTIFICATION-SUPPLIES	86,700	17,400	104,100	62,099.80	11,955.38	30,044.82	71.1%
01024175 BEAUTIFICATION-OTHER CHARG	1,088,499	20,624	1,109,123	758,467.71	91.40	350,563.89	68.4%
01024180 BEAUTIFICATION-CAPITAL OUT	5,500	0	5,500	5,285.00	.00	215.00	96.1%
TOTAL BEAUTIFICATION	1,298,170	55,024	1,353,194	912,477.15	12,046.78	428,670.07	68.3%
<hr/> 250 ANIMAL CONTROL <hr/>							
01025065 ANIMAL CNTRL-PERSONAL SERV	93,731	0	93,731	67,602.55	.00	26,128.45	72.1%
01025070 ANIMAL CNTRL-SUPPLIES	14,200	0	14,200	4,523.89	68.98	9,607.13	32.3%
01025075 ANIMAL CNTRL-OTHER CHARGES	22,495	0	22,495	21,033.24	445.00	1,016.76	95.5%
TOTAL ANIMAL CONTROL	130,426	0	130,426	93,159.68	513.98	36,752.34	71.8%
<hr/> 300 SENIOR CITIZEN CENTER <hr/>							
01030065 SR CTZ CENTER-PERSONAL SER	172,215	0	172,215	121,624.70	.00	50,590.30	70.6%
01030070 SR CTZ CENTER-SUPPLIES	14,050	0	14,050	5,768.93	440.00	7,841.07	44.2%
01030075 SR CTZ CENTER-OTHER CHARGE	40,500	0	40,500	23,995.65	1,572.33	14,932.02	63.1%
01030080 SR CTZ CENTER-CAPITAL OUTL	3,000	0	3,000	.00	2,735.00	265.00	91.2%
TOTAL SENIOR CITIZEN CENTER	229,765	0	229,765	151,389.28	4,747.33	73,628.39	68.0%
<hr/> 301 PARKS and RECREATION <hr/>							



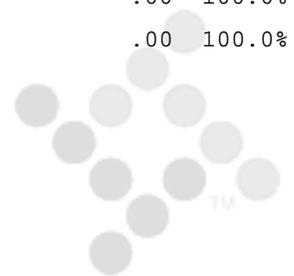
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 8  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01030165 PARKS & RECR-PERSONAL SERV	929,358	0	929,358	586,665.47	.00	342,692.53	63.1%
01030170 PARKS & REC-SUPPLIES	160,000	1,551	161,551	92,516.50	10,590.73	58,443.77	63.8%
01030175 PARKS & REC-OTHER CHARGES	423,450	400	423,850	250,311.20	41,541.90	131,996.90	68.9%
01030180 PARKS & REC-CAPITAL OUTLAY	1,350,000	0	1,350,000	3,555.03	.00	1,346,444.97	.3%
TOTAL PARKS and RECREATION	2,862,808	1,951	2,864,759	933,048.20	52,132.63	1,879,578.17	34.4%
<u>402 GRANTS ADMINISTRATION</u>							
01040265 GRANTS ADMIN-PERSONAL SERV	288,215	0	288,215	191,215.55	.00	96,999.45	66.3%
01040270 GRANTS ADMIN-SUPPLIES	2,550	0	2,550	1,821.22	110.40	618.38	75.7%
01040275 GRANTS ADMIN-OTHER CHARGES	406,069	6,368	412,437	-22,700.51	123,793.10	311,344.69	24.5%
TOTAL GRANTS ADMINISTRATION	696,834	6,368	703,202	170,336.26	123,903.50	408,962.52	41.8%
<u>404 ECONOMIC DEVELOPMENT</u>							
01040465 ECONOMIC DEV-PERSONAL SERV	106,590	0	106,590	80,042.19	.00	26,547.81	75.1%
01040470 ECONOMIC DEV-SUPPLIES	38,200	0	38,200	16,034.95	1,324.75	20,840.30	45.4%
01040475 ECONOMIC DEV-OTHER CHARGES	153,600	11,252	164,852	97,700.40	4,286.93	62,864.67	61.9%
01040480 ECONOMIC DEV-CAPITAL OUTLA	60,000	0	60,000	39,605.91	100.00	20,294.09	66.2%
TOTAL ECONOMIC DEVELOPMENT	358,390	11,252	369,642	233,383.45	5,711.68	130,546.87	64.7%
TOTAL GENERAL FUND	28,164,471	261,741	28,426,212	16,807,103.33	625,718.07	10,993,390.96	61.3%
<u>020 SPECIAL TAX-RECREATION</u>							
<u>305 SPECIAL TAX-RECREATION</u>							
02030575 SPECIAL TAX - OTHER CHARGE	0	900	900	900.00	.00	.00	100.0%
TOTAL SPECIAL TAX-RECREATION	0	900	900	900.00	.00	.00	100.0%
TOTAL SPECIAL TAX-RECREATION	0	900	900	900.00	.00	.00	100.0%
<u>040 FORFIETURE &amp; SEIZURE FUND</u>							
<u>148 FORFIETURE &amp; SEIZURE</u>							



07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 9  
glytbdud

FOR 2013 09

040	FORFIETURE & SEIZURE FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>								
04014870	FORFIETURE & SEIZURE-SUPPL	4,000	0	4,000	1,780.00	.00	2,220.00	44.5%
04014875	FORFIETURE & SEIZURE-OTH C	10,000	12,000	22,000	6,790.25	.00	15,209.75	30.9%
04014880	FORFIETURE & SEIZURE-CAPIT	0	124,464	124,464	106,109.79	.00	18,354.18	85.3%
04014890	FORFIETURE & SEIZURE-TRANS	0	10,000	10,000	20,000.00	.00	-10,000.00	200.0%
	TOTAL FORFIETURE & SEIZURE	14,000	146,464	160,464	134,680.04	.00	25,783.93	83.9%
	TOTAL FORFIETURE & SEIZURE FUND	14,000	146,464	160,464	134,680.04	.00	25,783.93	83.9%
<hr/>								
042	S MS METRO ENFORCEMENT TEAM							
<hr/>								
215	S MS METRO ENFORCE TEAM							
<hr/>								
04215075	SMMET - OTHER CHARGES	0	30,000	30,000	2,387.22	660.00	26,952.78	10.2%
	TOTAL S MS METRO ENFORCE TEAM	0	30,000	30,000	2,387.22	660.00	26,952.78	10.2%
	TOTAL S MS METRO ENFORCEMENT TEAM	0	30,000	30,000	2,387.22	660.00	26,952.78	10.2%
<hr/>								
050	FIRE INSURANCE REBATE FUND							
<hr/>								
168	FIRE INSURANCE REBATE							
<hr/>								
05016870	FIRE INSURANCE REBATE-SUPP	21,950	0	21,950	2,836.09	10,273.61	8,840.30	59.7%
05016875	FIRE INSURANCE REBATE-OTH	46,000	0	46,000	8,497.00	.00	37,503.00	18.5%
05016880	FIRE INSURANCE REBATE-CAPI	178,000	0	178,000	92,143.63	74,315.37	11,541.00	93.5%
05016885	FIRE INSURANCE REBATE-DEBT	112,000	0	112,000	111,491.56	.00	508.44	99.5%
	TOTAL FIRE INSURANCE REBATE	357,950	0	357,950	214,968.28	84,588.98	58,392.74	83.7%
	TOTAL FIRE INSURANCE REBATE FUND	357,950	0	357,950	214,968.28	84,588.98	58,392.74	83.7%
<hr/>								
060	INNER HARBOR							
<hr/>								
356	INNER HARBOR							



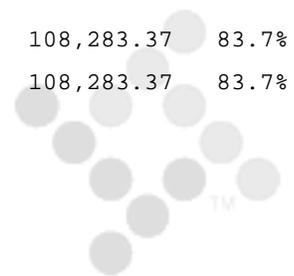
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 10  
glytdbud

FOR 2013 09

060	INNER HARBOR	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
06035675	INNER HARBOR-OTHER CHARGES	10,000	0	10,000	.00	.00	10,000.00	.0%
06035680	INNER HARBOR-CAPITAL OUTLA	1,550,000	0	1,550,000	.00	.00	1,550,000.00	.0%
	TOTAL INNER HARBOR	1,560,000	0	1,560,000	.00	.00	1,560,000.00	.0%
	TOTAL INNER HARBOR	1,560,000	0	1,560,000	.00	.00	1,560,000.00	.0%
070 MACHPELAH CEMETERY FUND								
290 MACHPELAH CEMETERY								
07029075	MACHPELAH CEMETERY-OTH CHA	119,070	0	119,070	1,935.00	.00	117,135.00	1.6%
	TOTAL MACHPELAH CEMETERY	119,070	0	119,070	1,935.00	.00	117,135.00	1.6%
	TOTAL MACHPELAH CEMETERY FUND	119,070	0	119,070	1,935.00	.00	117,135.00	1.6%
093 ISAAC								
565 ISAAC								
09356565	ISAAC-PERSONAL SVC	0	0	0	13,739.01	.00	-13,739.01	100.0%
09356570	ISAAC-SUPPLIES	0	0	0	64,922.83	.00	-64,922.83	100.0%
09356575	ISAAC-OTHER SVCS	0	0	0	189,792.57	.00	-189,792.57	100.0%
	TOTAL ISAAC	0	0	0	268,454.41	.00	-268,454.41	100.0%
	TOTAL ISAAC	0	0	0	268,454.41	.00	-268,454.41	100.0%
095 HURRICANE KATRINA								
568 HURRICANE KATRINA								
09556875	HURRICANE KATRINA-OTHER SV	663,960	578	664,538	441,048.13	115,206.23	108,283.37	83.7%
	TOTAL HURRICANE KATRINA	663,960	578	664,538	441,048.13	115,206.23	108,283.37	83.7%



07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 11  
glytdbud

FOR 2013 09

095	HURRICANE KATRINA	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL HURRICANE KATRINA	663,960	578	664,538	441,048.13	115,206.23	108,283.37	83.7%
<hr/>								
100 COMMUNITY DEVELOPMENT FUND								
<hr/>								
410 COMMUNITY DEVELOPMENT								
<hr/>								
10041075	COMMUNITY DEVELOPMENT-OTH	12,716,564	2,932,634	15,649,198	2,681,339.00	1,305,453.74	11,662,405.69	25.5%
	TOTAL COMMUNITY DEVELOPMENT	12,716,564	2,932,634	15,649,198	2,681,339.00	1,305,453.74	11,662,405.69	25.5%
	TOTAL COMMUNITY DEVELOPMENT FUND	12,716,564	2,932,634	15,649,198	2,681,339.00	1,305,453.74	11,662,405.69	25.5%
<hr/>								
180 SPECIAL REVENUE PROJECTS								
<hr/>								
430 SPECIAL REVENUE PROJECTS								
<hr/>								
18043075	SPECIAL REV PROJECTS-PROJE	245,021	566,544	811,565	69,015.60	.00	742,549.40	8.5%
	TOTAL SPECIAL REVENUE PROJECTS	245,021	566,544	811,565	69,015.60	.00	742,549.40	8.5%
	TOTAL SPECIAL REVENUE PROJECTS	245,021	566,544	811,565	69,015.60	.00	742,549.40	8.5%
<hr/>								
200 GENERAL OBLIG. DEBT SERVICE								
<hr/>								
450 GENERAL OBLIGATION - CITY								
<hr/>								
20045085	GENERAL OBLIG. DT SER-DEBT	1,562,993	0	1,562,993	475,452.50	.00	1,087,540.50	30.4%
	TOTAL GENERAL OBLIGATION - CITY	1,562,993	0	1,562,993	475,452.50	.00	1,087,540.50	30.4%
	TOTAL GENERAL OBLIG. DEBT SERVICE	1,562,993	0	1,562,993	475,452.50	.00	1,087,540.50	30.4%
<hr/>								
310 CAPITAL PROJECTS FUND								
<hr/>								
620 CAPITAL PROJECTS								
<hr/>								



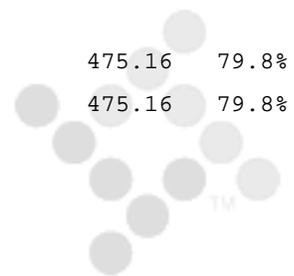
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 12  
glytdbud

FOR 2013 09

310	CAPITAL PROJECTS FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31062080	CAPITAL PROJECTS FUND-CAPI	5,403,091	552,877	5,955,968	352,022.47	20,630.93	5,583,314.60	6.3%
	TOTAL CAPITAL PROJECTS	5,403,091	552,877	5,955,968	352,022.47	20,630.93	5,583,314.60	6.3%
	TOTAL CAPITAL PROJECTS FUND	5,403,091	552,877	5,955,968	352,022.47	20,630.93	5,583,314.60	6.3%
<hr/>								
400 PASCAGOULA UTILITIES								
<hr/>								
650 UTILITY ADMINSTRATION								
<hr/>								
40065065	UTILITY ADMIN-PERSONAL SER	142,195	0	142,195	100,100.55	.00	42,094.45	70.4%
40065070	UTILITY ADMIN-SUPPLIES	5,100	0	5,100	2,100.15	.00	2,999.85	41.2%
40065075	UTILITY ADM-OTHER CHARGES	71,962	0	71,962	51,283.44	.00	20,678.56	71.3%
	TOTAL UTILITY ADMINSTRATION	219,257	0	219,257	153,484.14	.00	65,772.86	70.0%
<hr/>								
652 UTILITY ACCOUNTING								
<hr/>								
40065265	UTILITY ACCOUNTING-PER SVC	388,136	0	388,136	271,821.54	.00	116,314.46	70.0%
40065270	UTILITY ACCOUNTING-SUPPLIE	2,200	0	2,200	937.36	104.99	1,157.65	47.4%
40065275	UTILITY ACCOUNTING-OTHER S	19,397	0	19,397	17,119.15	.00	2,277.85	88.3%
	TOTAL UTILITY ACCOUNTING	409,733	0	409,733	289,878.05	104.99	119,749.96	70.8%
<hr/>								
655 UTILITY GENERAL OVERHEAD								
<hr/>								
40065575	UTILITY GN OH-OTHER CHARGE	2,090,270	0	2,090,270	429,198.80	4,500.00	1,656,571.20	20.7%
40065585	UTILITY GENERAL OVHD-DEBT	853,284	4,953	858,237	635,671.25	.00	222,565.75	74.1%
40065590	UTILITY GN OH-TRANSFERS	2,792,295	0	2,792,295	.00	.00	2,792,295.00	.0%
	TOTAL UTILITY GENERAL OVERHEAD	5,735,849	4,953	5,740,802	1,064,870.05	4,500.00	4,671,431.95	18.6%
<hr/>								
670 UTILITY BUILDING MAINTENANCE								
<hr/>								
40067070	UTIL BLDG MNT-SUPPLIES	2,350	0	2,350	1,244.85	629.99	475.16	79.8%
	TOTAL UTILITY BUILDING MAINTENANCE	2,350	0	2,350	1,244.85	629.99	475.16	79.8%



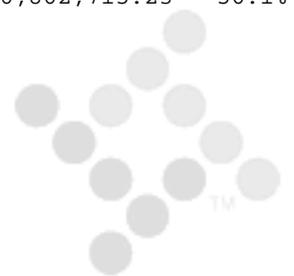
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 13  
glytdbud

FOR 2013 09

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>671 METERING SERVICES</u>							
40067165 METERING SVC-PERSONAL SERV	197,938	0	197,938	140,888.79	.00	57,049.21	71.2%
40067170 METERING SVC-SUPPLIES	12,250	0	12,250	6,481.85	646.18	5,121.97	58.2%
40067175 METERING SVC-OTHER CHARGES	6,276	0	6,276	4,402.20	.00	1,873.80	70.1%
TOTAL METERING SERVICES	216,464	0	216,464	151,772.84	646.18	64,044.98	70.4%
<u>672 WATER OPERATION &amp; MAINTENANCE</u>							
40067270 WATER O & M-SUPPLIES	430,300	0	430,300	278,544.09	41,447.94	110,307.97	74.4%
40067275 WATER O & M-OTHER CHARGES	822,960	0	822,960	642,057.15	2,905.64	177,997.21	78.4%
40067280 WATER O & M-CAPITAL OUTLAY	1,004,000	-150,000	854,000	614,196.04	20,897.30	218,906.66	74.4%
TOTAL WATER OPERATION & MAINTENANCE	2,257,260	-150,000	2,107,260	1,534,797.28	65,250.88	507,211.84	75.9%
<u>673 SEWER OPERATION &amp; MAINTENANCE</u>							
40067370 SEWER O & M-SUPPLIES	169,300	-8,000	161,300	98,543.49	6,126.40	56,630.11	64.9%
40067375 SEWER O & M-OTHER CHARGES	2,307,330	0	2,307,330	1,716,998.05	477,046.38	113,285.57	95.1%
40067380 SEWER O & M-CAPITAL OUTLAY	885,400	150,200	1,035,600	731,780.79	123,878.14	179,941.07	82.6%
TOTAL SEWER OPERATION & MAINTENANCE	3,362,030	142,200	3,504,230	2,547,322.33	607,050.92	349,856.75	90.0%
<u>674 GAS OPERATIONS &amp; MAINTENANCE</u>							
40067470 GAS O & M-SUPPLIES	188,600	2,400	191,000	113,845.14	4,984.06	72,170.80	62.2%
40067475 GAS O & M-OTHER CHARGES	2,689,898	0	2,689,898	1,803,942.07	2,725.70	883,230.23	67.2%
40067480 GAS O & M-CAPITAL OUTLAY	545,000	7,800	552,800	401,842.75	22,186.55	128,770.70	76.7%
TOTAL GAS OPERATIONS & MAINTENANCE	3,423,498	10,200	3,433,698	2,319,629.96	29,896.31	1,084,171.73	68.4%
TOTAL PASCAGOULA UTILITIES	15,626,441	7,353	15,633,794	8,062,999.50	708,079.27	6,862,715.23	56.1%
<u>475 PASCAGOULA TRANSFER STATION</u>							
<u>682 TRANSFER STATION OPERATIONS</u>							



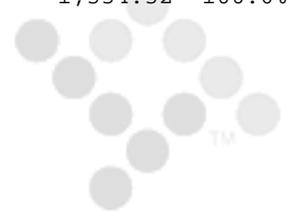
07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 14  
glytdbud

FOR 2013 09

475	PASCAGOULA TRANSFER STATION	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
47568275	TRANSFER STATION-OTHER SVC	0	16,000	16,000	9,600.00	.00	6,400.00	60.0%
	TOTAL TRANSFER STATION OPERATIONS	0	16,000	16,000	9,600.00	.00	6,400.00	60.0%
	TOTAL PASCAGOULA TRANSFER STATION	0	16,000	16,000	9,600.00	.00	6,400.00	60.0%
<hr/>								
480	SOLID WASTE MANAGEMENT FUND							
<hr/>								
685	SOLID WASTE MGMT							
<hr/>								
48068565	SOLID WASTE MGT-PERSONAL S	19,587	0	19,587	9,092.72	.00	10,494.28	46.4%
48068575	SOLID WASTE MANAGEMENT-OTH	1,423,472	0	1,423,472	988,966.80	500.00	434,005.20	69.5%
	TOTAL SOLID WASTE MGMT	1,443,059	0	1,443,059	998,059.52	500.00	444,499.48	69.2%
	TOTAL SOLID WASTE MANAGEMENT FUND	1,443,059	0	1,443,059	998,059.52	500.00	444,499.48	69.2%
<hr/>								
500	PASCAGOULA GROUP INSURANCE							
<hr/>								
500	GROUP INSURANCE							
<hr/>								
50050075	GROUP INS-OTHER SVC'S & CH	0	0	0	2,174,433.51	.00	-2,174,433.51	100.0%
	TOTAL GROUP INSURANCE	0	0	0	2,174,433.51	.00	-2,174,433.51	100.0%
	TOTAL PASCAGOULA GROUP INSURANCE	0	0	0	2,174,433.51	.00	-2,174,433.51	100.0%
<hr/>								
510	UNEMPLOYMENT INSURANCE FUND							
<hr/>								
510	UNEMPLOYMENT INSURANCE							
<hr/>								
51051075	UNEMPLOYMENT INS-OTHER CHA	0	0	0	1,334.32	.00	-1,334.32	100.0%
	TOTAL UNEMPLOYMENT INSURANCE	0	0	0	1,334.32	.00	-1,334.32	100.0%



07/12/2013 10:56  
jbull

City of Pascagoula  
MONTH TO DATE EXPENDITURE REPORT  
JUNE 2013

PG 15  
glytdbud

FOR 2013 09

510	UNEMPLOYMENT INSURANCE FUND	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL UNEMPLOYMENT INSURANCE FUND	0	0	0	1,334.32	.00	-1,334.32	100.0%
<hr/>								
600 FIRE AND POLICE D & R FUND								
<hr/>								
700 DISABILITY & RELIEF FUNDING								
<hr/>								
60070075	FIRE AND POLICE D & R-OTHR	801,765	0	801,765	973,774.65	.00	-172,009.65	121.5%
	TOTAL DISABILITY & RELIEF FUNDING	801,765	0	801,765	973,774.65	.00	-172,009.65	121.5%
	TOTAL FIRE AND POLICE D & R FUND	801,765	0	801,765	973,774.65	.00	-172,009.65	121.5%
<hr/>								
800 GENERAL FIXED ASSETS GROUP								
<hr/>								
800 DEPRECIATION-GFAAG								
<hr/>								
80080075	GENERAL FIXED ASSETS-OTHER	0	0	0	857.04	.00	-857.04	100.0%
	TOTAL DEPRECIATION-GFAAG	0	0	0	857.04	.00	-857.04	100.0%
	TOTAL GENERAL FIXED ASSETS GROUP	0	0	0	857.04	.00	-857.04	100.0%
<hr/>								
	GRAND TOTAL	68,678,385	4,515,091	73,193,476	33,670,364.52	2,860,837.22	36,662,274.75	49.9%

\*\* END OF REPORT - Generated by Jeane Bull \*\*



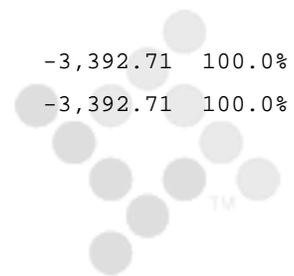
07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 1  
glytdbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
010 GENERAL FUND						
000 REVENUES						
01000005 GENERAL FUND-TAXES	8,835,175	0	8,835,175	6,912,962.90	1,922,212.10	78.2%
01000010 GENERAL FUND-LICENSE & PER	1,813,700	0	1,813,700	1,232,800.65	580,899.35	68.0%
01000015 GENERAL FUND-GRANTS	250,046	97,166	347,212	114,790.19	232,421.81	33.1%
01000020 GENERAL FUND-INTERGOV'TAL	7,536,300	0	7,536,300	5,583,174.85	1,953,125.15	74.1%
01000025 GENERAL FUND-CHGS/GOV'T SE	1,962,040	0	1,962,040	213,124.18	1,748,915.82	10.9%
01000030 GENERAL FUND-FINES & FORFE	985,000	0	985,000	645,074.97	339,925.03	65.5%
01000035 GENERAL FUND-INTEREST	105,600	0	105,600	52,882.64	52,717.36	50.1%
01000040 GENERAL FUND-RENTS	97,600	0	97,600	69,487.72	28,112.28	71.2%
01000045 GENERAL FUND-MISCELLANEOUS	181,000	65,982	246,982	186,374.46	60,607.54	75.5%
01000055 GENERAL FUND-TRANSFERS	2,792,295	0	2,792,295	.00	2,792,295.00	.0%
01000060 GENERAL FUND-OTHER FIN SOU	3,595,000	0	3,595,000	2,683.50	3,592,316.50	.1%
TOTAL REVENUES	28,153,756	163,148	28,316,904	15,013,356.06	13,303,547.94	53.0%
TOTAL GENERAL FUND	28,153,756	163,148	28,316,904	15,013,356.06	13,303,547.94	53.0%
020 SPECIAL TAX-RECREATION						
000 REVENUES						
02000020 SPECIAL TAX-INTERGOVTAL RE	65,000	0	65,000	104,876.35	-39,876.35	161.3%
TOTAL REVENUES	65,000	0	65,000	104,876.35	-39,876.35	161.3%
TOTAL SPECIAL TAX-RECREATION	65,000	0	65,000	104,876.35	-39,876.35	161.3%
030 PAYROLL FUND						
000 REVENUES						
03000035 PAYROLL FUND-INTEREST	0	0	0	3,392.71	-3,392.71	100.0%
TOTAL REVENUES	0	0	0	3,392.71	-3,392.71	100.0%



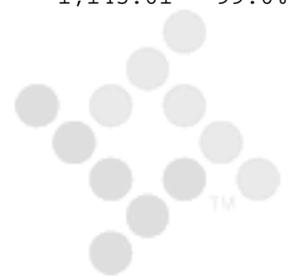
07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 2  
glytdbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL PAYROLL FUND	0	0	0	3,392.71	-3,392.71	100.0%
<hr/>						
040 FORFIETURE & SEIZURE FUND						
<hr/>						
000 REVENUES						
<hr/>						
04000030 FORFIETURE & SEIZURE-FORFE	30,000	2,888	32,888	64,694.85	-31,806.85	196.7%
04000060 FORF & SEIZ OTHER FIN SOUR	0	0	0	14,265.00	-14,265.00	100.0%
TOTAL REVENUES	30,000	2,888	32,888	78,959.85	-46,071.85	240.1%
TOTAL FORFIETURE & SEIZURE FUND	30,000	2,888	32,888	78,959.85	-46,071.85	240.1%
<hr/>						
042 S MS METRO ENFORCEMENT TEAM						
<hr/>						
000 REVENUES						
<hr/>						
04200020 SMMET - INTERGOV'TAL REV	0	30,000	30,000	30,000.00	.00	100.0%
TOTAL REVENUES	0	30,000	30,000	30,000.00	.00	100.0%
TOTAL S MS METRO ENFORCEMENT TEAM	0	30,000	30,000	30,000.00	.00	100.0%
<hr/>						
050 FIRE INSURANCE REBATE FUND						
<hr/>						
000 REVENUES						
<hr/>						
05000020 FIRE INSURANCE REBATE-INTR	116,700	0	116,700	115,554.99	1,145.01	99.0%
TOTAL REVENUES	116,700	0	116,700	115,554.99	1,145.01	99.0%
TOTAL FIRE INSURANCE REBATE FUND	116,700	0	116,700	115,554.99	1,145.01	99.0%
<hr/>						
060 INNER HARBOR						
<hr/>						
000 REVENUES						



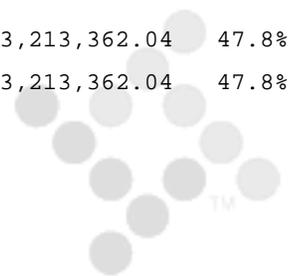
07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 3  
glytdbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
06000020 INNER HARBOR-INTGOVRMTL RE	0	0	0	80.03	-80.03	100.0%
06000040 INNER HARBOR-RENTS	19,000	0	19,000	16,329.00	2,671.00	85.9%
06000060 INNER HARBOR-OTHER FIN SOU	1,550,000	0	1,550,000	.00	1,550,000.00	.0%
TOTAL REVENUES	1,569,000	0	1,569,000	16,409.03	1,552,590.97	1.0%
TOTAL INNER HARBOR	1,569,000	0	1,569,000	16,409.03	1,552,590.97	1.0%
<hr/>						
070 MACHPELAH CEMETERY FUND						
<hr/>						
000 REVENUES						
<hr/>						
07000060 MACHPELAH CEMETERY-OTH FIN	40,000	0	40,000	23,000.00	17,000.00	57.5%
TOTAL REVENUES	40,000	0	40,000	23,000.00	17,000.00	57.5%
TOTAL MACHPELAH CEMETERY FUND	40,000	0	40,000	23,000.00	17,000.00	57.5%
<hr/>						
093 ISAAC						
<hr/>						
000 REVENUES						
<hr/>						
09300015 ISAAC GRANTS	0	0	0	213,854.37	-213,854.37	100.0%
TOTAL REVENUES	0	0	0	213,854.37	-213,854.37	100.0%
TOTAL ISAAC	0	0	0	213,854.37	-213,854.37	100.0%
<hr/>						
095 HURRICANE KATRINA						
<hr/>						
000 REVENUES						
<hr/>						
09500015 HURRICANE KATRINA-GRANTS	6,155,000	0	6,155,000	2,941,637.96	3,213,362.04	47.8%
TOTAL REVENUES	6,155,000	0	6,155,000	2,941,637.96	3,213,362.04	47.8%



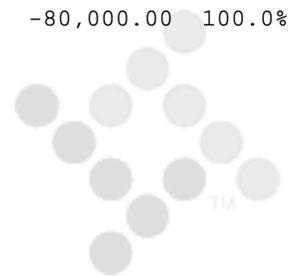
07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 4  
glytdbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL HURRICANE KATRINA	6,155,000	0	6,155,000	2,941,637.96	3,213,362.04	47.8%
<hr/>						
097 HURRICANE IVAN						
<hr/>						
000 REVENUES						
<hr/>						
09700015 HURRICANE IVAN-GRANTS	244,345	0	244,345	.00	244,345.00	.0%
TOTAL REVENUES	244,345	0	244,345	.00	244,345.00	.0%
TOTAL HURRICANE IVAN	244,345	0	244,345	.00	244,345.00	.0%
<hr/>						
100 COMMUNITY DEVELOPMENT FUND						
<hr/>						
000 REVENUES						
<hr/>						
10000015 COMMUNITY DEVELOPMENT-GRAN	14,289,601	780,097	15,069,698	3,450,804.51	11,618,893.18	22.9%
10000045 COMMUNITY DEVELOPMENT-MISC	0	115,000	115,000	.00	115,000.00	.0%
10000055 COMMUNITY DEVELOPMENT-TRNF	90,000	5,000	95,000	.00	95,000.00	.0%
TOTAL REVENUES	14,379,601	900,097	15,279,698	3,450,804.51	11,828,893.18	22.6%
TOTAL COMMUNITY DEVELOPMENT FUND	14,379,601	900,097	15,279,698	3,450,804.51	11,828,893.18	22.6%
<hr/>						
172 LIGHTHOUSE PRESERVATION FUND						
<hr/>						
000 REVENUES						
<hr/>						
17200045 LIGHTHOUSE PRESERVATION-MI	0	0	0	80,000.00	-80,000.00	100.0%
TOTAL REVENUES	0	0	0	80,000.00	-80,000.00	100.0%
TOTAL LIGHTHOUSE PRESERVATION FUND	0	0	0	80,000.00	-80,000.00	100.0%
<hr/>						
180 SPECIAL REVENUE PROJECTS						
<hr/>						
000 REVENUES						



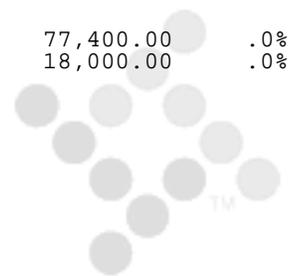
07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 5  
glytddbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
18000015 SPECIAL REV PROJECTS-GRANT	391,887	268,344	660,231	224,977.95	435,253.05	34.1%
TOTAL REVENUES	391,887	268,344	660,231	224,977.95	435,253.05	34.1%
TOTAL SPECIAL REVENUE PROJECTS	391,887	268,344	660,231	224,977.95	435,253.05	34.1%
<hr/>						
200 GENERAL OBLIG. DEBT SERVICE						
<hr/>						
000 REVENUES						
<hr/>						
20000005 GENERAL OBLIG. DEBT SER-TA	565,455	0	565,455	495,009.14	70,445.86	87.5%
20000020 GENERAL OBLIG. DT SER- INT	18,000	0	18,000	9,077.99	8,922.01	50.4%
20000035 GENERAL OBLIG. DT SER-INTE	8,900	0	8,900	.00	8,900.00	.0%
TOTAL REVENUES	592,355	0	592,355	504,087.13	88,267.87	85.1%
TOTAL GENERAL OBLIG. DEBT SERVICE	592,355	0	592,355	504,087.13	88,267.87	85.1%
<hr/>						
310 CAPITAL PROJECTS FUND						
<hr/>						
000 REVENUES						
<hr/>						
31000015 CAPITAL PROJECTS FUND-GRAN	5,403,001	552,877	5,955,878	295,190.63	5,660,687.37	5.0%
TOTAL REVENUES	5,403,001	552,877	5,955,878	295,190.63	5,660,687.37	5.0%
TOTAL CAPITAL PROJECTS FUND	5,403,001	552,877	5,955,878	295,190.63	5,660,687.37	5.0%
<hr/>						
400 PASCAGOULA UTILITIES						
<hr/>						
000 REVENUES						
<hr/>						
40000020 PASCAGOULA UTILITIES-INTGO	77,400	0	77,400	.00	77,400.00	.0%
40000035 PASCAGOULA UTILITIES-INTER	18,000	0	18,000	.00	18,000.00	.0%



07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 6  
glytdbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
40000045 PASCAGOULA UTILITIES-MISC	10,000	0	10,000	6,490.93	3,509.07	64.9%
40000050 PASCAGOULA UTILITIES-UTIL	11,839,670	2,400	11,842,070	7,766,889.17	4,075,180.83	65.6%
40000060 PAS UTILITIES-OTH FIN SOUR	2,385,400	0	2,385,400	190,359.10	2,195,040.90	8.0%
TOTAL REVENUES	14,330,470	2,400	14,332,870	7,963,739.20	6,369,130.80	55.6%
TOTAL PASCAGOULA UTILITIES	14,330,470	2,400	14,332,870	7,963,739.20	6,369,130.80	55.6%
<hr/>						
475 PASCAGOULA TRANSFER STATION						
<hr/>						
000 REVENUES						
<hr/>						
47500035 TRANSFER ST-INTEREST	7,140	0	7,140	.00	7,140.00	.0%
TOTAL REVENUES	7,140	0	7,140	.00	7,140.00	.0%
TOTAL PASCAGOULA TRANSFER STATION	7,140	0	7,140	.00	7,140.00	.0%
<hr/>						
480 SOLID WASTE MANAGEMENT FUND						
<hr/>						
000 REVENUES						
<hr/>						
48000005 SOLID WASTE MANAGEMENT-TAX	252,364	0	252,364	220,986.30	31,377.70	87.6%
48000020 SOLID WASTE MANAGEMENT-INT	7,800	0	7,800	4,052.67	3,747.33	52.0%
48000025 SOLID WASTE MANAGEMENT-GOV	1,322,500	0	1,322,500	952,973.40	369,526.60	72.1%
48000035 SOLID WASTE MANAGEMENT-INT	2,680	0	2,680	.00	2,680.00	.0%
48000060 SW MANAGEMENT FD-OTH FIN S	0	0	0	16,485.00	-16,485.00	100.0%
TOTAL REVENUES	1,585,344	0	1,585,344	1,194,497.37	390,846.63	75.3%
TOTAL SOLID WASTE MANAGEMENT FUND	1,585,344	0	1,585,344	1,194,497.37	390,846.63	75.3%
<hr/>						
500 PASCAGOULA GROUP INSURANCE						
<hr/>						
000 REVENUES						
<hr/>						



07/12/2013 10:54  
jbull

City of Pascagoula  
MONTH TO DATE REVENUES REPORT  
JUNE 2013

PG 7  
glytddbud

FOR 2013 09

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
50000045 PASCAGOULA GRP INS-MISC.	0	0	0	2,273,467.07	-2,273,467.07	100.0%
TOTAL REVENUES	0	0	0	2,273,467.07	-2,273,467.07	100.0%
TOTAL PASCAGOULA GROUP INSURANCE	0	0	0	2,273,467.07	-2,273,467.07	100.0%
<hr/>						
600 FIRE AND POLICE D & R FUND						
<hr/>						
000 REVENUES						
60000005 FIRE AND POLICE D & R-TAXE	760,691	0	760,691	883,944.22	-123,253.22	116.2%
60000020 FIRE AND POLICE D & R-INTG	32,719	0	32,719	16,210.69	16,508.31	49.5%
60000035 FIRE AND POLICE D & R-INTE	8,355	0	8,355	.00	8,355.00	.0%
TOTAL REVENUES	801,765	0	801,765	900,154.91	-98,389.91	112.3%
TOTAL FIRE AND POLICE D & R FUND	801,765	0	801,765	900,154.91	-98,389.91	112.3%
GRAND TOTAL	73,865,364	1,919,754	75,785,118	35,427,960.09	40,357,157.60	46.7%

\*\* END OF REPORT - Generated by Jeane Bull \*\*







### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie Williams

Phone: 938-6605

**Agenda Topic: Letter to Mississippi Mosquito Control, Inc. requesting elimination of areas of avoidance due to requests made by property owners**

*Attach additional information as necessary*

**Action Requested:**

Authorize City Attorney to send letter to Mississippi Mosquito Control, Inc.

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 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**

**JIM BLEVINS**  
MAYOR

**JOSEPH R. HUFFMAN**  
CITY MANAGER

**EDDIE WILLIAMS**  
CITY ATTORNEY



CITY COUNCIL

<b>LARRY D. TAYLOR</b>	Councilman, Ward 1
<b>FREDDY JACKSON</b>	Councilman, Ward 2
<b>DAVID TADLOCK</b>	Councilman, Ward 3
<b>BURT HILL</b>	Councilman, Ward 4
<b>SCOTT TIPTON</b>	Councilman, Ward 5
<b>BRENDA H. SIMKINS</b>	Councilwoman at Large

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

July 24, 2013

Mr. Wayne Machado  
Entomologist & General Manager  
Mississippi Mosquito Control, Inc.  
2008 Ladnier Road  
Gautier, MS 39553

Re: Mosquito spraying operations in the City of Pascagoula –  
Areas of Avoidance

Dear Mr. Machado:

At its meeting on July 23, 2013, the City Council took into consideration the fact that certain individuals in the City have requested that your agency withhold mosquito spraying in the immediate vicinity of their property. I believe that there may be at least three people who have made this request which has resulted in some rather large areas within the City being left untreated at a time when the mosquito problem is at its height. As you well know, the frequent and persistent rains that we have been experiencing have seriously aggravated the mosquito problem all along the coastal region.

The Council authorized me to write you this letter requesting that your agency ignore the requests of these individuals so that entire neighborhoods may be sprayed for mosquitos. The City Council is charged with the duty to protect the health and welfare of the citizens within this community. It is the Council's considered opinion that mosquito control is of paramount importance due to the fact that mosquitos often carry diseases that, when transmitted to humans, can have fatal consequences. Accordingly, the Council requests that your agency provide its services throughout the City regardless of any requests to the contrary.

Please advise immediately if this request poses any problems for you or your agency.

Sincerely,

Eddie C. Williams  
City Attorney

ECW:khs



## AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Community & Economic  
Development

Contact Name: Jen Dearman Phone: 228-938-6651

**Agenda Topic: Safe Routes to Schools - Letter to Gulf Regional Planning Commission  
for additional funding**

*Attach additional information as necessary*

**Action Requested:**

Authorize Mayor to execute letter to the Gulf Regional Planning Commission (GRPC) requesting \$84,800 in additional funding to be combined with the City's Safe Routes to Schools (SRTS) funding. The GRPC funding has a 20% or \$21,200 match. This funding would cover the costs of the complete proposed SRTS 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 checked="" type="checkbox"/>	No <input type="checkbox"/>		<input checked="" type="checkbox"/> Grant
				<input type="checkbox"/> Other

*For grants and contracts, attach two (2) originals for Mayor or Manager's signature  
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**

**JIM BLEVINS**  
MAYOR

**JOSEPH R. HUFFMAN**  
CITY MANAGER

**EDDIE WILLIAMS**  
CITY ATTORNEY



CITY COUNCIL

LARRY D. TAYLOR.  
FREDDY JACKSON  
DAVID TADLOCK  
BURT HILL  
SCOTT TIPTON  
BRENDA H. SIMKINS

Councilman, Ward 1  
Councilman, Ward 2  
Councilman, Ward 3  
Councilman, Ward 4  
Councilman, Ward 5  
Councilman at Large

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

July 23, 2013

David Taylor  
Planning Director  
Gulf Regional Planning Commission  
Metropolitan Planning Organization  
1232 Pass Road  
Gulfport, MS 39501

Re: City of Pascagoula's Safe Routes to Schools Award

Dear Mr. Taylor,

The City of Pascagoula was recently awarded \$120,000 in Safe Routes to Schools funding with a 20% or \$24,000 match. The City is deeply grateful for this opportunity to improve the infrastructure conditions for the children of our community. Unfortunately, the funding application proposed a \$250,000 project making it very difficult to accomplish the full vision of this project without additional funding. As such, the City would like to request the MPO to consider providing the additional federal funds of \$84,800 to which the City would match 20% or \$21,200 and thereby supplying the \$106,000 deficit in current funding. This additional funding would allow the City to greatly improve safety conditions for three local elementary schools in great need. Please contact me at (228) 938-6614 if you have any questions. Thank you for your time and consideration.

Sincerely,

Jim Blevins  
Mayor

cc: Mr. Jeff Loftus, Gulf Regional Planning Commission  
Mr. Joseph Huffman, City of Pascagoula  
Ms. Jaci Turner, City of Pascagoula  
Ms. Jen Dearman, City of Pascagoula



### AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Human Resources

Contact Name: Robin Wood

Phone: 228-372-6888

**Agenda Topic:** Recording and Televising of City Council Meetings

*Attach additional information as necessary*

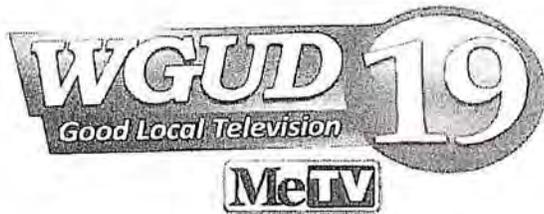
**Action Requested:**

Approve agreement with Tim Wall and WGUD-TV to record and televise Council Meetings. Authorize City Manager to execute agreement.

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

*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**



**Scranton Broadcasting Company, LLC**  
 3318 Pascagoula Street – Pascagoula, MS 39567  
 Phone: 228.762.3434 – Email: sales@wgud.tv  
 CableOne Ch. 19 / Digital Broadcast 51.1 51.2 51.3  
 www.wgud.tv

## Advertising Agreement

ADVERTISING/AGENCY: City of Pascagoula

ADDRESS: 603 Watts Avenue

CITY: Pascagoula STATE: MS ZIP: 39567

TELEPHONE: 228-372-6888 FAX: 228-938-6749

CONTACT: Robin Wood E-MAIL: rwood@cityofpascagoula.com

### Sponsorship Details :

SCHEDULE START DATE: 07/23/2013 END DATE: 10/12/2013 # OF WEEKS 12

PROGRAM DETAILS: See attached proposal

### Payment Method :

CASH     MONEY ORDER     CHECK     CREDIT CARD

MONTHLY COST \$ <u>  \$ 600  </u> TOTAL ORDER \$ <u>  1800  </u>
--

**PLEASE NOTE:** Accepted method of payments in cash, money order, check or credit card. Scranton Broadcasting Company, LLC agrees to provide air time to the above advertiser for the terms and compensation as specified herein, guaranteed for the term of this agreement only.

*I have read, understand and agree with every provision of this contract and by my signature, hereby certify that I accept and agree to abide by them and that I am competent and legally qualified to enter into such a contract.*

\_\_\_\_\_  
ACCOUNT EXECUTIVE                      DATE:

\_\_\_\_\_  
ADVERTISER SIGNATURE                      DATE:



3318 Pascagoula Street  
Pascagoula, MS 39567  
p. 228.762.3434  
c. 228-219-3410  
[www.wgud.tv](http://www.wgud.tv)

*The City of Pascagoula  
ATTN: Pascagoula City Manager, City Council and Mayor*

*Dear City Council,*

*I kindly ask that you would consider WGUD-TV in your upcoming advertising budget. WGUD-TV is locally owned and operated by Tim Wall, Michael Fondren and Paul Clark. WGUD provides local programming to the people of Jackson County on CableOne Channel 19, Coast wide on AT&T U-Verse Channel 51 and Over-the-air on Digital Broadcast Channel 51. WGUD also carries a variety of Classic TV Programming from our Me-TV Network. In addition, WGUD also donates production services to local charities and non-profit organizations such as United Way, The Home of Grace, The Boys and Girls Club, Our Daily Bread, Red Cross and The Bacot/McCarty Foundation. By advertising on WGUD, you not have the opportunity to reach thousands of viewers but your money allows us to be able to provide these services. WGUD would like to propose the following for the City of Pascagoula.*

**OPTION #2**

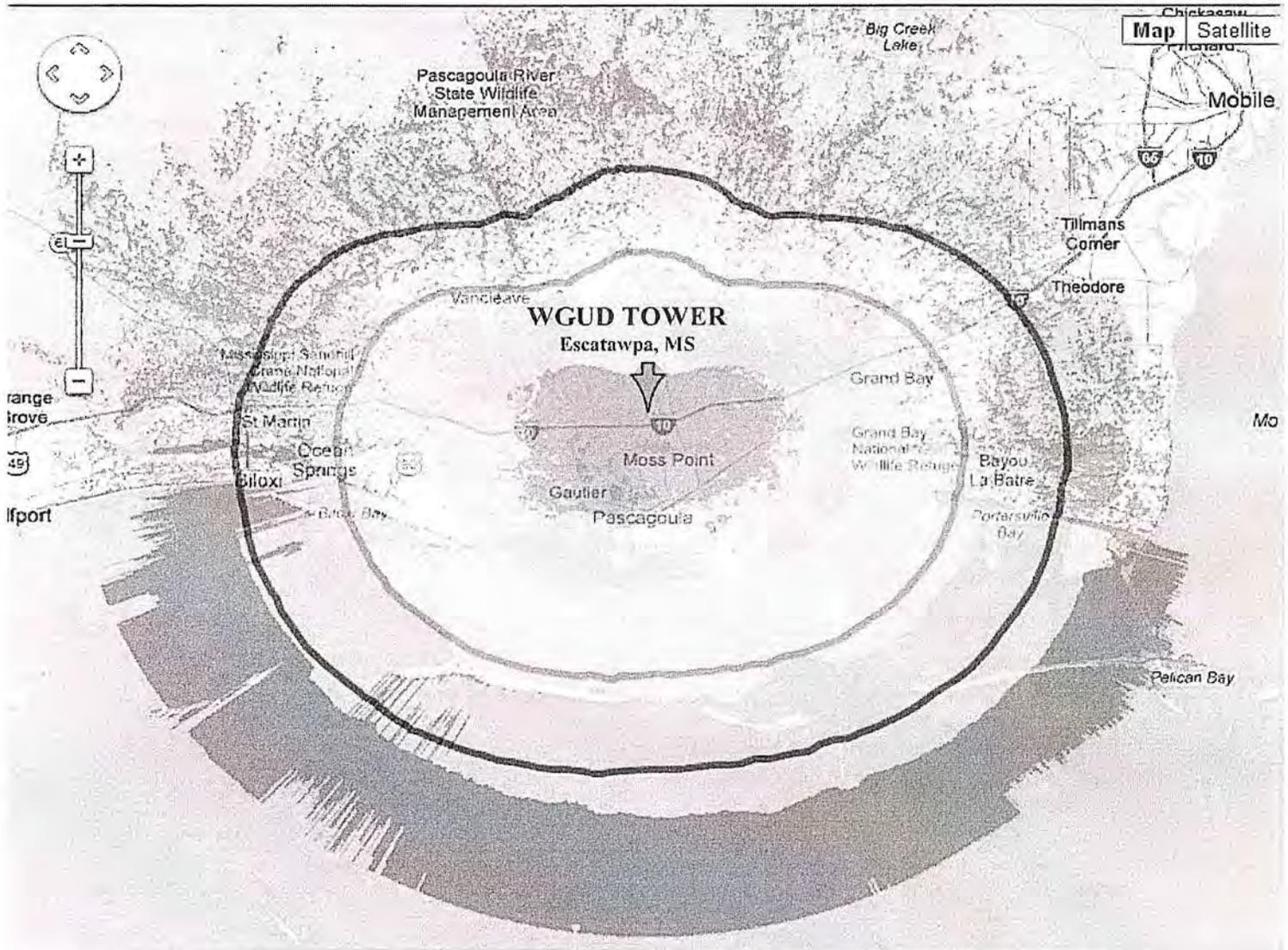
- Pascagoula City Council meetings to be shot bi-weekly but aired once weekly on WGUD. The meeting will be edited down to fit into a one hour program.
- 50 thirty-second commercials per month Run of Station (ROS). These commercials will advertise certain community events coming up for the City, promote the air times on WGUD and the website to watch the Pascagoula City Council meetings.
- Archived Council meetings on the WGUD Web-site
- City linked on our web-site

**Total investment \$600/month**

Thank you again for your time and I look forward to hearing from you soon.

*Sincerely,  
Tim Wall,  
Owner of WGUD-TV19*

# WGUD 2013 Coverage Map



WGUD CAN BE SEEN ON CABLE ON CH. 19 IN JACKSON & HARRISON COUNTY AND OVER THE AIR ON DIGITAL BROADCAST CH. 51 IN THE FOLLOWING CITIES.

- Theodore, AL
- Grand Bay, AL
- Portersville Bay, AL
- Hurley, MS
- Big Point, MS
- Pascagoula, MS
- Moss Point, MS
- Gautier, MS
- St. Andrews
- Vancleave, MS
- Ocean Springs
- St. Martin
- D'Iberville
- Biloxi
- Wool Market
- East Gulfport



LOCAL TELEVISION



\* WGUD reaches over 120,000 homes in Mississippi and Alabama



### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Operations

Contact Name: Steve Mitchell

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

**Agenda Topic: Closeout Documents for the Communny Street and Emerson Street Grinder Sewer Projects**

*Attach additional information as necessary*

**Action Requested:**

Approve Closeout Documents for the Communny Street and Emerson Street Grinder Sewer Projects with Hudson Contracting, Inc. and authorize the City Manager to execute related documents.

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

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

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



# 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

July 9, 2013

Mr. Steve Mitchell, Operations Manager  
City of Pascagoula  
P.O. Drawer 908  
Pascagoula, MS 39568-0908

Re: **Communny Street and Emerson Street Grinder Sewer Projects**  
**Closeout Documents**  
(C.E. Job #: 212-029)

Dear Mr. Mitchell:

Please find enclosed the following three (3) originals of the Closeout Documents for the above referenced project:

1. Substantial Completion Certificate
2. Final Payment Application and Certificate Signature Page
3. Payment Application No. 3 & Final
4. Contract Completion Certificate
5. Recommendation for Final Acceptance of Contract
6. Final Completion Inspection Report
7. Final Waiver of Lien
8. Consent of Surety to Final Payment
9. Change Order No. 2 (Summary Change Order)
10. Spare Parts Form

Once approved and signed, please return two (2) originals of the above referenced Closeout Documents to our office for further handling.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.  
Project Engineer

Enclosures

pc: Hudson Contracting, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

# SUBSTANTIAL COMPLETION CERTIFICATE

Dated: July 9, 2013

Project: Communy Street and Emerson Street Grinder Sewer Projects	Owner: City of Pascagoula	Contract No.: N/A
Contract: Communy Street and Emerson Street Grinder Sewer Projects		Date of Contract: November 28, 2012
Contractor: Hudson Contracting, Inc.		Engineer's Project No.: 212-029
Contractor's Address: P.O. Box 30 Waynesboro, MS 39367		

This definitive Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:  The following specified portions:

June 26, 2013

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities  Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

List of Items to be Completed or Corrected, Responsibilities Pending Final Completion, Warranties and Guarantees

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

## LIST OF ITEMS TO BE COMPLETED OR CORRECTED

The following list of items needs to be completed or corrected for the Communny Street and Emerson Street Grinder Sewer Projects resulting from an inspection by the City of Pascagoula the Contractor and the Engineer on June 26, 2013. The failure to include any items on this list does not alter the Contractor's responsibility to complete all work in accordance with the contract documents.

### 1. Site Inspection and Operation Procedures:

The work performed under this contract was inspected by Steve Mitchell for City of Pascagoula, Spence Hudson for Hudson Contracting, Inc. and Todd Foster, RPR, Kevin R. Yates for Compton Engineering, Inc. (Project Engineer).

### 2. Items of work to completed or corrected:

The contractor shall provide to the engineer for review a draft of a letter to the home owner explaining the standard operational procedures of the grinder station and contact information of who to contact with the City of Pascagoula if a problem should arise with the grinder station. Upon approval of the draft letter to the home owner by the engineer the contractor shall distribute the letters to the home owners and provide any additional explanation as required.

Note: The City of Pascagoula will be conducting testing of the tracer wire system.  
The City of Pascagoula will be exercising all valves on project after Hudson contracting has made corrections to address items that have been found unsatisfactory during walk through.  
All PVC risers will be replaced with threaded cast iron at valve boxes.

#### Communny Ave.

- Sta. 12+19 – Replace PVC riser with cast iron at valve box.
- Sta. 14+68 – Replace PVC riser with cast iron at valve box.
- Sta. 19+00 – Replacc PVC riser with cast iron at valve box.
- Sta. 21+28 – Install tracer wire box.

The following addresses need to have soils redressed, seeded or sod placed to control erosion in areas disturbed by installing grinder pumps and piping for sewage.

- 709 Communny – Dress up soils and seed.
- 715 Communny – Dress up soils and seed.
- 718 Communny – Dress up soils and seed.
- 802 Communny – Dress up soils and seed. \* May require sod.\*

#### Emerson St.

- Sta. 01+00 – Install tracer wire box.
- Sta. 06+00 – Replace PVC riser with cast iron at valve box and clear access to valve nut.
- Sta. 14+14 – Check valve operation.
- Sta. 16+00 – Remove debris from valve box. For 2" valve supplying service to residents on gravel easement access.
- Sta. 22+37 – Exercise valve north of culvert.
- Sta. 25+06 – Plumb up In Line Clean out and adjust concrete ring over clean out box.
- Sta. 26+21 – Exercise valve near MH 54-33.
- Terminal Clean Out at end of 2" force main on gravel road easement. Install tracer wire box.

The following addresses need to have soils redressed, seeded or sod placed to control erosion in areas disturbed by installing grinder pumps and piping for sewage.

- 4317 Nathan Hale – Dress up soils and seed.
- 4400 Emerson St. – Dress up soils and seed.
- 4404 Emerson St. – Dress up soils and seed.
- 4518 Emerson St. – Dress up soils and place sod to control erosion.
- 4518 Emerson St. – SHOP – Dress up soils and seed.
- 4600 Emerson St. – Dress up soils and seed. Note: Dogs may dig in loose soils. May need sod.
- 4628 Emerson St. – Dress up and seed.

## RESPONSIBILITIES PENDING FINAL COMPLETION

The City of Pascagoula will assume normal maintenance of the Project subject to the Contractor's responsibility to provide warranties and guaranties as set forth in the Contract Documents.

## WARRANTIES AND GUARANTIES

### GENERAL CONDITIONS

#### *6.19 Contractor's General Warranty and Guarantee p. 00700-25*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

#### *14.03 Contractor's Warranty of Title p. 00700-39*

D. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

SECTION 02485 – FINISH GRADING AND GRASSING:

3.3 Maintenance:

3.3.1 Maintenance Period: Begin maintenance immediately after each portion of grass is planted and continue for 6 weeks after all lawn planting is completed.

3.3.2 Maintenance Operations: Water to keep surface soil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and seeding. Replace mulch on banks when washed or blown away. Mow to 2 inches after grass reaches 3 inches in height, and mow frequently enough to keep grass from exceeding 3-1/2 inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.

3.4 Guarantee:

3.4.1 If, at the end of the 8 week lawn maintenance period, a satisfactory stand of grass has not been produced, the Contractor shall renovate and reseed the unsatisfactory portions thereof immediately, or during the next planting season.

3.4.2 A satisfactory stand is defined as grass that has:

3.4.2.1 No bare spots larger than 3 square feet.

3.4.2.2 Not more than 10 percent of total area with bare spots larger than 1 square foot.

3.4.2.3 Not more than 15 percent of total area with bare spots larger than 6 inches square.

3.5 Inspection for Acceptance: Eight weeks after the start of maintenance and on written notice from the Contractor, the Engineer will, within 15 days of such written notice, make an inspection to determine if a satisfactory stand has been produced. If a satisfactory stand has not been established, another inspection will be made after written notice from the Contractor that the grass is ready for inspection following the next growing season.

# FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated: July 16, 2013

Project: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Owner: <b>City of Pascagoula</b>	Funding Agent Contract No.: <b>N/A</b>
Contract: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>		Engineer's 212-029
Contractor: <b>Hudson Contracting, Inc.</b>		
Contractor's Address: (send Certified Mail, Return Receipt Requested) <b>P.O. Box 30</b>		
<b>Waynesboro, MS 39367</b>		

I hereby acknowledge that this contract has been completed in substantial compliance with the items of the Agreement, Specifications and Plans. I, therefore, recommend acceptance of the work and processing of this final estimate as showing the total amount of money due to the Contractor in compliance with the terms of the Contract.

Compton Engineering, Inc.

City of Pascagoula, Owner

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

With the acceptance of this final payment, we, the Contractor, release the Owner and the Engineer and their Agents, from all claims and all liability to us, the Contractor, for all things done or furnished in connection with the Work, and every act of the Owner and others relating to, or arising, out of the Work.

Hudson Contracting, Inc., Contractor

By: *Thomas D. Johnston*  
Authorized Signature

Title: *President*

Date: *7/9/13*



# 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

July 9, 2013

Mr. Steve Mitchell, Operations Manager  
City of Pascagoula  
P.O. Drawer 908  
Pascagoula, MS 39568-0908

Re: Communny Street and Emerson Street Grinder Sewer Projects  
(C.E. Job #: 212-029)

Dear Mr. Mitchell:

Please find enclosed the Contractor's Pay Application Number 3 & Final for the above referenced project. We have reviewed Hudson Contracting, Inc.'s payment application and recommend payment in the amount of \$46,613.20.

If you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

Kevin R. Yates, P.E.  
Project Engineer

KRY:kl

Enclosures

pc: Hudson Contracting, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS

**PAYMENT APPLICATION AND CERTIFICATE**

INVOICE NO.: 3 (FINAL) \_\_\_\_\_

TAX ID. #: 64-0667628 \_\_\_\_\_

APPLICATION NO: 3 (FINAL) \_\_\_\_\_

DATE: 7/8/2013 \_\_\_\_\_

PERIOD FROM: 5/16/13 TO 6/18/13 \_\_\_\_\_

SHEET: 1 OF 3 \_\_\_\_\_

PROJECT: Communny Street and Emerson Street Grinder Sewer Projects

CONTRACTOR: Hudson Contracting, Inc.

1. ORIGINAL CONTRACT SUM	\$ 227,965.00
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:	
ADDITIONS: \$ _____ -      DEDUCTIONS: \$ _____ -	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD	
(List Contract Modification Nos. ____)	
ADDITIONS: \$ _____ -      DEDUCTIONS: \$ _____ -	
4. NET CHANGE BY CONTRACT MODIFICATIONS	
(Sum of Lines 2 & 3)	\$ -
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)	\$ 227,965.00
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)	\$ 205,865.50
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)	90%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)	75%
9. MATERIALS ON HAND (Listing Attached)	\$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT	
(Listing Attached)	\$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)	\$ 205,865.50
12. LESS AMOUNT RETAINED (5%)	\$ 10,293.28
13. APPROVED RETAINAGE REDUCTION	\$ 10,293.28
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)	\$ (0.00)
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)	\$ 205,865.51
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 159,252.30
(Item 15 from Previous Application)	
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)	\$ 46,613.21 (504)

The undersigned Contractor certifies that the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Hudson Contracting, Inc.  
Contractor

*Dom A. Shohan*  
By

7/8/13  
Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Compton Engineering, Inc.  
Engineer

*Kevin R. Yates*  
By

7/9/13  
Date

**BASE BID SCHEDULE 1: COMMUNITY STREET**

Item #	Description	Units	Qty.	Bid Amount Unit Price	Est. Total	Previous Application Qty.	Amount	Current Application Qty.	Amount	Total To-Date Qty.	Amount	% Complete Current Appl.	% Complete Total To-Date
01012-A	Mobilization / Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0.60	\$ 3,000.00	0.40	\$ 2,000.00	1.00	\$ 5,000.00	40.00%	100.00%
01014-A	Erosion / Sediment Control	LS	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00		100.00%
01016-A	Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00		100.00%
01330-A	Construction Survey	LS	1	\$ 500.00	\$ 500.00	0.50	\$ 250.00	0.50	\$ 250.00	1.00	\$ 500.00	50.00%	100.00%
01571-A	Temporary Silt Fence	LF	800	\$ 2.00	\$ 1,600.00		\$ -		\$ -		\$ -		
01572-A	Sediment Control Retention Walls	LF	150	\$ 2.50	\$ 375.00		\$ -		\$ -		\$ -		
02050-A	Saw Cut Asphalt Pavement (All Thicknesses)	LF	50	\$ 20.00	\$ 1,000.00		\$ -		\$ -		\$ -		
02050-B	Saw Cut Concrete Pavement (All Thicknesses)	LF	40	\$ 30.00	\$ 1,200.00		\$ -		\$ -		\$ -		
02050-C	Asphalt Pavement Removal (All Thicknesses)	SY	25	\$ 25.00	\$ 625.00		\$ -		\$ -		\$ -		
02050-D	Concrete Pavement Removal (All Thicknesses)	SY	15	\$ 50.00	\$ 750.00		\$ -		\$ -		\$ -		
02200-A	Import Fill Material	CY	400	\$ 8.00	\$ 3,200.00		\$ -		\$ -		\$ -		
02200-B	Undercut and Haul Off	CY	400	\$ 4.00	\$ 1,600.00		\$ -		\$ -		\$ -		
02200-C	Soils Testing	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -		\$ -		
02247-A	Geotextile Fabric	SY	100	\$ 4.00	\$ 400.00		\$ -		\$ -		\$ -		
02315-A	Limestone Foundation	TON	150	\$ 32.00	\$ 4,800.00		\$ -	2.50	\$ 80.00	2.50	\$ 80.00	1.67%	1.67%
02315-B	6" Stone Pipe Bedding Material	TON	150	\$ 32.00	\$ 4,800.00		\$ -		\$ -		\$ -		
02501-A	2" HDPE (FSP) (SDR11) Force Main (Open Cut Installation)	LF	880	\$ 9.00	\$ 7,920.00	489.00	\$ 4,401.00		\$ -	489.00	\$ 4,401.00		56.57%
02501-B	1-1/4" HDPE (FSP) (SDR11) Force Main (Open Cut Installation)	LF	500	\$ 8.00	\$ 4,000.00	262.00	\$ 2,096.00	477.00	\$ 3,816.00	729.00	\$ 5,932.00	80.00%	137.65%
02501-C	2" HDPE (FSP) (SDR11) Force Main (Directional Bore Installation)	LF	375	\$ 15.00	\$ 5,625.00	438.00	\$ 6,570.00		\$ -	438.00	\$ 6,570.00		118.80%
02501-D	1-1/4" HDPE (FSP) (SDR11) Force Main (Directional Bore Installation)	LF	135	\$ 15.00	\$ 2,025.00	105.00	\$ 1,575.00		\$ -	105.00	\$ 1,575.00		77.78%
02501-E	2" Force Main Isolation Valve	EA	1	\$ 550.00	\$ 550.00	1.00	\$ 550.00		\$ -	1.00	\$ 550.00		100.00%
02501-F	2" Air Release Valve	EA	1	\$ 3,385.00	\$ 3,385.00	1.00	\$ 3,385.00		\$ -	1.00	\$ 3,385.00		100.00%
02501-G	2" In-Line Force Main Clean Out	EA	3	\$ 925.00	\$ 2,775.00	2.00	\$ 1,850.00		\$ -	2.00	\$ 1,850.00		66.67%
02501-H	2" Terminal Force Main Clean Out	EA	1	\$ 680.00	\$ 680.00	1.00	\$ 680.00		\$ -	1.00	\$ 680.00		100.00%
02501-I	1/2" Force Main to an Existing Manhole (To Include Core Drilling Existing Manhole)	EA	1	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00		\$ -	1.00	\$ 1,050.00		100.00%
02501-J	4" PVC (Schedule 40) Sanitary Sewer Service (Open Cut Installation)	LF	530	\$ 4.00	\$ 2,120.00		\$ -	63.00	\$ 252.00	63.00	\$ 252.00	11.88%	11.88%
02501-K	4" Gravity Sewer Service Clean Out	EA	24	\$ 35.00	\$ 840.00		\$ -	4.00	\$ 140.00	4.00	\$ 140.00	16.67%	16.67%
02501-L	1/2" To Existing Sanitary Sewer Service	EA	6	\$ 475.00	\$ 2,850.00		\$ -	4.00	\$ 1,900.00	4.00	\$ 1,900.00	66.67%	66.67%
02501-S	Valves Tracer Wire Box	EA	4	\$ 50.00	\$ 200.00	3.00	\$ 150.00	1.00	\$ 50.00	4.00	\$ 200.00	25.00%	100.00%
02577-A	Concrete Road Repair	SY	15	\$ 63.00	\$ 945.00		\$ -		\$ -		\$ -		
02577-B	Asphalt Road Repair	SY	25	\$ 25.00	\$ 625.00		\$ -		\$ -		\$ -		
02577-D	Concrete Curb and Gutter	LF	10	\$ 35.00	\$ 350.00		\$ -		\$ -		\$ -		
02923-A	Seed	SY	3500	\$ 0.20	\$ 700.00		\$ -	248.00	\$ 74.40	248.00	\$ 74.40	7.09%	7.09%
02923-B	Sod	SY	330	\$ 3.00	\$ 990.00		\$ -		\$ -		\$ -		
02957-A	Coating Existing 6" Diameter Manhole	VP	10	\$ 325.00	\$ 3,250.00	4.50	\$ 1,462.50		\$ -	4.50	\$ 1,462.50		45.00%
02957-07-A	Bypass Pumping Setup - 6" Pump	EA	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -		\$ -		
02957-07-B	Bypass Pumping Operation - 6" Pump	HRS	8	\$ 50.00	\$ 400.00		\$ -		\$ -		\$ -		
02957-07-C	6" Bypass Pumping Line	LF	500	\$ 3.00	\$ 1,500.00		\$ -		\$ -		\$ -		
11063-A	Submittable Grander Pump Station (To Include Wet Well, Control Panel, Pumps, Bump, And All Related Items)	EA	6	\$ 4,965.00	\$ 29,790.00	3.00	\$ 14,895.00	2.00	\$ 9,895.00	5.00	\$ 24,825.00	33.33%	83.33%
<b>TOTAL BASE BID - SCHEDULE 1:</b>					<b>\$ 103,675.00</b>		<b>\$ 43,772.60</b>		<b>\$ 18,492.40</b>		<b>\$ 62,264.80</b>		

**BASE BID SCHEDULE 3: EMERSON STREET**

01012-A	Mobilization / Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0.90	\$ 4,500.00	0.10	\$ 500.00	1.00	\$ 5,000.00	10.00%	100.00%
01014-A	Erosion / Sediment Control	LS	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ -	1.00	\$ 500.00		100.00%
01016-A	Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00		100.00%
01330-A	Construction Survey	LS	1	\$ 500.00	\$ 500.00	0.90	\$ 450.00	0.10	\$ 50.00	1.00	\$ 500.00	10.00%	100.00%
01571-A	Temporary Silt Fence	LF	1100	\$ 2.00	\$ 2,200.00	665.00	\$ 1,330.00		\$ -	665.00	\$ 1,330.00		60.45%
01572-A	Sediment Control Retention Walls	LF	200	\$ 2.50	\$ 500.00	20.00	\$ 50.00		\$ -	20.00	\$ 50.00		10.00%
02050-A	Saw Cut Asphalt Pavement (All Thicknesses)	LF	40	\$ 20.00	\$ 800.00		\$ -		\$ -		\$ -		



ACORD<sub>TM</sub>

Client#: 1779 HUDSO  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 07/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Regions Insurance, Inc. 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157	<b>CONTACT NAME:</b> Jamie White <b>PHONE (A/C, No, Ext):</b> 601-790-8522 <b>E-MAIL ADDRESS:</b> Jamie.L.White@Regions.com	<b>FAX (A/C, No):</b> 601-326-4770
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Hudson Contracting, Inc. Post Office Box 30 Waynesboro, MS 39367	<b>INSURER A:</b> Continental Insurance Co.	NAIC # 35289
	<b>INSURER B:</b> Continental Casualty Company	20443
	<b>INSURER C:</b> American Interstate Ins. Co.	31895
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		2086803300	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		2086803264	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	2086803216	01/01/2013	01/01/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AVWCMS2163842013	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Communny Street and Emerson Street Grinder Sewer Projects: City of Pascagoula and Compton Engineering, Inc. are included as additional insureds on all policies except the worker's compensation policy

<b>CERTIFICATE HOLDER</b> City of Pascagoula P. O. Drawer 908 Pascagoula, MS 39568-0908	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# CONTRACT COMPLETION CERTIFICATE

Dated: July 16, 2013

Project: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Owner: <b>City of Pascagoula</b>	Funding Agency Contract No.: <b>N/A</b>
Contract: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Engineer's Project No.: <b>212-029</b>	
Contractor: <b>Hudson Contracting, Inc.</b>		
Contractor's Address: (send Certified Mail, Return Receipt Requested) <b>P.O. Box 30</b> <b>Waynesboro, MS 39367</b>		

Date Contract Executed: <b>November 28, 2012</b>	Type of Work: The Emerson Street Sewer Project includes installation of approximately 2,400 feet of small diameter force main along Emerson Street and new sanitary sewer services to the current homeowners in the area with grinder lift stations at each house.
Date of Notice to Proceed: <b>January 7, 2013</b>	The Communny Street Sewer Project includes installation of approximately 1,700 feet of small diameter force main along Emerson Street and new sanitary sewer services to the current homeowners in the area with grinder lift stations at each house.

This is to acknowledge that the work covered by the above described contract was completed by the contractor in accordance with final plans and specifications in a satisfactory manner and accepted by the City of Pascagoula on the following date:

Date of Contract Completion: **July 16, 2013**

**Remarks:**

I acknowledge that the above listed project was essentially completed as programmed and in accordance with the procedures and standards contained in the Contract Documents.

City of Pascagoula, Owner

By: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### ONE YEAR INSPECTION

Approximately thirty days prior to July 16, 2014, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.



# FINAL COMPLETION INSPECTION REPORT

Dated: July 16, 2013

Project: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Owner: <b>City of Pascagoula</b>	Funding Agent Contract No.: <b>N/A</b>
Contract: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Date of Contract: <b>November 28, 2012</b>	
Contractor: <b>Hudson Contracting, Inc.</b>	Engineer's Project No.: <b>212-029</b>	

The work performed under this Contract has been inspected for Final Completion by the Engineer, Owner, and Contractor. All the work was found to be complete in accordance with the intent of the Contract Documents at the time of inspection and is recommended for final completion.

Executed by Engineer

Date

# FINAL WAIVER OF LIEN

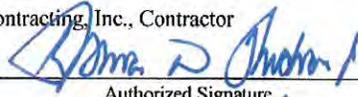
Dated: July 16, 2013

Project: <b>Communy Street and Emerson Street Grinder Sewer Projects</b>	Owner: <b>City of Pascagoula</b>	Funding Agent Contract No.: <b>N/A</b>
Contract: <b>Communy Street and Emerson Street Grinder Sewer Projects</b>	Engineer's Project No.: <b>212-029</b>	
Contractor: <b>Hudson Contracting, Inc.</b>		
Contractor's Address: (send Certified Mail, Return Receipt Requested) <b>P.O. Box 30</b>		
<b>Waynesboro, MS 39367</b>		

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

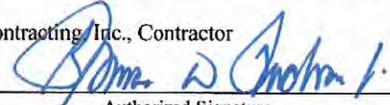
By Hudson Contracting, Inc., Contractor

same being located in JACKSON COUNTY, MISSISSIPPI, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Hudson Contracting, Inc., Contractor  
By:   
Authorized Signature  
Title: President  
Date: 7/9/13

## CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Hudson Contracting, Inc., Contractor  
By:   
Authorized Signature  
Title: President  
Date: 7/9/13

## CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Hudson Contracting, Inc., (Contractor) do hereby certify that payments for all material and labor on Communy Street and Emerson Street Grinder Sewer Projects (Project), for City of Pascagoula (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Hudson Contracting, Inc., Contractor  
By:   
Authorized Signature  
Title: President  
Date: 7/9/13

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*ALA Document G707*

Bond No. 80C000849

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
*(Name and address)*

City of Pascagoula  
603 Watts Ave  
Pascagoula, MS 39567

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

Communy Street and Emerson Street Grinder Sewer Products

CONTRACT DATED: November 9, 2012

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Hudson Contracting, Inc.  
P.O. Box 30  
Waynesboro, MS 39070

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

City of Pascagoula  
603 Watts Ave  
Pascagoula, MS 39567

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 27, 2013  
*(Insert in writing the month followed by the numeric date and year.)*

The Ohio Casualty Insurance Company  
*(Surety)*

*Angie M. Strickland*  
*(Signature of authorized representative)*

Attest: *Gail Thomas*  
(Seal): Gail Thomas, Witness to Surety

Angie M. Strickland Attorney-in-Fact  
*(Printed name and title)*

Surety Phone No. 601-790-8500

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5926979

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Charfauros; Angie M. Strickland; Charles F. Porter; William L. Painter

all of the city of RIDGELAND state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of December, 2012



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 27th day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

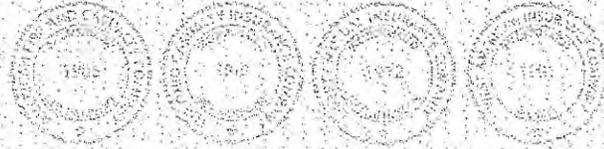
**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2013



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**SECTION 00943-02  
CHANGE ORDER NO. 2  
(SUMMARY CHANGE ORDER)**

Date of Issuance: July 9, 2013 Effective Date: July 16, 2013

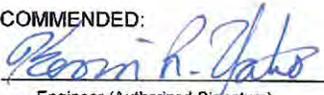
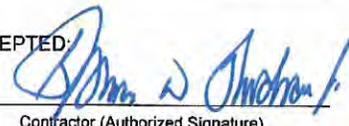
Project: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>	Owner: <b>City of Pascagoula</b>	
Contract: <b>Communny Street and Emerson Street Grinder Sewer Projects</b>		Date of Contract: <b>November 28, 2012</b>
Contractor: <b>Hudson Contracting, Inc.</b>		Engineer's Project No.: <b>212-029</b>
P.O. Box 30, Waynesboro, MS 39367		

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

**Description:** See Attachment No. 1 to Change Order No. 2

**Attachments:** Attachment No. 1 to Change Order No. 2

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$227,965.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>May 7, 2013</u> Ready for final payment (days or date): <u>June 6, 2013</u>
Contract Price prior to this Change Order:  \$227,965.00	Contract Times prior to this Change Order: Substantial completion (days or date): <u>August 10, 2013</u> Ready for final payment (days or date): <u>September 9, 2013</u>
Decrease as of this Change Order:  \$22,099.50	Change of this Change Order: Substantial completion (days or date): <u>0 days</u> Ready for final payment (days or date): <u>0 days</u>
Contract Price incorporating this Change Order:  \$205,865.00	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>August 10, 2013</u> Ready for final payment (days or date): <u>September 9, 2013</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u></u> Contractor (Authorized Signature)
Date: <u>7/9/13</u>	Date: _____	Date: <u>7/9/13</u>

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. 2  
(SUMMARY CHANGE ORDER)**

Item #	Description	Units	Unit Price	Change Order No. 1		Final Quantities		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
<b>BASE BID SCHEDULE 1: COMMUNITY STREET</b>									
01012-A	Mobilization / Demobilization	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0%	0.00
01014-A	Erosion / Sediment Control	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0%	0.00
01016-A	Temporary Traffic Control	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	0%	0.00
01330-A	Construction Survey	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0%	0.00
01571-A	Temporary Silt Fence	LF	\$2.00	800.00	\$1,600.00	0.00	\$0.00	-100%	(1,600.00)
01572-A	Sediment Control Retention Wall	LF	\$2.50	150.00	\$375.00	0.00	\$0.00	-100%	(375.00)
02050-A	Saw Cut Asphalt Pavement (All Thicknesses)	LF	\$20.00	50.00	\$1,000.00	0.00	\$0.00	-100%	(1,000.00)
02050-B	Saw Cut Concrete Pavement (All Thicknesses)	LF	\$30.00	40.00	\$1,200.00	0.00	\$0.00	-100%	(1,200.00)
02050-C	Asphalt Pavement Removal (All Thicknesses)	SY	\$25.00	25.00	\$625.00	0.00	\$0.00	-100%	(625.00)
02050-D	Concrete Pavement Removal (All Thicknesses)	SY	\$50.00	15.00	\$750.00	0.00	\$0.00	-100%	(750.00)
02200-A	Import Fill Material	CY	\$5.00	400.00	\$3,200.00	0.00	\$0.00	-100%	(3,200.00)
02200-B	Undercut and Haul Off	CY	\$4.00	400.00	\$1,600.00	0.00	\$0.00	-100%	(1,600.00)
02200-C	Soils Testing	LS	\$500.00	1.00	\$500.00	0.00	\$0.00	-100%	(500.00)
02247-A	Geotextile Fabric	SY	\$4.00	100.00	\$400.00	0.00	\$0.00	-100%	(400.00)
02315-A	Limestone Foundation	TON	\$32.00	150.00	\$4,800.00	2.50	\$80.00	-98%	(4,720.00)
02315-B	67 Stone Pipe Bedding Material	TON	\$32.00	150.00	\$4,800.00	0.00	\$0.00	-100%	(4,800.00)
02501-A	2" HDPE (IPS) (SDR11) Force Main (Open Cut Installation)	LF	\$9.00	880.00	\$7,920.00	488.00	\$4,401.00	-44%	(3,519.00)
02501-B	1-1/4" HDPE (IPS) (SDR11) Force Main (Open Cut Installation)	LF	\$8.00	530.00	\$4,240.00	729.00	\$5,832.00	36%	1,592.00
02501-C	2" HDPE (IPS) (SDR11) Force Main (Directional Bore Installation)	LF	\$16.00	375.00	\$6,000.00	438.00	\$7,008.00	17%	1,008.00
02501-D	1-1/4" HDPE (IPS) (SDR11) Force Main (Directional Bore Installation)	LF	\$15.00	135.00	\$2,025.00	105.00	\$1,575.00	-22%	(450.00)
02501-E	2" Force Main Isolation Valve	EA	\$550.00	1.00	\$550.00	1.00	\$550.00	0%	0.00
02501-F	2" Air Release Valve	EA	\$3,385.00	1.00	\$3,385.00	1.00	\$3,385.00	0%	0.00
02501-G	2" In Line Force Main Clean Out	EA	\$925.00	3.00	\$2,775.00	2.00	\$1,850.00	-33%	(925.00)
02501-H	2" Terminal Force Main Clean Out	EA	\$680.00	1.00	\$680.00	1.00	\$680.00	0%	0.00
02501-I	Tie 2" Force Main to an Existing Manhole (To Include Core Drilling Existing Manhole)	EA	\$1,050.00	1.00	\$1,050.00	1.00	\$1,050.00	0%	0.00
02501-J	4" PVC (Schedule 40) Sanitary Sewer Service (Open Cut Installation)	LF	\$4.00	530.00	\$2,120.00	63.00	\$252.00	-88%	(1,868.00)
02501-K	4" Gravity Sewer Service Clean Out	EA	\$35.00	24.00	\$840.00	4.00	\$140.00	-83%	(700.00)
02501-L	Tie To Existing Sanitary Sewer Service	EA	\$475.00	6.00	\$2,850.00	4.00	\$1,900.00	-33%	(950.00)
02501-S	Valve Tracer Wire Box	EA	\$50.00	4.00	\$200.00	4.00	\$200.00	0%	0.00
02577-A	Concrete Road Repair	SY	\$65.00	15.00	\$975.00	0.00	\$0.00	-100%	(975.00)
02577-B	Asphalt Road Repair	SY	\$25.00	25.00	\$625.00	0.00	\$0.00	-100%	(625.00)
02577-D	Concrete Curb and Gutter	LF	\$35.00	10.00	\$350.00	0.00	\$0.00	-100%	(350.00)
02923-A	Seed	SY	\$0.30	3,500.00	\$1,050.00	248.00	\$74.40	-93%	(975.60)
02923-A	Sod	SY	\$5.00	350.00	\$1,750.00	0.00	\$0.00	-100%	(1,750.00)
02957-A	Coating Existing 4' Diameter Manhole	VF	\$325.00	4.00	\$1,300.00	4.50	\$1,462.50	-55%	(1,787.50)
02957-07-A	Bypass Pumping Setup - 6" Pump	EA	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	-100%	(1,500.00)
02957-07-B	Bypass Pumping Operation - 6" Pump	HRS	\$50.00	8.00	\$400.00	0.00	\$0.00	-100%	(400.00)
02957-07-C	6" Bypass Pumping Line	LF	\$3.00	500.00	\$1,500.00	0.00	\$0.00	-100%	(1,500.00)
11063-A	Submersible Grinder Pump Station (To Include Wet Well, Control Panel, Floats, Pump, And All Related Items)	EA	\$4,965.00	6.00	\$29,790.00	5.00	\$24,825.00	-17%	(4,965.00)
<b>TOTAL BASE BID SCHEDULE 1:</b>									<b>(41,410.10)</b>

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2  
(SUMMARY CHANGE ORDER)**

Item #	Description	Units	Unit Price	Change Order No. 1		Final Quantities	Difference In Quantities	Total
				Quantity	Ext. Total			
<b>BASE BID SCHEDULE 2: EMERSON STREET</b>								
01012-A	Mobilization / Demobilization	LS	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	0.00
01014-A	Erosion / Sediment Control	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0.00
01016-A	Temporary Traffic Control	LS	\$1,000.00	1.00	\$1,000.00	1.00	\$1,000.00	0.00
01330-A	Construction Survey	LS	\$500.00	1.00	\$500.00	1.00	\$500.00	0.00
01571-A	Temporary Silt Fence	LF	\$2.00	1,100.00	\$2,200.00	555.00	\$1,110.00	(1,090.00)
01572-A	Sediment Control Retention Wattle	LF	\$2.50	200.00	\$500.00	20.00	\$50.00	(450.00)
02050-A	Saw Cut Asphalt Pavement (All Thicknesses)	LF	\$20.00	40.00	\$800.00	0.00	\$0.00	(800.00)
02050-C	Asphalt Pavement Removal (All Thicknesses)	SY	\$25.00	10.00	\$250.00	0.00	\$0.00	(250.00)
02200-A	Import Fill Material	CY	\$8.00	500.00	\$4,000.00	12.00	\$96.00	(3,904.00)
02200-B	Undercut and Haul Off	CY	\$4.00	500.00	\$2,000.00	0.00	\$0.00	(2,000.00)
02200-C	Soils Testing	LS	\$500.00	1.00	\$500.00	0.00	\$0.00	(500.00)
02247-A	Geotextile Fabric	SY	\$4.00	100.00	\$400.00	0.00	\$0.00	(400.00)
02315-A	Limestone Foundation	TON	\$32.00	200.00	\$6,400.00	19.50	\$624.00	(5,776.00)
02315-B	67 Stone Pipe Bedding Material	TON	\$32.00	200.00	\$6,400.00	0.00	\$0.00	(6,400.00)
02501-A	2" HDPE (IPS) (SDR11) Force Main (Open Cut Installation)	LF	\$9.00	1,170.00	\$10,530.00	2,088.00	\$18,792.00	8,262.00
02501-B	1-1/4" HDPE (IPS) (SDR11) Force Main (Open Cut Installation)	LF	\$8.00	620.00	\$4,960.00	1,887.00	\$15,096.00	10,136.00
02501-C	2" HDPE (IPS) (SDR11) Force Main (Directional Bore Installation)	LF	\$16.00	880.00	\$14,080.00	652.00	\$10,432.00	(3,648.00)
02501-D	1-1/4" HDPE (IPS) (SDR11) Force Main (Directional Bore Installation)	LF	\$15.00	30.00	\$450.00	208.00	\$3,120.00	2,670.00
02501-E	2" Force Main Isolation Valve	EA	\$550.00	1.00	\$550.00	2.00	\$1,100.00	550.00
02501-F	2" Air Release Valve	EA	\$3,385.00	1.00	\$3,385.00	1.00	\$3,385.00	0.00
02501-G	2" In Line Force Main Clean Out	EA	\$925.00	4.00	\$3,700.00	5.00	\$4,625.00	925.00
02501-H	2" Terminal Force Main Clean Out	EA	\$680.00	1.00	\$680.00	2.00	\$1,360.00	680.00
02501-I	The 2" Force Main to an Existing Manhole (To Include Core Drilling Existing Manhole)	EA	\$1,050.00	1.00	\$1,050.00	1.00	\$1,050.00	0.00
02501-J	4" PVC (Schedule 40) Sanitary Sewer Service (Open Cut Installation)	LF	\$4.00	620.00	\$2,480.00	335.00	\$1,340.00	(1,140.00)
02501-K	4" Gravity Sewer Service Clean Out	EA	\$35.00	28.00	\$980.00	8.00	\$280.00	(700.00)
02501-L	Tie To Existing Sanitary Sewer Service	EA	\$475.00	7.00	\$3,325.00	20.00	\$9,500.00	6,175.00
02501-S	Valuco Tracer Wire Box	EA	\$50.00	5.00	\$250.00	9.00	\$450.00	200.00
02577-B	Asphalt Road Repair	SY	\$25.00	25.00	\$625.00	0.00	\$0.00	(625.00)
02923-A	Seed	SY	\$0.30	4,800.00	\$1,440.00	1,077.00	\$323.10	(1,116.90)
02923-A	Sod	SY	\$5.00	480.00	\$2,400.00	5.00	\$25.00	(2,375.00)
02957-A	Coating Existing 4' Diameter Manhole	VF	\$325.00	8.00	\$2,600.00	4.50	\$1,462.50	(1,137.50)
02957-07-A	Bypass Pumping Setup - 6" Pump	EA	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	(1,500.00)
02957-07-B	Bypass Pumping Operation - 6" Pump	HRS	\$50.00	8.00	\$400.00	0.00	\$0.00	(400.00)
02957-07-C	6" Bypass Pumping Line	LF	\$3.00	300.00	\$900.00	0.00	\$0.00	(900.00)
11063-A	Submersible Grinder Pump Station (To Include Wet Well, Control Panel, Floats, Pump, And All Related Items)	EA	\$4,965.00	7.00	\$34,755.00	12.00	\$59,580.00	24,825.00
<b>TOTAL BASE BID SCHEDULE 2:</b>				<b>121,490.00</b>	<b>140,800.60</b>	<b>19,310.60</b>		

**ATTACHMENT NO. 1 TO CHANGE ORDER NO. 2  
(SUMMARY CHANGE ORDER)**

Item #	Description	Units	Unit Price	Change Order No. 1		Final Quantities		Difference in Quantities	Total
				Quantity	Ext. Total	Quantity	Amount		
<b>ALTERNATE #1 BID SCHEDULE 3: SPARE PARTS</b>									
11063-B	Grinder Pump	EA	\$850.00	3.00	\$2,550.00	3.00	\$2,550.00	0%	0.00
11063-C	Start Kit (To include start capacitor, run capacitor, and start relay)	EA	\$50.00	5.00	\$250.00	5.00	\$250.00	0%	0.00
<b>TOTAL BID SCHEDULE 3:</b>					<b>2,800.00</b>		<b>2,800.00</b>		<b>0.00</b>

<b>TOTAL BID SCHEDULE 1 + 2 + 3:</b>	<b>227,985.00</b>	<b>205,865.50</b>	<b>(22,099.50)</b>
--------------------------------------	-------------------	-------------------	--------------------

## SPARE PARTS TRANSFER FORM

ATTACHMENT TO DAILY LOG NO: 128

DAY: Tuesday

DATE: May 14, 2013

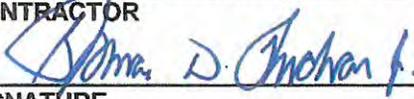
PROJECT: COMMUNY ST. & EMERSON ST. GRINDER SEWER PROJ. PROJECT NO: 212-029

CONTRACTOR: HUDSON CONTRACTING, INC.

Spec No.	Item Description	Quantity	Part No.
11063-B	SPARE GRINDER PUMP	3	MWGL20-21-25
11063-C	20 UFCAPACITOR 2HP RUN	5	CR20-370
11063-C	2HP START CAP	5	CS130-220V
11063-C	START RELAY	5	RS19168

The above listed items have been assembled and ready for delivery to the owner.

DELIVERED BY: HUDSON CONTRACTING, INC.

CONTRACTOR  
  
 SIGNATURE

5/14/13  
 DATE

RECEIVED BY: Todd Best  
 ENGINEER

5/14/2013  
 DATE

The above-listed spare parts have been inspected and inventoried and are hereby accepted, subject to all Contract Provisions, by the Owner.

BY: Margaret Best  
 OWNER REPRESENTATIVE

5-14-13  
 DATE





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Parks & Recreation Dept.

Contact Name: Darcie Crew

Phone: 228-938-2356

**Agenda Topic:** Recreation Commission Resignation

*Attach additional information as necessary*

**Action Requested:**

Accept resignation from Scott Tipton effective June 26, 2013.

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**





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Utility Department

Contact Name: Sharon Woodward

Phone: 372-6881

**Agenda Topic: Vendor agreement with Jackson County Civic Action Committee for payment of utility bills.**

*Attach additional information as necessary*

**Action Requested:**

Authorize City Manager to sign agreement and related documents.

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

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

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



Jackson County Civic Action Committee, Inc.

July 9, 2013

Jerri Rainey  
Pascagoula Utility  
P.O. Drawer 908  
Pascagoula, MS

Dear Ms. Rainey:

Jackson County Civic Action Committee, Inc. and the citizens of Jackson County are grateful for the partnership with Pascagoula Utility. Through this cooperative effort we have provided services for the needy in Jackson County by assisting low-income households with LIHEAP (Low Income Home Energy Assistance Program) funds.

We are submitting the LIHEAP proposal to the Division of Community Services to secure funding for 2014. Each agency has been asked to submit a letter of credit from their energy vendors stating the amount of credit extended to our organization for the pledges that we make on behalf of the client. As you are aware, JCCAC pledge payments to accounts on behalf of the clients weekly. We then forward a payment to your organization within thirty days. Basically, the Division of Community Services (DCS) want to know, is this process "working" and place a dollar value to it. Additionally, they will accept a "not to exceed" amount for the year.

I have included a form for you to complete on the line of credit. We have also included the Vendor Agreement form. Please take a moment out of your very busy schedule to complete the form. Return original to us.

Should you have questions, please contact me a 228-769-3156 or your may email me at [rjoe@jccac.com](mailto:rjoe@jccac.com).

Thank you,

A handwritten signature in cursive script that reads "Rose A. Joe".

Rose A. Joe  
Director of Community Services

Enclosures

**JACKSON COUNTY CIVIC ACTION COMMITTEE,  
INC.**

**5343 JEFFERSON STREET**

**P.O. BOX 8723**

**MOSS POINT, MS 39562**

**Phone: 228-769-3156**

**Fax: 228-769-3264**

**LETTER OF CREDIT**

<b>VENDOR:</b>	Pascagoula Utility
<b>Address:</b>	P O Drawer 908 Pascagoula MS 39567
<b>Telephone Number:</b>	228-938-6635
<b>Contact:</b>	
<b>Credit:</b>	\$
<b>Date:</b>	

Please Check One

Weekly  Monthly  Yearly  Unlimited

Company Representative: \_\_\_\_\_

Mississippi Department of Human Services  
Division of Community Services (DCS)

# Vendor Agreement

The Low-Income Home Energy Assistance Program (LIHEAP) provides assistance to eligible low-income households to pay home energy cost and other energy related services. Payments for assistance will be made by Jackson County Civic Action on behalf of eligible households to the vendor who provided primary source of heating, cooling or service named by the applicant. Checks will be issued to the vendor with a list of eligible households attached to it.

This agreement is between Jackson County Civic Action located at 5343 Jefferson St., Moss Point MS  
and Pascagoula Utility located at P.O. Drawer 908 Pascagoula, MS 39581. By signing  
this agreement and accepting payments on behalf of eligible households, the energy vendor assures:

1. That account number is assigned to each household eligible for energy assistance;
2. That participating households will be charged in the normal billing process, the difference between the actual cost of home energy and the amount of payment made through the program;
3. That participating households will not be treated adversely or differently because of such assistance;
4. That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
5. That amount will be credited to individual eligible household indicated on the listing which accompanies the check; and
6. That they will cooperate with DCS by providing requested information concerning utility usage and cost, etc.

The energy vendor agrees to handle payments in the following manner:

1. Payments must be applied **ONLY** to home energy accounts of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill.
2. Payments must not be applied to business accounts.
3. Payments must be applied **only** for home energy and not to water bills or to offset the cost of garbage collection.
4. If, after a payment is credited to the recipient's account, and a credit balance results, this must be noted in the energy vendor's records and shown on the recipient's next bill. **CASH REFUNDS ARE STRICTLY FORBIDDEN.**
6. If a recipient having a credit balance as a result of LIHEAP benefit showing on the energy vendor's book should die (with out spouse) or move out of the State of Mississippi, any amount exceeding the balance owed your company must be refunded to Jackson County Civic Action. Refunds must be identified with the year credit occurred, name, address, and account number of the recipient.
6. If a recipient having a credit balance as a result of LIHEAP benefit moves to a different region or changes vendors (gas to electricity), the credit balance may be transferred, provided the recipient notifies the vendor of the name and new account number. In the event that no request was made by the recipient within a reasonable time frame, the credit balance must be refunded to Jackson County Civic Action.
7. Refunds should be sent to P. O. Box 8723, Moss Point MS 39563 and a listing of refunds should be mailed to DCS.
8. Refund any interest money resulting from unused LIHEAP payment made on behalf of a client, when a client no longer needs service due to relocation, death, etc.
9. The vendor listing form LJ-4 must be properly completed and returned to the local contractor agency no later than 30 days after receipt.
10. All recipient accounts should be credited immediately and absolutely no later than ten (10) days after receipt of check from Jackson County Civic Action. It is important that all your branch offices are contacted to ensure that recipients' accounts are credited in a timely manner.
11. The energy vendor agrees to provide one contact person to Jackson County Civic Action who will ensure that all accounts are credited and answer questions concerning utility shut off and direct vendor payment.
12. The Jackson County Civic Action agrees to provide to the energy vendor the name of a specific individual who the energy vendor may contact in case of questions concerning the Direct Vendor Program and LIHEAP.
13. The energy vendor agrees that no household receiving assistance will be treated **adversely or differently** because of such assistance under applicable provisions of the State Law or public regulatory requirements, and energy vendor receiving payment agrees not to discriminate, either in the cost of goods supplied or the services provided against the eligible household in whose behalf payments are made.

The State of Mississippi may cause this agreement to be terminated by a written notice for failure of either party to comply with the provisions herein or when it is deemed to be in the best interest of the State, client, or LIHEAP statute.

Signature of Local Subgrantee Agency Officer

Signature of Energy Vendor Officer

Name & Title

Name & Title

Date

Date



### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Manager

Contact Name: Joe Huffman

Phone: 938-6614

**Agenda Topic:** City Council Teambuilding Session

*Attach additional information as necessary*

**Action Requested:**

Set the date for the City Council Teambuilding Session to be held on August 13-14, 2013, at the Senior Center and approve the attached agenda.

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

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

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

PASCAGOULA CITY COUNCIL TEAMBUILDING SESSION  
AUGUST 13-14, 2013  
PASCAGOULA SENIOR CENTER

**Tuesday, August 13**

1. Team Building Exercise (8:00 a.m. – 9:30 a.m.)
  2. Vision/Mission/Strategies (9:30 a.m.- 12:00 p.m.)  
(Values/Beliefs/Philosophy)
- Lunch (12:00 p.m. – 1:00 p.m.)
3. Communication (1:00 p.m. – 2:15 p.m.)  
Internal to team and staff  
External to the Public and media
  4. Open to ideas/suggestions

**Wednesday, August 14**

1. Roles and Expectations (8:00 a.m. – 9:00 a.m.)
  2. Local Government (9:00 a.m. – 11:00 a.m.)  
Interaction with agencies
  3. Skills Enhancement Session (11:00 a.m. – 12:00 p.m.)  
Communication with the media
- Lunch (12:00 p.m. – 1:00 p.m.)
4. Tour of facilities and project areas (1:00 p.m. – 3:00 p.m.)
  5. Free for all Session



**AGENDA ITEM REQUEST FORM**

Meeting Date: July 23, 2013

Submitting Department or Individual: City Manager

Contact Name: Joe Huffman

Phone: 938-6614

**Agenda Topic: National League of Cities Annual Conference**

*Attach additional information as necessary*

**Action Requested:**

Approve registration fees and travel expenses for Council to attend the NLC Annual Conference in Seattle, Washington, on November 13-16, 2013.

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

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

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

**NATIONAL LEAGUE of CITIES**  
**CONGRESS OF CITIES AND EXPOSITION**  
**SEATTLE, WASHINGTON**  
**NOVEMBER 13 -16, 2013**



**Online Registration and Housing**

- Online registration is quick, easy, and secure.
- Online registration requires credit card payment.
- NLC accepts American Express, MasterCard or VISA.
- The credit card being supplied for payment will be charged through VeriSign™ immediately when online registration is submitted. We will not accept alternate forms of payment or change of payment type once registration is submitted. Duplicate payments will be returned.
- **\*\*Note:** You must be able to access a secure server in order to register for the conference online.
- You must register for the conference here before you can make housing reservations. Once registration is completed you will be directed to the housing website.

In order to determine your NLC Membership status, please provide the following information and press the "Register online with a credit card" button below.

**\*\*Note:** All fields in red are required.

First Name:

Last Name:

Email:

Please note that each registrant is required to have a unique email address in order to register.

City:

State:

None

**TYPE OF REGISTRANT**

- NLC Member City
- Associate Member
- SML Member
- Non-Member City
- Student
- First Time Attendee
- Youth Chaperone

None of the above

**Need help registering? Call (888) 319-3864 or (703) 449-6418**

**Password Required**

The following categories require a password; please contact [memberservices@nlc.org](mailto:memberservices@nlc.org), if you did not receive a password.

- I am an SML Official
- I am a Corporate Partner
- I have a Promotion Code

None of the above

**Register Online**

**INDIVIDUAL REGISTRATION**

Please note that we have moved to all online registration.

**GROUP REGISTRATION**

**National League of Cities Group Registration Policy**

Groups of 5 or more will receive a complimentary 6th registration, provided the registration form is complete and paid in full. To receive the group incentive, all individuals should register at the same time via the group registration form. Registrations for the group incentive cannot be made online; they must be submitted by fax or mailed to the address on the form.

Housing section - copy the housing page, list the name, city and state of the delegate in the area provided at the top of the housing form, select the housing for each delegate and submit the registration form and all housing forms at the same time to ensure the paperwork is processed together.

- [Download the Group Registration & Housing Form](#)

**After Group Registration is completed**

Each team member will receive a confirmation with instructions on how to add housing and Leadership Training Institute seminars.

**Already Registered?**

- Provide your registration ID number below (registration ID number can be found in your email confirmation).
- Provide the email address used for registration below.

**Login to**

- Update contact information.
- Modify registration selections.
- Print a registration confirmation.
- Add and/or modify hotel reservations.

**COC Registration ID #:**

*(Can be found in your email confirmation)*

Email Address:

**Login**

**CONGRESS OF CITIES REGISTRATION FEES (Nov. 13-16)**

	Early Bird by 7/30
NLC Member City	\$495
SML Member City	\$595
Non-Member City	\$645
First Time Attendee	\$405
Student	\$175
Spouse/Guest	\$95
Youth Delegate (15-18)	\$110
Youth Chaperone	\$110

**Chaperones may not be elected officials.**

**NATIONAL SUMMIT ON YOUR CITY'S FAMILIES REGISTRATION FEES (Nov. 12-14)**

	Early Bird by 7/30
NLC Member City	\$395
Non Member City	\$490

**COMBO REGISTRATION FEES - INCLUDES CONGRESS OF CITIES AND NATIONAL SUMMIT ON YOUR CITY'S FAMILIES (Nov. 12-16)**

	Early Bird by 7/30
NLC Member City	\$645
Non Member City	\$730



**AGENDA ITEM REQUEST FORM**

Meeting Date: 7/23/13

Submitting Department or Individual: City Manager

Contact Name: Joe Huffman

Phone: 938-6614

**Agenda Topic:** The Whitten Group proposal

*Attach additional information as necessary*

**Action Requested:**

Approve the proposal of The Whitten Group in an amount of \$5,140 for Amy Whitten to facilitate the City Council Teambuilding Session to be held on August 13-14, 2013.

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

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

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

# Proposal for Professional Services

*City of Pascagoula Leadership Retreat*

*Submitted by The Whitten Group, P.A.*

*July 18, 2013*

2 days facilitator on site cost	(@\$1500 per day)	\$3000.00
Up to 10 hours preparation and And material development (including Telephone conference with each Councilperson)	(@\$150 per hour)	\$1500.00
Travel	(actual)	@550.00
Participant materials	(\$15 per person)	@\$90.00
Post Retreat Written Report	(No cost)	
Projected overall total		\$5140.00

---

Amy D. Whitten, Principal

The Whitten Group, P.A.



Amy Whitten is an attorney, law professor, and organizational consultant with over thirty (30) years' experience. A former Woman Lawyer of the Year for Mississippi, Whitten founded The Whitten Group in 1996 to forge partnerships with private and public sector organizations in search of excellence in their people, processes, and performance. Since that time, the Group has partnered with hundreds of organizations and created numerous award winning programs focused on succession planning, accelerated skill building, and leadership excellence.

Whitten is a former executive manager, having led teams as large as eighty (80) people and as small as fifteen (15). She has won numerous awards for her work, including the coveted Stennis Award for Excellence, the Governor's Power of One Award, and the Mississippi Bar Award of Merit. She has been named to Mississippi's Top Fifty Businesswomen and is listed in the top 5% of Mississippi's lawyers. She is a recognized authority on employment law and leadership and is a highly sought after keynote speaker on motivational topics. At present, Whitten serves as a member of Mississippi's legal team addressing the state's losses after the Deep Water Horizon oil spill

Whitten serves on several corporate boards and is a previous President of the Board of Institutions of Higher Learning, an elite board which presides over Mississippi's public university system and its 85,000 students.

The Whitten Group maintains an active client base of over 100 clients and, since 1996, has provided consulting and/or development services to well over 1000 clients. Over 75% of the Whitten Group's accelerated leadership programs have won regional or national accolades, including the National Government Training Award in 2005, and most recently the State of Mississippi's Innovation Award in 2012.

Amy Whitten believes in real partnership, hard work at the front lines, and real results. The Whitten Group reflects this standard.







### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Recreation Commission. Need to consider appointments to the Commission.**

*Attach additional information as necessary*

**Action Requested:**

Authorize City Manager to solicit applications for appointments to the Recreation Commission.

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**





### AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** **Appointment of Planning Board. Presently the members are:**  
**Ward 1 - Mike Gilly**  
**Ward 2 - Joe Odom**  
**Ward 3 - Wesley Smith**  
**Ward 4 - Matt Parker**  
**Ward 5 - Alan Wiley**  
**At Large - Linda Eiland Tillman**  
**Mayoral - Etienne Melcher**

---

*Attach additional information as necessary*

**Action Requested:**

Appoint Planning Board.

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**





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Appointment of Planning Board Vice-Chairman. Presently the Vice-Chairman is Ward 4 - Matt Parker**

*Attach additional information as necessary*

**Action Requested:**

Appoint Planning Board Vice-Chairman.

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**





**AGENDA ITEM REQUEST FORM**

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Appointment of Planning Board Chairman. Presently the Chairman is Ward 3 - Wesley Smith**

*Attach additional information as necessary*

**Action Requested:**

Appoint Planning Board Chairman.

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**





**AGENDA ITEM REQUEST FORM**

Meeting Date: July 23, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Appointment of Municipal Election Commission. Presently the members are:**  
**Pat Ellis**  
**Chris Lee**  
**Michael Murphy**  
**Charles Robertson**  
**Alice Walker**

*Attach additional information as necessary*

**Action Requested:**

Appoint Municipal Election Commission.

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**





## AGENDA ITEM REQUEST FORM

Meeting Date: 07/23/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman Phone: 228-938-6651

### Agenda Topic: Adoption of MDA Assets Mapping Recommendations

*Attach additional information as necessary*

#### Action Requested:

Mississippi Development Authority (MDA) and a group of volunteers performed an Assets Mapping of Pascagoula last winter. A team from MDA presented the findings of this study in June 2013. This report established a baseline of identified assets for Pascagoula as well as provided suggestions on strategies to enhance existing assets and strategies to improve potential assets. Per the suggestion of the MDA team, the City would like to formally adopt four recommendations:

1. Developing and implementing a 'Stop the Commute Program' to educate commuters on the true costs of a daily commute;
2. Combining Arts on the Avenue into the visitors center;
3. Working with the Pascagoula School System to expand the hours of operation of the Pascagoula Interactive Center; and
4. Developing and implementing an "Only in Pascagoula" marketing campaign to highlight the uniqueness of Pascagoula.

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 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**





## AGENDA ITEM REQUEST FORM

Meeting Date: July 23, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** Claims Docket for July 23, 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 of June 28, 2013, through July 19, 2013 has been presented to the City Council for allowance and approval; and **WHEREAS**, the below claim numbers 06-07-01, 06-21-02, and 06-03 have also been presented to the City Council for allowance and approval:

June 7, 2013

Claim # 06-07-01

010	General Fund	\$ 481,843.25
400	Pascagoula Utilities	21,782.94
480	Solid Waste	500.29
093	Hurricane Isaac	<u>1,099.88</u>
	Total	<u>\$ 505,226.36</u>

June 21, 2013

Claim # 06-21-02

010	General Fund	\$ 465,460.65
400	Pascagoula Utilities	21,776.13
480	Solid Waste Mgmt.	<u>555.89</u>
	Total	<u>\$ 487,792.67</u>

Miscellaneous Claim

Claim # 06-03

1000	City Share FICA	\$ 48,471.63
1100	City Share Medicare	11,336.10
7000	City Share PERS	<u>112,832.78</u>
	Total	\$ 172,640.51

**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 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>A &amp; B DISCOUNT TIRES INC</b>					
6787	TIRE REPAIR/ST-45	01020170 - 552100		13003415	\$31.00
6787	TIRE REPAIR/BOBCAT	01020170 - 552100		13003415	\$94.50
<b>VENDOR TOTAL:</b>					<b>\$125.50</b>
<b>A-1 AUTO PARTS AND REPAIR INC</b>					
6763	A/C REPAIRS/ST-5	01020175 - 562610		13003721	\$73.20
<b>VENDOR TOTAL:</b>					<b>\$73.20</b>
<b>ABSOLUTE PROTECTION INC</b>					
6746	ALARM/SCRANTON MUSEUM	01030175 - 562900		13003728	\$436.00
6746	WATER PLANT MONITORING	40067275 - 562880		13000299	\$90.00
<b>VENDOR TOTAL:</b>					<b>\$526.00</b>
<b>ACCURATE CONTROL EQUIPMENT INC</b>					
6746	QUARTERLY LEASE AGMT/POSTAGE METER	01009075 - 562045		13000357	\$1,693.20
<b>VENDOR TOTAL:</b>					<b>\$1,693.20</b>
<b>ACE PARTY RENTALS</b>					
6746	DINOSAUR SPACE WALK/REC DEPT	01030175 - 567100		13003581	\$110.00
<b>VENDOR TOTAL:</b>					<b>\$110.00</b>
<b>ACTION PRINTING CENTER INC</b>					
6747	BUSINESS CARDS/MAYOR/COUNCIL	01000175 - 559000		13003561	\$210.00
6772	PRINTING/MAIL-OUTS/FLOOD PROTECTION	01018075 - 559000		13003814	\$286.79
6772	PRINTING/MAIL-OUTS/FLOOD PROTECTION	01018075 - 559000		13003814	\$399.67
6772	COMPLAINT/CITATION FORMS	01018075 - 559000		13003662	\$162.48
<b>VENDOR TOTAL:</b>					<b>\$1,058.94</b>
<b>AD2</b>					
6747	CONSTANT CONTACT EMAIL	01007075 - 558500		13000153	\$59.10
<b>VENDOR TOTAL:</b>					<b>\$59.10</b>
<b>AIRGAS USA LLC</b>					
6748	CYLINDER RENTAL/PROPERTY MAINT	01024070 - 552530		13003808	\$33.66
6748	CYLINDER RENTAL/PROPERTY MAINT	01024070 - 552530		13003808	\$22.29
6748	CYLINDER RENTAL/ST DEPT	01020170 - 552530		13003808	\$29.87
6753	COMPRESSED OXYGEN	01010070 - 551900		13003747	\$22.43
6786	CYLINDER RENTAL	01030175 - 563050		13004012	\$150.60
6747	CYLINDER RENTAL/GAS DEPT	40067470 - 552530		13003808	\$24.18
6747	CYLINDER RENTAL/GAS DEPT	40067470 - 552530		13003808	\$177.58
6748	CYLINDER RENTAL/WATER DEPT	40067270 - 552530		13003808	\$26.08
<b>VENDOR TOTAL:</b>					<b>\$486.69</b>

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>AMAZON COM</b>					
6785	CORK SHEETS	01010070 - 551900		13003761	\$173.81
6785	HANGING FILE RAILS	01040270 - 550000		13003712	\$9.51
<b>VENDOR TOTAL:</b>					<b>\$183.32</b>
<b>BAKERS SPORTING GOOD</b>					
6783	BULBS FOR BOAT	01010070 - 551900		13003906	\$92.76
<b>VENDOR TOTAL:</b>					<b>\$92.76</b>
<b>BARGAIN ANNEX</b>					
6763	UNIFORM PANTS	01010070 - 551500		13003528	\$45.96
<b>VENDOR TOTAL:</b>					<b>\$45.96</b>
<b>BARNEYS POLICE SUPPLIES</b>					
6773	ARMOR PLATES FOR VESTS	04014880 - 578700		13003951	\$2,285.10
<b>VENDOR TOTAL:</b>					<b>\$2,285.10</b>
<b>BAYOU CONCRETE</b>					
6783	CONCRETE-LOXLEY	01020175 - 562415		13003421	\$427.50
6784	CONCRETE-CITY COMPOUND	01020175 - 562415		13003421	\$808.75
6784	CONCRETE-VICTOR ST NORTH	01020175 - 562415		13003421	\$242.50
6784	CONCRETE-HOSPITAL RD	01020175 - 562415		13003421	\$412.50
6784	CONCRETE-CITY COMPOUND	01020175 - 562415		13003421	\$288.75
6784	CONCRETE-CHICOT ST	01020175 - 562415		13003421	\$427.50
6784	CONCRETE-CITY COMPOUND	01020175 - 562415		13003421	\$335.00
6784	CONCRETE-MARTIN ST	01020175 - 562415		13003421	\$427.50
6784	CONCRETE-14TH ST	01020175 - 562415		13003421	\$331.00
6784	CONCRETE-LAKEVIEW & SHEPARD	01020175 - 562415		13003421	\$436.50
<b>VENDOR TOTAL:</b>					<b>\$4,137.50</b>
<b>BELL AUTO PARTS</b>					
6764	FREON	01020175 - 562600		13003804	\$128.50
6764	BUSH HOG BLADE/BOLTS/NUTS/PM-12	01024070 - 552020		13003773	\$496.50
6764	OIL/HYD FLUID/FILTER/PM-12	01024070 - 552000		13003656	\$60.28
6764		01024070 - 552020		13003656	\$76.00
6764	MISC STOCK/TRUCK PARTS/FIRE DEPT	01016570 - 552020		13003851	\$1,020.84
6781	OIL DRY	01016170 - 551900		13003983	\$159.00
6748	RADIATOR/S-12	40067375 - 562600		13003774	\$845.00
6764	POPVALVE/BAYOU CASOTTE PLANT	40067275 - 562880		13003811	\$13.65
<b>VENDOR TOTAL:</b>					<b>\$2,799.77</b>
<b>BELSON OUTDOORS INC</b>					
6785	BAGS/DOGI-POT	01030170 - 552600		13003943	\$104.00
<b>VENDOR TOTAL:</b>					<b>\$104.00</b>

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>BOBS GARAGE &amp; BODY SHOP</b>					
6748	AUTO MAINT/#12060	01010075 - 562600		13003838	\$206.06
6748	AUTO MAINT/#12520	01010075 - 562600		13003838	\$41.00
6748	AUTO MAINT/#14529	01010075 - 562600		13003838	\$39.00
6748	AUTO MAINT/#12520	01010075 - 562600		13003838	\$91.08
6748	AUTO MAINT/#14142	01010075 - 562600		13003838	\$129.98
6749	AUTO MAINT/#14236	01010075 - 562600		13003897	\$41.00
6749	AUTO MAINT/#12166	01010075 - 562600		13003897	\$434.11
6749	AUTO MAINT/#12507	01010075 - 562600		13003897	\$46.00
6749	AUTO MAINT/#12501	01010075 - 562600		13003897	\$224.80
6749	AUTO MAINT/#12929	01010075 - 562600		13003897	\$44.00
6749	AUTO MAINT/#14141	01010075 - 562600		13003897	\$44.00
6787	BRAKE PADS/ROTOR	40067175 - 562600		13003873	\$244.32
6787	OIL CHANGE/U-20	40067175 - 562600		13003873	\$27.00
<b>VENDOR TOTAL:</b>					<b>\$1,612.35</b>
<b>BROWN , MITCHELL &amp; ALEXANDER INC</b>					
6763	BEACHFRONT PROMENADE	10041075 - 568440	10703	13002657	\$22,269.35
<b>VENDOR TOTAL:</b>					<b>\$22,269.35</b>
<b>STEPHEN W BURROW</b>					
6780	MUNICIPAL JUDGE PRO TEM	01001075 - 555400		13004052	\$360.00
<b>VENDOR TOTAL:</b>					<b>\$360.00</b>
<b>JENNIFER BYRD</b>					
6772	ZUMBA INSTRUCTOR	01030175 - 568950		13003965	\$55.50
<b>VENDOR TOTAL:</b>					<b>\$55.50</b>
<b>BYRDS AUTOMOTIVE INC</b>					
6749	AUTO MAINT/#12932	01010075 - 562600		13003831	\$1,650.23
6749	AUTO MAINT/#12518	01010075 - 562600		13003832	\$1,536.15
6749	AUTO MAINT/#12504	01010075 - 562600		13003832	\$370.78
<b>VENDOR TOTAL:</b>					<b>\$3,557.16</b>
<b>CABLE ONE INC</b>					
6749	6/27-7/26/13 DIGITAL RECEIVER FEE	01010575 - 563050		13003835	\$5.65
6750	7/5-8/4/13 INTERNET SVC/LAKE AVE FIRE	01009975 - 556040		13003905	\$105.95
6750	7/7-8/6/13 INTERNET SVC/BAYOU CASOTTE	01009975 - 556040		13003905	\$105.95
6750	7/4-8/3/13 INTERNET SVC/SR CTR	01009975 - 556040		13003905	\$105.95
6769	7/13-8/12/13 CABLE SVC/SR CTR	01009975 - 556040		13003994	\$11.00
6780	7/21-8/20/13 INTERNET SVC/FIRING RANGE	01009975 - 556040		13004038	\$156.95
6781	7/15-8/13/13 INTERNET SVC/CITY HALL	01009975 - 556040		13004038	\$115.95
<b>VENDOR TOTAL:</b>					<b>\$607.40</b>
<b>CELLULAR SOUTH</b>					

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6768	6/13 WIRELESS CARD SVC FEE	01010575 - 556040		13003948	\$1,904.40
6768	6/13 CELL PHONE SVC	01008075 - 556020		13003992	\$3,391.83
<b>VENDOR TOTAL:</b>					<b>\$5,296.23</b>

**CENTRAL PIPE SUPPLY INC**

6761	PVC PIPE/LUBE PIPE	40067380 - 578400		13003260	\$1,209.60
6761	LUBE PIPE	40067380 - 578400		13003260	\$84.16
6765	FERNCO COUPLING	40067370 - 552860		13003654	\$86.45
6765	FERNCO COUPLING	40067370 - 552860		13003654	\$1,140.90
<b>VENDOR TOTAL:</b>					<b>\$2,521.11</b>

**CHRISTIAN PREUS LANDSCAPE ARCHITECTURE**

6765	ENVIRONMENTAL TRAIL ADMIN	10041075 - 568440	71307	13003933	\$2,875.00
<b>VENDOR TOTAL:</b>					<b>\$2,875.00</b>

**CITY ELECTRIC SUPPLY CO**

6750	LIGHT KITS/WALKING TRAIL	01030170 - 552600		13003551	\$720.00
6750	ELECTRICAL REPAIRS/REC DEPT	01030170 - 552200		13003672	\$623.16
6750		01030170 - 552600		13003672	\$186.60
6750	RETURN ELECTRICAL SUPPLIES	01030170 - 552200			\$-50.60
6750	LIGHTS/PARKS	01030170 - 552600		13003499	\$1,437.04
6751	BULBS/ PW OFFICE	01024070 - 551900		13003163	\$307.20
6761	MISC ELECTRICAL SUPPLIES	01024070 - 552200		13003208	\$240.79
6761	MISC ELECTRICAL SUPPLIES	01024070 - 552200		13003208	\$1,133.52
6763	ELECTRICAL SUPPLIES/LIVE OAK	01040475 - 567100		13003014	\$158.04
6765	MISC ELECTRICAL	01024070 - 552200		13003646	\$219.64
6774	LIGHT BULBS/IG LEVY TRAIL	01030170 - 552600		13003837	\$749.76
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$74.70
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$27.50
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$92.05
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$26.10
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$73.09
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$93.21
6783	ELECTRICAL SUPPLIES	01030170 - 552200		13003452	\$170.21
6750	RED UPSIDE DOWN PAINT/W-17	40067270 - 551900		13002557	\$54.00
6751	TRACER WIRE	40067480 - 578500		13003781	\$625.55
6751	CONTACTOR/OVERLOAD RELAY	40067370 - 552850		13003159	\$114.50
6751	NUT DRIVER	40067270 - 553000		13003182	\$11.42
6764	ELECTRICAL SUPPLIES/BRIARWOOD LIFT	40067370 - 552850		13003780	\$369.55
<b>VENDOR TOTAL:</b>					<b>\$7,457.03</b>

**CITY OF PASCAGOULA**

6753	7/13 GROUP HEALTH INS	01000165 - 541000			\$6,241.67
6753		01001065 - 541000			\$3,566.67
6753		01002065 - 541000			\$1,783.33
6753		01004065 - 541000			\$1,783.33

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6753	7/13 GROUP HEALTH INS	01005065 - 541000			\$2,675.00
6753		01005565 - 541000			\$1,783.33
6753		01006065 - 541000			\$1,783.33
6753		01007065 - 541000			\$4,458.33
6753		01008065 - 541000			\$1,783.33
6753		01010065 - 541000			\$2,675.00
6753		01010565 - 541000			\$21,400.00
6753		01011065 - 541000			\$16,941.67
6753		01011265 - 541000			\$36,558.33
6753		01011565 - 541000			\$3,566.67
6753		01013065 - 541000			\$1,783.33
6753		01015565 - 541000			\$891.67
6753		01016065 - 541000			\$2,675.00
6753		01016165 - 541000			\$48,150.00
6753		01016265 - 541000			\$891.67
6753		01016565 - 541000			\$891.67
6753		01018065 - 541000			\$8,916.67
6753		01024165 - 541000			\$1,783.33
6753		01025065 - 541000			\$1,783.33
6753		01030065 - 541000			\$2,675.00
6753		01030165 - 541000			\$10,700.00
6753		01040265 - 541000			\$3,566.67
6753		01040465 - 541000			\$1,783.33
6753	7/13 GROUP HEALTH INS	40065065 - 541000			\$891.67
6753		40065265 - 541000			\$6,241.67
6753		40067165 - 541000			\$3,566.67

**VENDOR TOTAL: \$204,191.67**

**CITY SHOE SHOP INC #1**

6757	UNIFORM SHOES/BOOTS	01010070 - 551500		13003527	\$89.95
------	---------------------	-------------------	--	----------	---------

**VENDOR TOTAL: \$89.95**

**REGINA COBB**

6773	REIMBURSEMENT/CIAP/GRINDER PUMP	10041075 - 568440	91104	13004017	\$1,461.62
6773	REIMBURSEMENT/CIAP/GRINDER PUMP	10041075 - 568440	91104	13004018	\$1,461.62

**VENDOR TOTAL: \$2,923.24**

**COMPTON ENGINEERING P A**

6775	FEMA ELEVATION CERTIFICATE	01009975 - 560100		13004020	\$350.00
------	----------------------------	-------------------	--	----------	----------

**VENDOR TOTAL: \$350.00**

**CONSOLIDATED PIPE & SUPPLY CO INC**

6764	DRAIN BASIN W/GRATE	01020175 - 562400		13002777	\$1,810.00
6764	DRAINAGE PIPE	01020175 - 562400		13002777	\$1,852.20
6765	PIPE/TEE/GRATE/COUPLER	01020175 - 562400		13003592	\$25,625.00
6765	DRAINAGE PIPE	01020175 - 562400		13003592	\$6,356.00

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6773	DRAIN PIPE/BAYOU RD PROJECT	01020175 - 562400		13003786	\$13,171.20
6773	DRAIN PIPE/BAYOU RD PROJECT	01020175 - 562400		13003786	\$2,822.40
6773	DRAIN BASIN/BAYOU RD PROJECT	01020175 - 562400		13003786	\$3,620.00
6751	PIPE SUPPLIES/NEW LAUNDRY MAT/DENNY AV	40067270 - 552820		13003231	\$198.00
6751	MISC SUPPLIES/NEW LAUNDRY MAT/DENNY A	40067270 - 552820		13003231	\$3,555.00
6751	MUELLER FLANGE REPAIR KIT	40067270 - 552820		13003719	\$384.00
6751	PVC PIPE/GAL PIPE LUBE	40067280 - 578300		13003742	\$6,702.00
6764	CURB STOPS	40067280 - 578300		13003338	\$2,528.00
6764	CC CORP/CURB STOP NO LEAD	40067280 - 578300		13003338	\$1,702.00
6773	TAPPING SLEEVE/VALVE	40067280 - 578300		13003503	\$164.00
6773	TAPPING SLEEVE/VALVE/MEGALUG	40067280 - 578300		13003503	\$3,906.00
6773	MISC SUPPLIES/EASTLAWN SUBDIVISION	40067480 - 578500		13003584	\$1,455.00
6773	PANDER PIPE PLUG	40067480 - 578500		13003584	\$600.00
<b>VENDOR TOTAL:</b>					<b>\$76,450.80</b>

**TINA COPPAGE**

6751	TRAVEL REIMBURSEMENT/DISPATCER	01010075 - 557000		13003836	\$60.00
<b>VENDOR TOTAL:</b>					<b>\$60.00</b>

**JAMES PATRICK COX**

6787	PARKER BUILDING ROOF REPAIRS	01040480 - 578600		13004079	\$11,000.00
<b>VENDOR TOTAL:</b>					<b>\$11,000.00</b>

**CRIME TARGET SECURITY SYSTEMS**

6752	SECURITY MONITORING/SR CTR	01030075 - 568006		13000214	\$26.00
6752	SECURITY MONITORING/FIRING RANGE	01015575 - 562900		13000215	\$15.00
6752	SECURITY MONITORING/BEACH PARK	01030175 - 568006		13000216	\$23.00
6752	SECURITY MONITORING/ART DEPOT	01030075 - 568006		13000217	\$10.00
<b>VENDOR TOTAL:</b>					<b>\$74.00</b>

**CUPIT SIGNS INC**

6765	SIGNS/LIGHTHOUSE PARK	01030170 - 552600		13003005	\$489.90
<b>VENDOR TOTAL:</b>					<b>\$489.90</b>

**DANNY'S TOWING AND SERVICE CENTER**

6752	TOW/S-10	40067375 - 562610		13003116	\$250.00
<b>VENDOR TOTAL:</b>					<b>\$250.00</b>

**DELTA PROCESS EQUIPMENT INC**

6752	PORTABLE PUMP	40067370 - 552850		13002735	\$3,260.00
<b>VENDOR TOTAL:</b>					<b>\$3,260.00</b>

**DELTA SANITATION LLC**

6752	7/13 FRONT LOAD SVC	48068575 - 561400		13003908	\$1,333.66
6768	6/13 RENT/HAUL/4015 14TH ST	48068575 - 561400		13003996	\$670.00

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6768	6/13 RESIDENTAL SVC	48068575 - 561100		13003997	\$52,884.48
6768		48068575 - 561300		13003997	\$13,014.54
6768		48068575 - 561400		13003997	\$8,592.00
6768		48068575 - 568960		13003997	\$17,352.72
<b>VENDOR TOTAL:</b>					<b>\$93,847.40</b>

**DELTA WORLD TIRE**

6786	TIRE REPAIR/PR-37	01030175 - 562600		13003942	\$122.48
6752	REAR TIRES/G-14	40067470 - 552100		13003680	\$268.43
<b>VENDOR TOTAL:</b>					<b>\$390.91</b>

**DEPARTMENT OF FINANCE & ADMIN**

6752	6/13 COURT ASSESSMENTS	01000000 - 220300		13003914	\$45,137.05
6752		01000000 - 220303		13003914	\$254.25
<b>VENDOR TOTAL:</b>					<b>\$45,391.30</b>

**DIAMOND HEATING & COOLING SERVICES INC**

6787	A/C REPAIRS/COTTAGE D	01009075 - 562250	80000	13004078	\$176.50
6787	A/C REPAIRS/COTTAGE D	01009075 - 562250	80000	13004078	\$518.35
6787	A/C REPAIRS/COTTAGE D	01009075 - 562250	80000	13004078	\$398.90
6787	A/C REPAIRS/COTTAGE F	01009075 - 562250	80000	13004078	\$123.50
6788	A/C REPAIRS/COTTAGE F	01009075 - 562250	80000	13004078	\$581.75
6788	A/C REPAIRS/COTTAGE B	01009075 - 562250	80000	13004078	\$84.20
<b>VENDOR TOTAL:</b>					<b>\$1,883.20</b>

**DIXIE GLASS & TRIM SHOP**

6765	LEXAN/REC CENTER	01030170 - 552200		13003840	\$29.54
<b>VENDOR TOTAL:</b>					<b>\$29.54</b>

**DPC ENTERPRISES, L. P.**

6757	CHLORINE/WATER PLANTS	40067270 - 552260		13003666	\$686.40
6757	CHLORINE/WATER PLANTS	40067270 - 552260		13003666	\$561.60
6757	CHLORINE/WATER PLANTS	40067270 - 552260		13003666	\$624.00
<b>VENDOR TOTAL:</b>					<b>\$1,872.00</b>

**DPS CRIME LAB**

6752	6/13 PUB SAFETY COURT ASSESSMENTS	01000000 - 220302		13003921	\$3,111.00
<b>VENDOR TOTAL:</b>					<b>\$3,111.00</b>

**BRIDGETTE DUEITT**

6765	REIMBURSEMENT/ANCHOR SQ DEPOSIT	01000000 - 220520		13003939	\$582.00
<b>VENDOR TOTAL:</b>					<b>\$582.00</b>

**GILDA TIA EDWARD**

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6774	ZUMBA INSTRUCTOR	01030175 - 568950		13003966	\$57.75
<b>VENDOR TOTAL:</b>					<b>\$57.75</b>
<hr/>					
<b>ESTABROOK MOTOR CO INC</b>					
6757	REPAIRS 2007 FORD/PB-10	01018075 - 562600		13003591	\$743.34
<b>VENDOR TOTAL:</b>					<b>\$743.34</b>
<hr/>					
<b>EXPRESS EMPLOYMENT PROFESSIONALS</b>					
6765	TEMP/S DUNN/PD	01010565 - 542000		13003896	\$663.60
6768	TEMP/J GODWIN	01007065 - 540000		13004001	\$578.00
<b>VENDOR TOTAL:</b>					<b>\$1,241.60</b>
<hr/>					
<b>FORD MOTOR CREDIT CO.-MUNICIPAL</b>					
6774	2013 F150 SSV/ LEASE PAYMENT	01011085 - 580836		13000672	\$633.94
<b>VENDOR TOTAL:</b>					<b>\$633.94</b>
<hr/>					
<b>FRED'S JANITORIAL, INC</b>					
6768	6/13 JANITORIAL SERVICES	01009075 - 562100		13001042	\$8,977.00
<b>VENDOR TOTAL:</b>					<b>\$8,977.00</b>
<hr/>					
<b>FUELMAN OF MS</b>					
6753	6/17-23/13 FUEL USAGE	01010070 - 551300		13003846	\$4,827.39
6753		01016070 - 551300		13003846	\$195.60
6753		01016170 - 551300		13003846	\$463.92
6753		01018070 - 551300		13003846	\$159.42
6753		01020170 - 551300		13003846	\$1,245.43
6753		01024070 - 551300		13003846	\$223.01
6753		01024170 - 551300		13003846	\$219.23
6753		01025070 - 551300		13003846	\$68.98
6753		01030170 - 551300		13003846	\$504.88
6753	6/24-30/13 FUEL USAGE	01004070 - 551300		13003925	\$25.66
6753		01010070 - 551300		13003925	\$4,923.86
6753		01016070 - 551300		13003925	\$184.26
6753		01016170 - 551300		13003925	\$612.54
6753		01018070 - 551300		13003925	\$202.09
6753		01020170 - 551300		13003925	\$1,529.92
6753		01024070 - 551300		13003925	\$128.59
6753		01024170 - 551300		13003925	\$241.39
6753		01025070 - 551300		13003925	\$62.78
6753		01030070 - 551300		13003925	\$78.58
6753		01030170 - 551300		13003925	\$537.15
6766	7/1-7/13 FUEL USAGE	01010070 - 551300		13003958	\$3,493.78
6766		01016070 - 551300		13003958	\$52.85
6766		01016170 - 551300		13003958	\$486.11
6766		01018070 - 551300		13003958	\$84.73

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6766	7/1-7/13 FUEL USAGE	01020170 - 551300		13003958	\$764.18
6766		01024070 - 551300		13003958	\$50.80
6766		01024170 - 551300		13003958	\$329.77
6766		01025070 - 551300		13003958	\$71.51
6766		01030170 - 551300		13003958	\$96.44
6780	7/8-14/13 FUEL USAGE	01010070 - 551300		13004044	\$5,353.61
6780		01016070 - 551300		13004044	\$298.98
6780		01016170 - 551300		13004044	\$452.11
6780		01018070 - 551300		13004044	\$123.38
6780		01020170 - 551300		13004044	\$1,774.59
6780		01024070 - 551300		13004044	\$124.68
6780		01024170 - 551300		13004044	\$287.94
6780		01025070 - 551300		13004044	\$114.31
6780		01030070 - 551300		13004044	\$68.16
6780		01030170 - 551300		13004044	\$367.58
6753	6/17-23/13 FUEL USAGE	40067170 - 551300		13003846	\$211.18
6753		40067270 - 551300		13003846	\$622.91
6753		40067370 - 551300		13003846	\$346.84
6753		40067470 - 551300		13003846	\$675.19
6753	6/24-30/13 FUEL USAGE	40067170 - 551300		13003925	\$162.59
6753		40067270 - 551300		13003925	\$659.17
6753		40067370 - 551300		13003925	\$685.07
6753		40067470 - 551300		13003925	\$654.95
6766	7/1-7/13 FUEL USAGE	40067170 - 551300		13003958	\$40.83
6766		40067270 - 551300		13003958	\$197.88
6766		40067370 - 551300		13003958	\$270.03
6766		40067470 - 551300		13003958	\$95.91
6780	7/8-14/13 FUEL USAGE	40067170 - 551300		13004044	\$135.55
6780		40067270 - 551300		13004044	\$755.46
6780		40067370 - 551300		13004044	\$673.55
6780		40067470 - 551300		13004044	\$670.27
<b>VENDOR TOTAL:</b>					<b>\$37,687.57</b>

**GIBSON MAINTENANCE LLC**

6774	KATRINA REPAIRS/CITY WIDE MITIGATION	09556875 - 562900	50604	13003277	\$32,655.30
<b>VENDOR TOTAL:</b>					<b>\$32,655.30</b>

**GLEN HENDERSON LOGGING & TRUCKING CO, INC**

6766	BOARDS/LOWBOY TRAILER	01020175 - 562610		13003785	\$84.00
<b>VENDOR TOTAL:</b>					<b>\$84.00</b>

**GRINER DRILLING SERVICE INC**

6766	REPAIRS/COMMUNY WELL #4	40067270 - 552820		13003865	\$12,097.00
<b>VENDOR TOTAL:</b>					<b>\$12,097.00</b>

**GULF BREEZE LANDSCAPING**

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6774	WATERBAGS/PALM TREES	01024170 - 552330		13003729	\$1,493.40
<b>VENDOR TOTAL:</b>					<b>\$1,493.40</b>

**GULF SALES & SUPPLY INC**

6757	BATTERIES	01015570 - 552200		13003520	\$192.00
6782	WHITE KNIT RAGS	01020170 - 552500		13003414	\$93.00
6782	ROLL TWISTED TWINE	01020170 - 552500		13003414	\$7.37
6782	MARKING PAINT	01020170 - 552500		13003414	\$54.00
6782	CONSTRUCTION MATERIALS	01020170 - 552500		13003414	\$116.45
6782	CONSTRUCTION MATERIALS	01020170 - 552500		13003414	\$90.72
6782	5 GAL WATER COOLER	01020170 - 552500		13003414	\$35.00
6782	2 CYCLE OIL	01020170 - 552500		13003414	\$7.80
6783	PORTABLE SAW BLADE	01020170 - 552500		13003414	\$5.75
6753	RAGS	40067470 - 551900		13003644	\$93.00
6753	UPSIDE DOWN MARKING PAINT	40067470 - 552840		13003703	\$561.00
6753	WATER STOP	40067380 - 578400		13003737	\$972.00
6753	RAGS	40067380 - 578400		13003737	\$62.00
6757	WASH BROOM/W-18/W-14	40067270 - 551900		13003778	\$50.64
6757	COOLER BRACKET/W-17	40067270 - 551900		13003777	\$74.00
6766	D-BATTERIES/GAS DEPT	40067470 - 551900		13003857	\$30.90
<b>VENDOR TOTAL:</b>					<b>\$2,445.63</b>

**HAYGOODS INDUSTRIAL ENGRAVERS**

6753	T-SHIRTS/SUMMER CAMP	01030175 - 567000		13003402	\$2,333.50
6753	NAME PLATES/ GAVEL/STRICKER	01000175 - 568990		13003543	\$180.00
6753		01006070 - 550000		13003543	\$20.00
6754	ADMISSION SIGNS/SCRANTON MUSEUM	01030170 - 551900		13003829	\$40.00
<b>VENDOR TOTAL:</b>					<b>\$2,573.50</b>

**HOTARD COACHES**

6754	HANK AARON STADIUM/SUMMER CAMP	01030175 - 567000		13002965	\$1,893.97
6754	GULF ISLAND WATER PARK/SUMMER CAMP	01030175 - 567000		13002965	\$2,477.31
<b>VENDOR TOTAL:</b>					<b>\$4,371.28</b>

**J L MCCOOL CONTRACTORS INC**

6766	STREET STRIPING/ EDEN ST	01020175 - 562480		13003805	\$15,150.00
<b>VENDOR TOTAL:</b>					<b>\$15,150.00</b>

**JACKSON CO ADULT DETENTION CENTER**

6768	6/13 PRISONERS MEALS	01011570 - 551700		13003949	\$2,289.30
<b>VENDOR TOTAL:</b>					<b>\$2,289.30</b>

**KING'S INC**

6766	PARTS/LADDER 1 & 2	01016570 - 552020		13003850	\$570.29
------	--------------------	-------------------	--	----------	----------

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$570.29</b>
<hr/>					
<b>KLJ CONSULTING LLC</b>					
6766	2013 ACTION PLAN CONSULTING/CDBG	10041075 - 568440	71206	13003934	\$1,485.00
<b>VENDOR TOTAL:</b>					<b>\$1,485.00</b>
<hr/>					
<b>KNIGHT ABBEY COMMERCIAL PRINTERS</b>					
6780	SUMMER COMMUNITY NEWSLETTER PRINTIN	01007075 - 559000		13004027	\$3,825.95
<b>VENDOR TOTAL:</b>					<b>\$3,825.95</b>
<hr/>					
<b>ALICE LACHAUSSEE</b>					
6754	POTTERY CLASS INSTRUCTOR	01040475 - 568955		13003826	\$420.00
<b>VENDOR TOTAL:</b>					<b>\$420.00</b>
<hr/>					
<b>LASSITER CONSTRUCTION</b>					
6787	TOPSOIL	01020170 - 552500		13003343	\$3,375.00
<b>VENDOR TOTAL:</b>					<b>\$3,375.00</b>
<hr/>					
<b>LOCKARD &amp; WILLIAMS INSUR SERV PA</b>					
6760	6/26-7/9/13 CLAIMS RUN	50050075 - 568010			\$101,858.61
6775	2ND QTR RISK POOL ASSESSMENT	50050075 - 568011			\$2,100.00
6779	6/13 FSA MONTHLY ADMIN FEES	50050075 - 568011			\$14.60
<b>VENDOR TOTAL:</b>					<b>\$103,973.21</b>
<hr/>					
<b>LOWES HOME CENTERS INC</b>					
6757	BUILDING MATERIALS	01015570 - 552200		13003522	\$48.38
6757	BUILDING MATERIALS	01015570 - 552200		13003522	\$31.52
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$46.99
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$8.53
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$82.56
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$21.80
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$18.03
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$25.56
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$38.41
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$349.42
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$31.30
6758	BUILDING MATERIALS	01015570 - 552200		13003522	\$35.75
6759	BUILDING MATERIALS	01015570 - 552200		13003522	\$27.05
6759	BUILDING MATERIALS	01015570 - 552200		13003522	\$45.79
6759	BUILDING MATERIALS	01015570 - 552200		13003522	\$21.34
6759	RETURN BUILDING MATERIALS	01015570 - 552200		13003522	\$-8.49
6759	RETURN BUILDING MATERIALS	01015570 - 552200		13003522	\$-18.02
6759	SUPPLIES/NATURE CTR	01030170 - 551900		13003756	\$49.98
6761	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$38.63
6761	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$96.64

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6761	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$43.40
6761	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$28.48
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$4.14
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$11.70
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$2.07
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$29.32
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$15.12
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$29.43
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$9.84
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$31.80
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$9.48
6762	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$28.17
6763	FIELD & COURT SUPPLIES	01030170 - 552600		13003450	\$37.02
6763	PRESSURE WASHER/RECREATION DEPT	01030170 - 553500		13003822	\$236.55
6775	INSECT/LAWN SUPPLIES	01024170 - 552300		13003986	\$199.32
6777	POSTING STAKES	01018070 - 552200		13003813	\$19.90
6777	MISC BUILDING MATERIALS	01018080 - 578000		13003457	\$372.57
6777	MISC BUILDING MATERIALS	01018080 - 578000		13003457	\$321.27
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$22.65
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$33.23
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$34.62
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$28.42
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$97.02
6777	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$20.76
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$56.94
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$10.32
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$21.21
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$7.56
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$30.36
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$22.36
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$30.37
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$50.30
6778	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$47.22
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$8.51
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$11.48
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$6.62
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$97.32
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$59.08
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$22.72
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$37.02
6779	CONSTRUCTION MATERIALS	01020170 - 552500		13003417	\$22.25
6781	TORCH SET	01030170 - 553500		13003462	\$284.05
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$15.16
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$22.78
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$19.94
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$16.15
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$20.86

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$33.22
6781	BUILDING MATERIALS	01030170 - 552200		13003451	\$20.87
6782	BUILDING MATERIALS	01030170 - 552200		13003451	\$56.49
6782	BUILDING MATERIALS	01030170 - 552200		13003451	\$16.13
6782	BUILDING MATERIALS	01030170 - 552200		13003451	\$62.68
6785	WASHER/CENTRAL FIRE	01016770 - 552200		13003984	\$341.14
6785	HYDRANT MAINTENANCE SUPPLIES	01016770 - 552200		13003915	\$106.32
6785	HYDRANT MAINTENANCE SUPPLIES	01016770 - 552200		13003915	\$185.98
6786	LANDSCAPE SUPPLIES	01024170 - 552300		13003985	\$127.97
6759	LIME/CONCRETE MIX/PALLET	40067370 - 552860		13003738	\$455.69
6759	CONCRETE MIX/PALLET	40067370 - 552860		13003738	\$293.30
<b>VENDOR TOTAL:</b>					<b>\$5,277.82</b>

**M & E FEED & SEED**

6780	DOG FOOD/K-9 OFFICERS	01011270 - 551470		13003879	\$187.96
<b>VENDOR TOTAL:</b>					<b>\$187.96</b>

**MACLAND ASH DISPOSAL INC**

6776	06/13 WASTE DISPOSAL	48068575 - 561150		13003717	\$48.75
6776	06/13 WASTE DISPOSAL	48068575 - 561150		13003717	\$18.00
6776	06/13 WASTE DISPOSAL	48068575 - 561150		13003717	\$68.75
<b>VENDOR TOTAL:</b>					<b>\$135.50</b>

**MALLETTE BROTHERS CONSTRUCTION INC**

6776	ASPHALT/ST DEPT	01020175 - 562420		13003410	\$2,731.50
<b>VENDOR TOTAL:</b>					<b>\$2,731.50</b>

**MATTHEW BENDER & COMPANY INC**

6779	ONLINE LEGAL RESEARCH	01006070 - 550200		13004051	\$475.00
<b>VENDOR TOTAL:</b>					<b>\$475.00</b>

**MCCAIN UNIFORMS**

6759	BADGES/SMET UNIT	04215075 - 568100		13002755	\$368.33
<b>VENDOR TOTAL:</b>					<b>\$368.33</b>

**AMEE E MCCLENDON**

6754	KANVAS & KOOL AID INSTRUCTOR	01040475 - 568955		13003827	\$56.25
<b>VENDOR TOTAL:</b>					<b>\$56.25</b>

**MERCURY INSTRUMENTS INC**

6760	BATTERY RECEPTACLES	40067470 - 552830		13003436	\$492.27
<b>VENDOR TOTAL:</b>					<b>\$492.27</b>

**METRO CONCRETE LLC**

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6777	CONCRETE/LOUISE ST	01020175 - 562415		13003419	\$504.00
<b>VENDOR TOTAL:</b>					<b>\$504.00</b>
<hr/>					
<b>MILLERS NURSERY</b>					
6774	PLANTS/WELCOME SIGN	01024170 - 552300		13003900	\$900.00
<b>VENDOR TOTAL:</b>					<b>\$900.00</b>
<hr/>					
<b>SHEILA MINCHEW</b>					
6754	REIMBURSEMENT/SHOES	40067170 - 551500		13003872	\$49.99
<b>VENDOR TOTAL:</b>					<b>\$49.99</b>
<hr/>					
<b>THE MISSISSIPPI BAR</b>					
6766	MS BAR 2013 MEMBERSHIP DIRECTORY	01006070 - 550200		13003848	\$23.00
<b>VENDOR TOTAL:</b>					<b>\$23.00</b>
<hr/>					
<b>TABBITHA S MOSELY</b>					
6774	LINE DANCING INSTRUCTOR	01030175 - 568950		13003967	\$112.50
<b>VENDOR TOTAL:</b>					<b>\$112.50</b>
<hr/>					
<b>MS DEPT OF INFORMATION TECHNOLOGY SVC</b>					
6754	NCIC SERVICE FEE	01010075 - 562610		13003891	\$224.00
6763	6/13 ETHERNET CIRCUIT	01009975 - 556040		13003912	\$1,685.45
<b>VENDOR TOTAL:</b>					<b>\$1,909.45</b>
<hr/>					
<b>MS GULF COAST REGIONAL WASTEWATER</b>					
6766	7/13 WASTEWATER SERVICES	40067375 - 561500		13000432	\$158,449.00
<b>VENDOR TOTAL:</b>					<b>\$158,449.00</b>
<hr/>					
<b>MS LAW ENFORCEMENT ACADEMY</b>					
6754	ACADEMY REFRESHER/SANABRIA	01013075 - 557700		13003881	\$900.00
<b>VENDOR TOTAL:</b>					<b>\$900.00</b>
<hr/>					
<b>MS POWER COMPANY</b>					
6768	6/13 POWER BILLS	01009975 - 561000	80000	13003993	\$235.80
6768		01009975 - 561000		13003993	\$40,125.40
6768		01030175 - 561000		13003993	\$9,739.28
6768	6/13 POWER BILLS	40065575 - 561000		13003993	\$33,392.33
<b>VENDOR TOTAL:</b>					<b>\$83,492.81</b>
<hr/>					
<b>MS STATE FIRE ACADEMY</b>					
6774	INTERVENTION RESCUE SURVIVAL TECHNIQU	05016875 - 557260		13003982	\$340.00
<b>VENDOR TOTAL:</b>					<b>\$340.00</b>
<hr/>					
<b>MS STATE TAX COMMISSION</b>					

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6754	UNDERCOVER STICKERS (4)	01010075 - 562600		13003833	\$64.00
6766	GOV TAG/PB-16	01018075 - 562600		13003953	\$12.00
<b>VENDOR TOTAL:</b>					<b>\$76.00</b>
<b>NEWELL WHOLESALE PAPER CO</b>					
6755	PAPER TOWEL/TOILET PAPER	01030170 - 551420		13003744	\$310.17
6760	COPY PAPER/CITY HALL	01004070 - 550020		13003676	\$277.50
6774	COPY PAPER/CODE BUILDING	01018070 - 550020		13003678	\$30.15
<b>VENDOR TOTAL:</b>					<b>\$617.82</b>
<b>OL' MAGNOLIA PEST CONTROL</b>					
6755	7/13 PEST CONTROL	01009075 - 562110		13002031	\$187.50
<b>VENDOR TOTAL:</b>					<b>\$187.50</b>
<b>O'REILLY AUTO PARTS</b>					
6761	MISC AUTO PARTS	01024175 - 562600		13003824	\$61.27
6761		01030175 - 562600		13003824	\$77.15
6761	WIPER BLADES	01030175 - 562600		13003824	\$8.98
6776	CLEANING SUPPLIES/WASH BRUSHES	40067275 - 562600		13003731	\$57.94
<b>VENDOR TOTAL:</b>					<b>\$205.34</b>
<b>PANDLE INC</b>					
6776	STREET MILLING / PINE ST	01020175 - 562450		13003741	\$11,546.40
<b>VENDOR TOTAL:</b>					<b>\$11,546.40</b>
<b>ANNA EVANS PEREZ</b>					
6755	REIMBURSEMENT COMMUNY/EMERSON	10041075 - 568440	91104	13003828	\$1,168.23
<b>VENDOR TOTAL:</b>					<b>\$1,168.23</b>
<b>PERKINS TIRE &amp; POLARIS</b>					
6760	REPAIR TIRE/PR-29	01030175 - 562600		13003762	\$193.15
<b>VENDOR TOTAL:</b>					<b>\$193.15</b>
<b>PERSONAL TOUCH AUTO DETAIL &amp;</b>					
6767	VEHICLE MAINT/PB-4-8-12	01018075 - 562600		13003870	\$90.00
<b>VENDOR TOTAL:</b>					<b>\$90.00</b>
<b>PET HARBOR</b>					
6755	RAMBO/MISO YEARLY EXAMS	01010070 - 550120		13003883	\$586.00
<b>VENDOR TOTAL:</b>					<b>\$586.00</b>
<b>PETTY CASH/ACCOUNTING</b>					
6755	5/3-6/28/13 PETTY CASH REIMBURSEMENT	01010075 - 562600		13003853	\$10.00
6755		01030075 - 567000		13003853	\$4.27

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6755	5/3-6/28/13 PETTY CASH REIMBURSEMENT	01030175 - 567000		13003853	\$93.61
6755	5/3-6/28/13 PETTY CASH REIMBURSEMENT	10041075 - 568400	11005	13003853	\$34.53
6755		10041075 - 568440	71306	13003853	\$10.00
<b>VENDOR TOTAL:</b>					<b>\$152.41</b>

**PETTY CASH/POLICE**

6755	PETTY CASH REIMBURSEMENT	01010070 - 550000		13003869	\$63.59
6755		01010070 - 551900		13003869	\$81.98
6755		01010575 - 568990		13003869	\$23.01
<b>VENDOR TOTAL:</b>					<b>\$168.58</b>

**PETTY CASH/RECREATION**

6755	5/15-6/24/13 PETTY CASH REIMBURSEMENT	01024175 - 562600			\$10.76
6755		01030170 - 551900			\$14.09
6755		01030175 - 562600			\$22.12
6755		01030175 - 567000			\$10.00
6755		01030175 - 567100			\$4.26
<b>VENDOR TOTAL:</b>					<b>\$61.23</b>

**POWELL CONSTRUCTION SERVICE INC**

6755	TRAFFIC SIGNAL MAINTENANCE	01024070 - 552450		13003787	\$166.00
<b>VENDOR TOTAL:</b>					<b>\$166.00</b>

**PUBLIC SAFETY ACADEMICS AND CONSULTING**

6755	TRAINING/J PRISOCK	01013075 - 567000		13003893	\$300.00
6755	TRAINING/RADER/ASHLEY/PRISOCK	01013075 - 557700		13003894	\$900.00
<b>VENDOR TOTAL:</b>					<b>\$1,200.00</b>

**RADIOSHACK**

6784	TV/DVD/SCRANTON MUSEUM	10041075 - 568400	11005	13003579	\$269.99
<b>VENDOR TOTAL:</b>					<b>\$269.99</b>

**RUBBER STAMPS UNLIMITED**

6756	SIGNATURE STAMP	01005070 - 551900		13003820	\$36.70
<b>VENDOR TOTAL:</b>					<b>\$36.70</b>

**S & S WORLDWIDE INC**

6760	SUPPLIES/SUMMER CAMP	01030175 - 567000		13003302	\$43.71
<b>VENDOR TOTAL:</b>					<b>\$43.71</b>

**NEIL SCOTT**

6780	SOCCER INSTRUCTOR	01030175 - 568950		13003956	\$1,893.00
<b>VENDOR TOTAL:</b>					<b>\$1,893.00</b>

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>SHAKTI MA LLC</b>					
6767	REIMBURSEMENT/COMMUNY EMERSON PROJ	10041075 - 568440	91104	13003975	\$454.75
<b>VENDOR TOTAL:</b>					<b>\$454.75</b>
<b>SHRED IT</b>					
6768	DOCUMENT SHREDDING/PD	01010575 - 563050		13003952	\$71.08
<b>VENDOR TOTAL:</b>					<b>\$71.08</b>
<b>SOUTHERN BARKS INC</b>					
6775	WALKING TRAIL MULCH	01030170 - 552600		13003077	\$910.00
6775	WALKING TRAIL MULCH	01030170 - 552600		13003077	\$1,030.00
<b>VENDOR TOTAL:</b>					<b>\$1,940.00</b>
<b>SOUTHERN FINANCIAL SYSTEMS INC</b>					
6756	6/1-15/13 COURT FINE PAYMENT	01000030 - 432800		13003889	\$1,066.57
<b>VENDOR TOTAL:</b>					<b>\$1,066.57</b>
<b>SOUTHERN PIPE &amp; SUPPLY CO INC</b>					
6776	PLUMBING SUPPLIES	01015570 - 552200		13003519	\$4.71
6776	PLUMBING SUPPLIES	01015570 - 552200		13003519	\$135.28
6776	PLUMBING SUPPLIES	01015570 - 552200		13003519	\$15.14
6776	PLUMBING SUPPLIES	01015570 - 552200		13003519	\$63.09
6786	SELF CLOSING RELIEF VALVE	01030170 - 552200		13003449	\$11.94
6786	CLOSET REPAIR KIT	01030170 - 552200		13003449	\$25.46
6786	SWIVEL GOOSENECK	01030170 - 552200		13003449	\$84.90
6756	SELF CLOSING RELIEF VALVE	40067270 - 552810		13003810	\$11.94
<b>VENDOR TOTAL:</b>					<b>\$352.46</b>
<b>SOUTHWEST ENGINEERS</b>					
6756	JANITORIAL SUPPLIES	01016770 - 551420		13003476	\$296.00
<b>VENDOR TOTAL:</b>					<b>\$296.00</b>
<b>SPANISH TRAIL LANES</b>					
6786	BOWLING/SUMMER CAMP	01030175 - 567000		13003979	\$214.00
<b>VENDOR TOTAL:</b>					<b>\$214.00</b>
<b>SPORTS CONDUCTOR, LLC</b>					
6775	REGISTRATION FEES/REC CENTER	01030175 - 568950		13003972	\$489.75
<b>VENDOR TOTAL:</b>					<b>\$489.75</b>
<b>STAPLES OFFICE SUPPLY</b>					
6767	SCREEN FILTER	01004070 - 550000		13003757	\$105.99
6759	CAMERA FOR LINE LOCATOR	40067270 - 551900		13003755	\$33.49
6759		40067370 - 551900		13003755	\$33.49

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
6759	CAMERA FOR LINE LOCATOR	40067470 - 551900		13003755	\$33.50
<b>VENDOR TOTAL:</b>					<b>\$206.47</b>
<b>STEINER SAW &amp; MOWER</b>					
6767	REPAIR SMALL EQUIPMENT	01016570 - 552020		13003847	\$206.25
<b>VENDOR TOTAL:</b>					<b>\$206.25</b>
<b>SUMRALL'S CONSTRUCTION CO, INC</b>					
6767	BEACHFRONT PROMENADE	01040275 - 568500	10703	13002667	\$16,655.45
6767	BEACHFRONT PROMENADE	10041075 - 568440	10703	13002667	\$66,621.81
<b>VENDOR TOTAL:</b>					<b>\$83,277.26</b>
<b>SUNBELT FIRE APPARATUS INC</b>					
6774	E-ONE COMMERCIAL HAZMAT VEHICLE	10041075 - 568440	21206	13003424	\$308,273.43
<b>VENDOR TOTAL:</b>					<b>\$308,273.43</b>
<b>TEAM ONE COMMUNICATIONS INC</b>					
6780	RADIO BATTERIES	01011270 - 551900		13003750	\$1,240.00
<b>VENDOR TOTAL:</b>					<b>\$1,240.00</b>
<b>TEKLINKS</b>					
6756	7/13 TEKFILTER	01008075 - 562010		13000808	\$230.00
<b>VENDOR TOTAL:</b>					<b>\$230.00</b>
<b>TERRY MILLER,</b>					
6788	RECORDING/RIGHT OF ENTRY/P EAVES	10041075 - 568440	91104	13004049	\$12.00
<b>VENDOR TOTAL:</b>					<b>\$12.00</b>
<b>TURF MASTERS</b>					
6775	PEACH ROSES/DOWNTOWN BEDS	01024170 - 552330		13003652	\$450.00
<b>VENDOR TOTAL:</b>					<b>\$450.00</b>
<b>TYLER TECHNOLOGIES INC</b>					
6780	PROJECT/GRANT ACCOUNTING MODULE	01008070 - 550105		13000685	\$1,175.00
<b>VENDOR TOTAL:</b>					<b>\$1,175.00</b>
<b>UNITED SITE SERVICE OF MS LLC</b>					
6775	6/21-24/13 PORTABLE/LIGHTHOUSE PARK	01030175 - 563050		13003950	\$94.00
6775	6/18-7/17/13 PORTABLE/DIXIE YOUTH	01030175 - 563050		13003945	\$164.00
6775	6/24-7/23/13 PORTABLE/WILLOW ST	10041075 - 568440	71202	13004016	\$50.00
<b>VENDOR TOTAL:</b>					<b>\$308.00</b>
<b>THE UPS STORE</b>					
6756	SHIPPING/TRAFFIC SIGNAL REPAIRS	01024070 - 552450		13003932	\$106.88

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$106.88</b>
<b>W A REYNOLDS WHOLESALE CO</b>					
6756	JANITORIAL SUPPLIES	01015570 - 551420		13003518	\$300.00
6756	JANITORIAL SUPPLIES	01040470 - 551900		13002843	\$124.75
6763	SNACKS/SUMMER CAMP	01030175 - 567000		13003399	\$64.79
6763	SNACKS/SUPPLIES/SUMMER CAMP	01030175 - 567000		13003399	\$224.44
6763	JANITORIAL SUPPLIES/RECREATION DEPT	01030170 - 551420		13003447	\$189.26
6768	JANITORIAL SUPPLIES	01040470 - 551900	80000	13003910	\$64.16
6786	MISC SUPPLIES	01030075 - 567000		13003210	\$229.79
6767	GLADE AIR SPRAY	40067070 - 551420		13003960	\$29.70
<b>VENDOR TOTAL:</b>					<b>\$1,226.89</b>
<b>WALMART COMMUNITY</b>					
6756	MICROWAVE/SAFE/SCRANTON MUSEUM	01030170 - 551900		13003898	\$49.97
6756		01030170 - 553500		13003898	\$49.00
6760	FIRST AID KIT/NATURE CTR	01030170 - 551900		13002970	\$9.97
6760	SUPPLIES/FLAGSHIP RIDE	01030175 - 567100		13002970	\$46.55
6760	SUPPLIES/NATURE CTR	01030170 - 551900		13003760	\$44.19
6785	JANITORIAL SUPPLIES	01015570 - 551420		13003524	\$199.59
6785	SUPPLIES/SUMMER CAMP	01030175 - 567000		13003281	\$19.20
6785	SUPPLIES/SUMMER CAMP	01030175 - 567000		13003281	\$192.51
6785	SUPPLIES/SUMMER CAMP	01030175 - 567000		13003281	\$26.84
<b>VENDOR TOTAL:</b>					<b>\$637.82</b>
<b>WASTE MANAGEMENT OF</b>					
6769	6/13 WASTE DISPOSAL	48068575 - 561150		13003999	\$14,066.92
<b>VENDOR TOTAL:</b>					<b>\$14,066.92</b>
<b>HENRY WATERS</b>					
6767	REIMBURSEMENT/COMMUNY EMERSON PROJ	10041075 - 568440	91104	13003974	\$1,316.10
<b>VENDOR TOTAL:</b>					<b>\$1,316.10</b>
<b>WATERVILLE USA</b>					
6767	ADMISSION/SUMMER CAMP	01030175 - 567000		13003955	\$4,710.75
<b>VENDOR TOTAL:</b>					<b>\$4,710.75</b>
<b>JULIE WATKINS</b>					
6756	TRAVEL REIMBURSEMENT	01010075 - 557000		13003834	\$60.00
<b>VENDOR TOTAL:</b>					<b>\$60.00</b>
<b>WILLIAMS EDDIE</b>					
6780	REIMBURSEMENT/JACKSON CLE SEMINAR	01006075 - 557000		13004053	\$93.60
<b>VENDOR TOTAL:</b>					<b>\$93.60</b>

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 07/23/2013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJ#</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
					<b>GRAND TOTAL:</b>
					<b>\$1,440,338.56</b>
	GENERAL FUND				<b>\$528,084.43</b>
	FORFIETURE & SEIZURE FUND				<b>\$2,285.10</b>
	S MS METRO ENFORCEMENT TEAM				<b>\$368.33</b>
	FIRE INSURANCE REBATE FUND				<b>\$340.00</b>
	HURRICANE KATRINA				<b>\$32,655.30</b>
	COMMUNITY DEVELOPMENT FUND				<b>\$407,763.43</b>
	PASCAGOULA UTILITIES				<b>\$256,818.94</b>
	SOLID WASTE MANAGEMENT FUND				<b>\$108,049.82</b>
	PASCAGOULA GROUP INSURANCE				<b>\$103,973.21</b>
					<b>GRAND TOTAL</b>
					<b>\$1,440,338.56</b>

\*\* Indicates pre-issue check.