

**PASCAGOULA CITY COUNCIL**  
**Recessed Regular Meeting –Tuesday, August 20, 2013, 5:00 P.M.**

**WELCOME AND CALL TO ORDER:**

**INVOCATION:** Councilman Hill

**PLEDGE OF ALLEGIANCE:**

**EXECUTIVE SESSION:**

**REQUESTS TO ADDRESS THE COUNCIL:**

- A. Recognition of T-Ball Team for 2013 State Championship
- B. Jimmy Colmer re: City's assistance with Dixie Youth State Tournament
- C. Donation of Micro-Chip Scanners from Jackson County Spay & Neuter for use by Animal Control Officers
- D. Etienne Melcher re: Pascagoula Pride Report
- E. Dave Pettys re: Smoking Ban Ordinance – Bingo Facilities (tabled from Council meeting of July 23, 2013)
- F. Aimee Barresi re: Concern regarding possibility of Modifying the Smoking Ordinance
- G. Danny Robasciotti re: Chicot Bayou Bulkhead

**PUBLIC HEARING REGARDING MINUTES OF MEETING ON AUGUST 14, 2013**

- H. Minutes of Planning Board Meeting of August 14, 2013

**CONSENT AGENDA:\***

- I. Minutes of Council meetings of August 6, 13 & 14, 2013  
*Recommended Action: adopt and approve minutes of Council meetings of August 6, 13 & 14, 2013*
- J. Minutes of Pascagoula Redevelopment Authority meeting of July 19, 2013  
*Recommended Action: acknowledge receipt of minutes*
- K. Banner placement for Pascagoula Men's Club Fishing Rodeo at the corner of Pascagoula Street & Hwy 90. The fishing rodeo is on September 7, 2013, and is being held at Lighthouse Park. The banner is to be hung on August 24, 2013 and removed on September 7, 2013.  
*Recommended Action: approve banner request*

- L. Request to hang Bachtobberfest Event banner two weeks in advance to advertise the Gulf Coast Symphony fundraiser at the Welcome Sign located on the corner of Hwy 90 & Pascagoula St. The event is October 19, 2013.  
Recommended Action: *approve banner request*
- M. Request to hang Kiwanis Club 5k, Run2Give Banner two weeks in advance of event at the Welcome sign located on the corner of Hwy 90 and Pascagoula St. The event is September 14, 2013.  
Recommended Action: *approve banner request*
- N. Advertising the resources of the City through HealthWaves Wellness Center & Ingalls Shipbuilding 2<sup>Nd</sup> Annual 5k Run benefiting Special Olympics of MS for \$100.00. The City is given legal authority to provide support to this group by Section 17-3-1.  
Recommended Action: *approve advertising request*
- O. Amend Janitorial Contract with Fred's Janitorial, LLC  
Recommended Action: *approval to amend Exhibit J of Janitorial Contract to delete Operations Trailer and replace with two pods (Operations & Code Enforcement). The monthly fee will increase by \$160.00. Authorize City Manager to execute related documents.*
- P. Supplemental Agreement No. 1 for the Beach Promenade Project with Sumrall's Construction Co.  
Recommended Action: *Approve Supplemental Agreement #1 with Sumrall's Construction Company to allow for an alternate installation of lights at the east end of the project and to add quantities to circuit wiring at the west end of the project. The alternate on the east end will remove a circuit, and add LED lights to the end of the existing circuit. When the project was bid, this was not cost effective, but pricing has changed, and this alternate will reduce operating costs of the lighting system. The additional wiring at the west end is due to discovery that the existing circuit extends farther than anticipated, and additional wiring is needed to serve lights beyond the project limits. The cost share will be 80% MDOT funds, 20% local funds for the increase of \$6,468.00, which remains within the originally budgeted funds because the bids were lower than anticipated. Authorize the City Manager to execute relevant documents.*
- Q. Payment to J.O. Collins for Round Island Lighthouse  
Recommended Action: *approve manual check to J.O. Collins for Pay Application No. 4 in the amount of \$53,529.65*
- R. MEMA Mitigation Grant Program Project Applications – McCool Buyout  
Recommended Action:*approve MEMA Mitigation Grant Program Project Applications – McCool Buyout and authorize the City Manager to execute related documents.*

- S. Round Island Lighthouse Change Order No. 2  
*Recommended Action:* approve Change Order No. 2 with J.O. Collins for the Round Island Lighthouse Restoration Project and authorize the City Manager to execute related documents. The Change Order extends the contract time by 34 days to account for unforeseen scheduling from Change Order No. 1 and weather delays. There are no additional costs. Council previously approved 22 days out of this 34 day extension during the August 6, 2013, meeting.
- T. Brownfield Assessment Grant Consultant Selection  
*Recommended Action:* approve the Selection Committee's recommendation to select PPM Consultants for Professional Services related to the Brownfield Assessment Grants based on the review of proposals received.
- U. MDOT Safe Routes to School MOU  
*Recommended Action:* approve MOU and authorize the City Manager to execute related documents. This grant is for \$120,000.00 with a \$9,000.00 local match and \$15,000.00 match being provided by Jackson County.
- V. 2014 DUI Grant Funds  
*Recommended Action:* acknowledge approval letter for 2014 DUI Grant funds from the Department of Public Safety for \$51,048.32. No match is required and authorize the Mayor to execute related documents.
- W. Anchor Square Tenant Lease – Unit I  
*Recommended Action:* authorize the Mayor to execute lease for Unit I – Casey Martin
- X. Anchor Square Tenant Lease – Unit C  
*Recommended Action:* authorize the Mayor to execute lease for Unit C – Ashley Verrett and Krista Reed
- Y. Anchor Square Tenant Lease – Unit E  
*Recommended Action:* authorize the Mayor to execute lease for Unit E – Melinda Mack-Safford
- Z. Authorization for travel for Mayor Blevins to attend the MML Board of Directors quarterly meetings  
*Recommended Action:* The Mayor has been appointed as a member of the 2013-2014 Board of Directors of the MS Municipal League. Travel has to be authorized and noted in the minutes; therefore, approval is requested for the Mayor to attend the Board meetings to be held on 9-20-13, 1-29-14 and 6-22-14.
- AA. Proposals for Automotive Maintenance  
*Recommended Action:* authorize the City Clerk to advertise and receive proposals for annual automotive maintenance contract for a twelve (12) month period with a one-year renewal option.

- BB. Award Annual Bid #325 – Backflow Preventers  
*Recommended Action: approve and accept low bid (3/4 inch Backflow Preventers @ \$25.38 each) to Southern Pipe, Gulfport, MS, approve and accept low bid (1 inch Backflow Preventers @ \$47.45 each) to H.D. Supply, Gulfport, MS. Contract dates are August 21, 2013 through August 20, 2014 with a one-year renewal option.*

### **CITY ATTORNEY**

- CC Ordinance to amend Section 2-141 of the Code of Ordinance to restore Civil Service protection to certain employees of the Police and Fire Departments.  
*Recommended Action: adopt Ordinance*

### **FINANCE**

- DD. Renewal of Flood Insurance for 8 City locations  
*Recommended Action: approve renewal of flood insurance with Wright National Flood Insurance Company at a cost of \$6,156.00 for Option A. This is an increase of \$271.00 over last year. Option B will be an increase of \$501.00 for an additional \$42,800.00 in coverage. The renewals under Option A keep us FEMA compliant.*

### **HUMAN RESOURCES**

- EE. Community Events Coordinator  
*Recommended Action: authorize the change in the current title of Museum/Special Events to Community Events Coordinator. The museum duties have been reallocated to another position within Parks & Recreation. This position will handle City wide community events.*

### **POLICE DEPARTMENT**

- FF. Resolution – Mutual Aid Agreement with City of Gautier for deployment of Pascagoula's SWAT Team and Training Assistance  
*Recommended Action: approve Agreement and authorize the Police Chief to sign Agreement.*

### **DOCKET OF CLAIMS**

- GG. Order for Docket of Claims

### **RECESS OR ADJOURN**



### AGENDA ITEM REQUEST FORM

Meeting Date: 8/20/13

Submitting Department or Individual: David Tadlock

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

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

**Agenda Topic:** Recognition of T-ball Team for 2013 State Championship

*Attach additional information as necessary*

**Action Requested:**

Recognize the efforts of the team, present certificates and t-shirts to each team member.

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: August 20, 2013

Submitting Department or Individual: Dixie Youth

Contact Name: Jimmy Colmer

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

**Agenda Topic: Express appreciation for the City's assistance with the Dixie Youth State Tournament**

*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

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### AGENDA ITEM REQUEST FORM

Meeting Date: 8/20/13

Submitting Department or Individual: Pascagoula Police Department

Contact Name: Chief Kenny Johnson

Phone: 228-938-6688

**Agenda Topic: Donation of micro-chip scanners from Jackson County Spay & Neuter for use by animal control officers.**

*Attach additional information as necessary*

**Action Requested:**

Accept donation of scanners

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

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### AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Etienne Melcher

Contact Name: Etienne Melcher

Phone: 769-9134

**Agenda Topic:** Pascagoula Pride report

*Attach additional information as necessary*

**Action Requested:**

\_\_\_\_\_

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

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### AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Dave Pettys - VFW Post # 3373

Contact Name: Dave Pettys

Phone: 623-3387

**Agenda Topic:** Smoking Ban Ordinance - bingo facilities

*Attach additional information as necessary*

**Action Requested:**

Tabled from Council meeting of July 23, 2013

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

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Dave Pettys, representing the VFW, Post # 3373, addressed the Council regarding the smoking ban ordinance which was adopted by the previous City Council on June 18, 2013. Since the ordinance became effective on July 18, 2013, Mr. Pettys advised the VFW has noticed a thirty percent decrease in bingo sales which has also resulted in less food preparation. He requested that the Council amend the ordinance and remove bingo facilities. Councilman Jackson recommended that the Council take this matter under advisement until additional data is received and then review it again.

Councilman Tadlock made a motion to "TABLE" this matter and take it under advisement. The motion was seconded by Councilman Taylor.

After further comments, Councilman Tadlock amended his motion to "TABLE" this matter until the Council meeting of August 20, 2013. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "ABSENT", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Tabled 7-23-13)

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### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Aimee Barresi

*Attach additional information as necessary*

**Action Requested:**

To address Council concerning possibility of modifying the Smoking Ordinance.

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

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### AGENDA ITEM REQUEST FORM

Meeting Date: 8/20/13

Submitting Department or Individual: Danny Robasciotti

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

Phone: 327-0522

**Agenda Topic:** Chicot Bayou Bulkhead

*Attach additional information as necessary*

**Action Requested:**

Bulkhead needs repair and possibly replacement in some areas.

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

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REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD  
WEDNESDAY, AUGUST 14, 2013 AT 6:00 PM  
CITY OF PASCAGOULA, MISSISSIPPI

H .

The Planning Board of the City of Pascagoula, Mississippi, met at City Hall in a Regular Meeting on Wednesday, August 14, 2013 at 6:00 P. M.

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

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

**Official(s) not present:**

Alan Wiley  
Mike Gilly

**Other officials present:**

Eddie Williams, City Attorney  
Jaci Turner, Planning, Inspections & Engineering Director  
Angelia Kimbrough, Permit Tech

**A. PUBLIC HEARINGS:**

**1. Jacquelyn Skelton Bleau**

**2420 Jackson Ave** The property is zoned Single Family Residential 6. The request is for a Special Use permit to operate a cleaning business from the home in a Single Family Residential 6 zone.

Jacquelyn Skelton Bleau was present to explain the application. The application and staff recommendation were presented by Jaci Turner, and a letter was read from Minnie Miller recommending the approval of Ms. Bleau's request to operate her business from the home. After there being no protest, a motion was made by Stephen Parker to "APPROVE" the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE", Wesley Smith "AYE", Joseph Odom "AYE", Etienne Melcher "AYE", Stephen Parker "AYE".

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

**2. Susan McGallagher on behalf of Dr. & Mrs. Donnis Harrison**

**1615 Beach Blvd.** The property is zoned Single Family Residential 10. The request is for a height variance in an SFR 10 zone exceeding the allowable height by approximately 12'-10".

Architect Jim Walker was present to explain the application. The application and staff recommendation was presented by Jaci Turner to approve the height variance to approximately 12'-10" above the allowable, with the understanding that a minor adjustment may be necessary upon completion of final design – as long as the proposed intent is met, staff can approve based on this variance. There being no protest, a motion was made by Etienne Melcher to "APPROVE" the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE", Wesley Smith "AYE", Joseph Odom "AYE", Etienne Melcher "AYE", Stephen Parker "AYE".

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

**3. City of Pascagoula**

**Orchard Road east of Louise St.** The property is zoned Single Family Residential 6. The request is to rezone certain land lying generally north of Orchard and East of Louise Street from Single Family Residential 6 to Community Commercial.

Jaci Turner was present to explain the application. A presentation was made supporting the application due to all existing uses being non-conforming, and a public need for a commercial transition between residential and industrial zones. After hearing the staff's request to approve the map amendment as presented, Ms. Clara Patterson at 3503 Arlington St. spoke regarding whether or not the rezoning would have any effect on her property. Ms. Patterson was assured that her property wouldn't be affected, but that she had to be notified due to her property being within the 160 ft. range. Mr. Vernon Miller also voiced concerns about a distance that was noted on the legal description regarding his property. Eddie Williams explained that calls on a description to exact corners would supersede any distances referenced. Jaci Turner assured Mr. Miller that she would recheck the description to see if there was an error made, and that she would get back in touch with him to discuss the issue. After there being no protest, a motion was made by Joseph Odom to "APPROVE" the application. The motion was seconded by Linda Tillman and the vote thereupon was as follows: Linda Tillman "AYE", Wesley Smith "AYE", Joseph Odom "AYE", Etienne Melcher "AYE", Stephen Parker "AYE".

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

There being no further business to discuss the meeting was adjourned at 6:20 p.m.

JULY 6, 2013

TO: MEMBERS OF THE PASCAGOULA PLANNING BOARD  
JOSEPH HUFFMAN, CITY MANAGER  
EDDIE WILLIAMS, CITY ATTORNEY  
STEPHEN MITCHELL, OPERATIONS MANAGER

JACI TURNER, PLANNING, INSPECTIONS, ENGINEERING DIRECTOR  
ANGELIA KIMBROUGH, PERMIT TECH  
MARK SAVASTA, BUILDING INSPECTOR

FROM: PLANNING & BUILDING DEPARTMENT

SUBJECT: REGULAR MEETING OF THE PASCAGOULA PLANNING BOARD  
WEDNESDAY AUGUST 14, 2013 AT 6:00 P.M.

#### AGENDA

##### A. PUBLIC HEARINGS:

1. **Jacquelyn Skelton Bleau**  
**2420 Jackson Ave.** (Single Family Residential 6). The request is for a Special Use permit to operate a cleaning business from the home in a Single Family Residential 6 zone.
2. **Susan McGallagher on behalf of Dr. & Mrs. Donnis Harrision**  
**1615 Beach Blvd.** (Single Family Residential 10). The request is for a height variance in an SFR 10 zone exceeding the allowable height by approximately 12'-10".
3. **City of Pascagoula**  
**Orchard Road North of Louise St.** (Single Family Residential 6). The request is to rezone certain land lying generally north of Orchard Road and East of Louise Street from Single Family Residential 6 to Community Commercial zone.

**City of Pascagoula Planning Board  
Planning Staff Analysis / Comments**

**Jaci Turner**

**Planning, Inspections & Engineering Director**

Meeting Date: August 14, 2013  
Applicant: Jacquelyn Skelton Bleau  
Address: 2420 Jackson Avenue  
Zoning District: Single-Family Residential 6 (SFR6)

**Applicable Zoning Ordinance Section(s)**

- Article 2: Administration, Section 2.5.C – Special Use Permit
- Article 4: Use Standards, Section 4.4 – Accessory Uses and Structures

Request is for a special use permit to operate a cleaning business from the home.

**Facts:**

- Home Occupation, Minor is allowed by Special Use Permit in SFR6 zones.
- The proposed use, as presented, meets all requirements of Section 2.5.C.3.e – Review Standards for a special use permit.
- The proposed use, as presented, meets all requirements of Section 4.4.F.7 – Home Occupation, Minor.
- As proposed, there will be no impact to the neighborhood from the use.

**Staff Recommendation:**

Approve – Staff recommends approval of the special use permit as requested.

2428 Jackson Av  
Pascagoula, Ms. 395  
8/13/13

Pascagoula Planning Board  
4015-14<sup>th</sup> St.  
Pascagoula, Ms. 39567

Dear Sir or Madam: (written)  
This letter is being pertaining to Jacquelyn  
Skelton Bleau request, for a "Special use Permit" to  
operate a Cleaning business from her home.  
Please know I do not have a problem concern-  
ing this.

She has been a good neighbor, & has always  
helped me, in times of need.

I admire her, for working to support  
her children, because a huge amount of people  
here, in our country, & city are too lazy to work  
& that's one reason our economy is so bad plus  
poor leadership, from the (VIP'S).

I understand the hardships she has encountered  
because my mother was left, with six of us  
children, after my father passed away at an early  
age, after having served in World War 'one, with  
health problems.

My hope, & prayer is that you will seriously  
consider, & grant her the permit.

Sincerely,  
Minnie C. Miller

(P.S.) Have a blessed day!

HEARING NOTICE

PASCAGOULA PLANNING BOARD

Notice is hereby given that a Public Hearing will be held by the Planning Board of the City of Pascagoula on August 14, 2013 at 6:00 P.M., in the Council Chambers in the City Hall at 603 Watts Avenue, Pascagoula, MS, to hear the application of:

Jacquelyn Skelton Bleau

At: 2420 Jackson Ave.

The applicant has applied for a Special Use Permit to operate a home occupation, which would consist of "Operating a cleaning business from her home". The home occupation will employ only Mrs. Bleau and her immediate family, with majority of the business consisting of record keeping from her home. No customers would be coming to the home.

The property is zoned Single Family Residential 6 (SFR 6), and is located in the City of Pascagoula, Jackson County, Mississippi, and is more particularly described as follows to wit:

Lot 5, in Block 5, of the Jackson Estates Subdivision as per plat thereof recorded in Plat Book 3, page 45, of the Records of Official Plats of Jackson County, Mississippi, on file in the Office of the Clerk of the Chancery Court, said land being situated in Claim Section 1, Township 8 South, Range 6 West, Jackson County, Mississippi.

Interested parties may appear at the hearing and speak and submit evidence and written comments on the application. Written comments may be submitted before the hearing, and additional information may be obtained about the application or review process, at the Planning & Building office at 4015 14<sup>th</sup> Street between the hours of 8:00 a.m. and 5:00 p.m.

After the above hearing, the Planning Board will make a recommendation to the City Council of the City of Pascagoula as to what action should be taken on the above application. The City Council, after receiving the recommendation of the Planning Board and providing an opportunity for new information to be presented, will make the final decision on the application at their public hearing on August 20, 2013 at 6:00 p.m.

WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Pascagoula, Mississippi,

This the 24<sup>th</sup> day of July, 2013.

*Brenda J. Reed*

Brenda J. Reed, Asst. City Clerk

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

(SEAL)  
(Publication- July 28, 2013).



IN ORDER TO BE CONSIDERED FOR A VARIANCE OR SPECIAL USE PERMIT, YOU MUST BE ABLE TO SHOW THAT BECAUSE OF SPECIAL CIRCUMSTANCES, A LITERAL INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THE ORDINANCE WOULD CAUSE A HARDSHIP. PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. WHAT SPECIAL CONDITIONS OF THE LAND, STRUCTURE, AND BUILDING THAT CAUSED YOU TO REQUEST A VARIANCE, SPECIAL USE, OR ZONING CHANGE? \_\_\_\_\_

Resident structure to operate my cleaning business.

2. ARE THE SPECIAL CONDITIONS DESCRIBED A RESULT OF YOUR OWN ACTIONS? \_\_\_\_\_

No. I want to operate a business from my home.

3. HOW WILL THE LITERAL INTERPRETATION AND ENFORCEMENT OF THE ORDINANCE CAUSE YOU AN UNNECESSARY HARDSHIP? \_\_\_\_\_

This is a start up business. I can't afford to rent a commercial building and expect to make a profit. If I don't get this I would have to abandon my dream of opening my own business. Then I would not be able to support my six children.

SIGNATURE OF APPLICANT AND PROPERTY OWNER (IF DIFFERENT)

SIGNATURE OF APPLICANT: \_\_\_\_\_

Jacquelyn S. Blean

DATE: 7/2/13

SIGNATURE OF PROPERTY OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

STAFF ONLY

DATE RECEIVED: \_\_\_\_\_

7/2/13

TAKEN BY: \_\_\_\_\_

li. Kimbrough

VARIANCE

HOME OCCUPANTION VARIANCE

SPECIAL USE PERMIT

ZONING CHANGE

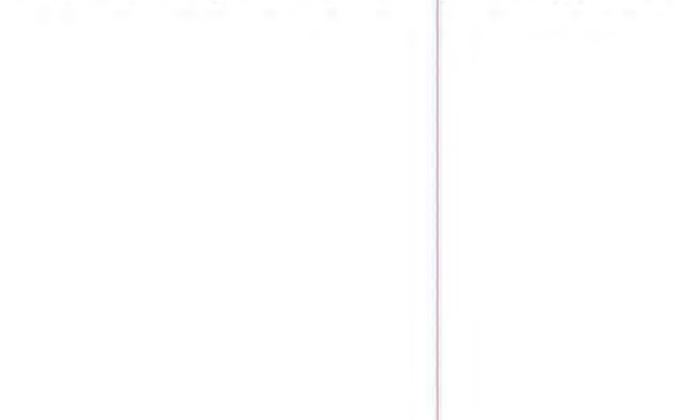
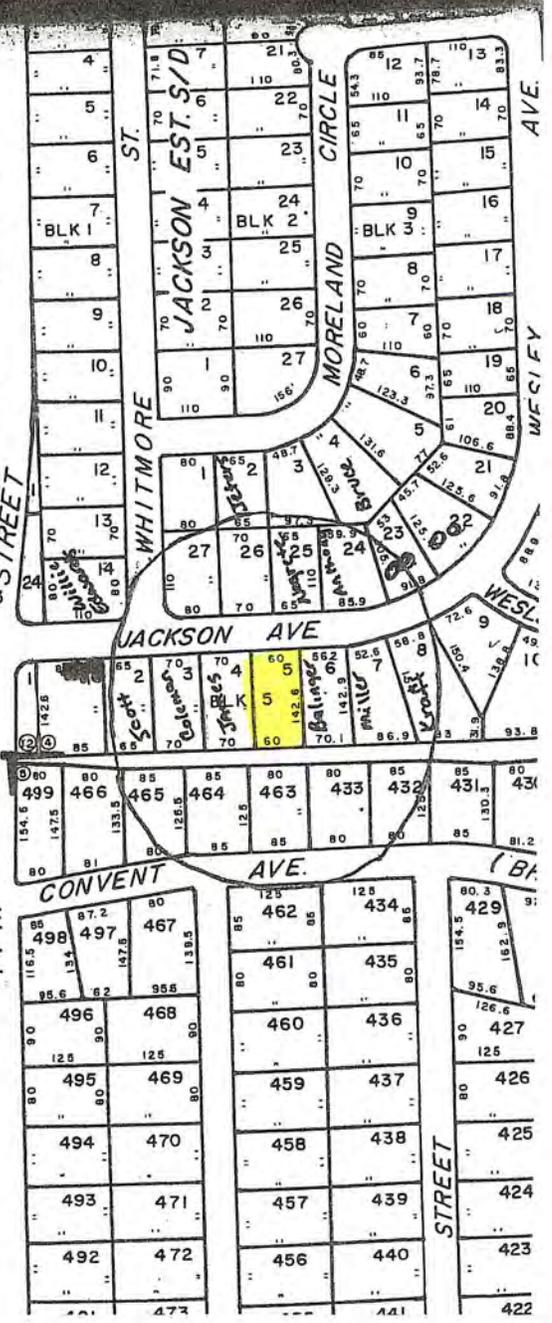


**HOME OCCUPATION REGULATIONS**

HOME OCCUPATION IS HISTORICALLY DERIVED FROM THE WORD 'HOMEMADE' WHICH IS DEFINED AS A PRODUCT MADE OR A SERVICE PERFORMED IN THE HOME OR BY ONE'S OWN EFFORT. IT IS IN THE SPIRIT THAT THE CITY OF PASCAGOULA HAS DESIGNED FIVE CRITERIA TO ENSURE THAT MODERN HOME OCCUPATION REMAINS HOME-BASED IN CHARACTER AND DOES NOT DISRUPT THAT SURROUNDING NEIGHBORHOOD.

THE APPLICANT IS REQUIRED TO ADDRESS EACH OF THESE FIVE CRITERIA IN DETAIL.

- 1) THE HOME OCCUPATION SHALL EMPLOY ONLY IMMEDIATE FAMILY MEMBERS THAT ARE RESIDING ON PREMISES.  
yes, Only me and my daughter
- 2) THE HOME OCCUPATION SHALL NOT OCCUPY MORE THAN 15% OF THE TOTAL FLOOR AREA OF THE RESIDENCE.  
yes, only in a corner of one the rooms
- 3) THE HOME OCCUPATION SHALL NOT BE CONDUCTED IN AN ACCESSORY BUILDING.  
yes, Only Conducted in the home
- 4) THE HOME OCCUPATION SHALL NOT CREATE A LARGER THAN NORMAL VOLUME OF TRAFFIC FOR THE NEIGHBORHOOD IN WHICH IT IS LOCATED.  
no, there will be no traffic to the house.
- 5) THERE SHALL BE NO CHANGE IN THE OUTSIDE APPEARANCE OF THE BUILDING OF PREMISES OR OTHER VISIBLE EVIDENCE OF THE CONDUCT OF SUCH HOME OCCUPATION. NO SIGNS PERTAINING TO THE HOME OCCUPATION SHALL BE PLACED ON THE PREMISES.  
There will be no sign or eviendce of a business.





SUBJECT PROPERTY AS SHOWN ON TAX RECORD: 2420 Jackson Ave. Pascagoula, Ms 39567

NAMES AND ADDRESSES OF THE PROPERTY OWNERS WITHIN 160 FEET OF THE SUBJECT PROPERTY ACCORDING TO THE TAX ROLES

	NAMES	ADDRESS
1)	<del>Arthur Rushing</del>	2404 Jackson Ave.
2)	Stephen Scott <del>Holliston</del>	2408 Jackson Ave. 2510 Mainwood Dr W
3)	Robert Lee Comans	2412 Jackson Ave
4)	Phyllis K. James	2416 Jackson Ave.
5)	Jacquelyn Bledsoe <del>McGray + Ina M.</del>	2420 Jackson Ave.
6)	Ballinger	2424 Jackson Ave.
7)	minnie C. Miller	2428 Jackson Ave.
8)	Barbra Kraft	2502 Jackson Ave.
9)	Zane Patton	3103 Wesley Ave
10)	H. W. Slater Anthony Doris	2503 Jackson Ave.
11)	Hurst Martin	2425 Jackson Ave
12)	negrete	2421 Jackson Ave
13)	Julie Marie McDonald	2415 Jackson Ave
14)	Willie E. Edwards Keisha L. Manuel	3103 Whitmore Ave.
15)	Stephaine N. Walker	3102 Whitmore Ave.
16)	Sound Properties LLC Joey L. + Donna L. Garner	3108 Whitmore Ave.
17)	Garner	2403 Convent Ave.
18)	Paul L. Price	2407 Convent Ave.
19)	Ralph Wallace	2411 Convent Ave.
20)	Virginia P. Kirk	2417 Convent Ave.

Mobile AL 3668

TO OBTAIN THE LISTING OF PROPERTY OWNERS, GO TO THIS WEBSITE:  
<http://mapping.co.jackson.ms.us/jacksoncountywebmap/>

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SUBJECT PROPERTY AS SHOWN ON TAX RECORDS 2420 Jackson Ave. Pascagoula Ms 39567

NAMES AND ADDRESSES OF THE PROPERTY OWNERS WITHIN 160 FEET OF THE SUBJECT PROPERTY ACCORDING TO THE TAX ROLLS

	<u>NAME</u>	<u>ADDRESS</u>
1.	Clara may Knight	2421 Convent Ave.
2.	Elinor P. Hood Page	2425 Convent Ave.
3.	Angela D. May	2429 Convent Ave.
4.	Frances Fayne Smith	2507 Convent Ave.
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**City of Pascagoula Planning Board  
Planning Staff Analysis / Comments  
Jaci Turner**

**Planning, Inspections & Engineering Director**

Meeting Date: August 14, 2013  
Applicant: Susan McGallagher on behalf of Dr. & Mrs. Donnis Harrison  
Address: 1615 Beach Boulevard  
Zoning District: Single Family Residential (SFR10)

**Applicable Zoning Ordinance Section(s)**

- Article 2: Administration, Section 2.5.L – Variance
- Article 5: Intensity and Dimensional Standards, Section 5.3.F – Height

Request is for a Variance to the height limitation of a home.

**Facts:**

- Section 5.3.F – Height is listed as a standard that can be considered for a variance.
- Section 5.3.F limits the height of a structure, in the Floodplain Overlay (FPO) district, and in an SFR10 zone to 35 feet, measured from the base flood elevation or eight feet above the average finished grade around the foundation, whichever is higher.
- The proposed structure exceeds the maximum allowable height, including any allowances for administrative adjustment, if the highest portion of the home is included – which is basically an overlook room above the standard roof height.
- The home is being built to mimic a specific historical structure, and the overlook room is an integral part of that structure.
- The proposed room above the height limitation is not a bedroom or other occupancy that might present a fire risk (someone sleeping when a fire starts).
- The structure will suit the general presentation of surrounding homes and development.

**Staff Recommendation:**

Approve – Staff recommends approval of the variance requested for a building height of approximately 12'-10" above the allowable height, for an overlook room only.

HEARING NOTICE

PASCAGOULA PLANNING BOARD

Notice is hereby given that a Public Hearing will be held by the Planning Board of the City of Pascagoula on August 14, 2013 at 6:00 P.M., in the Council Chambers in the City Hall at 603 Watts Avenue, Pascagoula, MS, to hear the application of:

Susan McGallagher on behalf of Dr. & Mrs. Donnis Harrison

At: 1615 Beach Blvd.

For: The request is for a height variance in an SFR10 zone exceeding the allowable height by approximately 12'-10".

The property is zoned Single Family Residential 10 (SFR 10), and is located in the City of Pascagoula, Jackson County, Mississippi, and is more particularly described as follows to wit:

Lot 1 and 2, Maurice Guichard Homestead Tract, City of Pascagoula, Claim Section 8, Township 8 South, Range 6 West, Jackson County, Mississippi and being the same property as shown in survey dated January 4, 2010.

Interested parties may appear at the hearing and speak and submit evidence and written comments on the application. Written comments may be submitted before the hearing, and additional information may be obtained about the application or review process, at the Planning & Building office at 4015 14<sup>th</sup> Street between the hours of 8:00 a.m. and 5:00 p.m.

After the above hearing, the Planning Board will make a recommendation to the City Council of the City of Pascagoula as to what action should be taken on the above application. The City Council, after receiving the recommendation of the Planning Board and providing an opportunity for new information to be presented, will make the final decision on the application at their public hearing on August 20, 2013 at 6:00 p.m.

WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Pascagoula, Mississippi,

This the 24th day of July 2013.

*Brenda J. Reed*

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

(SEAL)  
(Publication- July 28, 2013).



IN ORDER TO BE CONSIDERED FOR A VARIANCE OR SPECIAL USE PERMIT, YOU MUST BE ABLE TO SHOW THAT BECAUSE OF SPECIAL CIRCUMSTANCES, A LITERAL INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THE ORDINANCE WOULD CAUSE A HARDSHIP. PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. WHAT SPECIAL CONDITIONS OF THE LAND, STRUCTURE, AND BUILDING THAT CAUSED YOU TO REQUEST A VARIANCE, SPECIAL USE, OR ZONING CHANGE? Refer to attached page

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. ARE THE SPECIAL CONDITIONS DESCRIBED A RESULT OF YOUR OWN ACTIONS? Refer to attached page

\_\_\_\_\_  
\_\_\_\_\_

3. HOW WILL THE LITERAL INTERPRETATION AND ENFORCEMENT OF THE ORDINANCE CAUSE YOU AN UNNECESSARY HARDSHIP? Refer to attached page

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF APPLICANT AND PROPERTY OWNER (IF DIFFERENT)

SIGNATURE OF APPLICANT: Susan McGallagher DATE: 7/10/13  
SIGNATURE OF PROPERTY OWNER: Dennis K. Stant DATE: 7/10/13



STAFF ONLY

DATE RECEIVED: 7/10/13 TAKEN BY: A. Kimbrough  
 VARIANCE  HOME OCCUPANTION VARIANCE  SPECIAL USE PERMIT  ZONING CHANGE



MEMORANDUM

DATE: July 10, 2013  
 TO: City of Pascagoula  
 FROM: Susan McGallagher  
 RE: Request for building height variance  
 PROJECT: Harrison Residence  
 Project No. 3M10005

1. What special conditions of the land, structure, and building that caused you to request a variance, special use or zoning change?

Response: The property is located in the Coastal "A" Zone which required the lowest occupied floor to be one foot above the base flood elevation of 16-ft. above sea level. The Owner wishes to construct their home as an exact replica of the Houmas House, a historical plantation home in Louisiana. In order to duplicate the Houmas House proper building sizes, proportions, and building heights must be achieved.

Please take under consideration that the mean roof height for the residence has been established at the highest roof which is that of a small belvedere on top of the main building roof. We believe the mean roof height should be measured at the main roof level, in which case the building height would be within the allowable height limit set by the City of Pascagoula Unified Development Ordinance.

2. Are the special conditions described a result of your own actions.

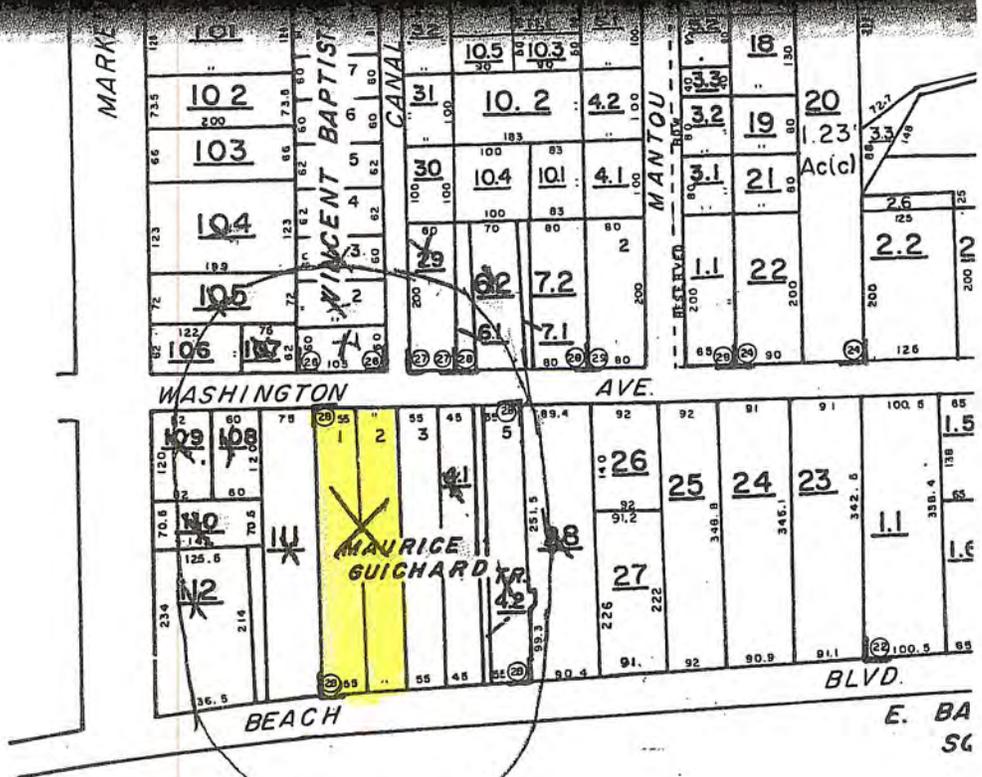
Response: No, the base flood elevation established by FEMA and adopted by the City of Pascagoula for flood insurance requirements prevents the occupancy of the lower level because it is below the base flood elevation. This limits the living space to the upper levels of the structure and with the height restriction the design is further impaired.

3. How will the literal interpretation and enforcement of the ordinance cause you an unnecessary hardship?

Response: As lifetime residence of Jackson County Dr. and Mrs. Harrison share a desire to build their dream home to overlook the beaches of Pascagoula and live out their lives here



together. The literal interpretation of the ordinance will prevent this from happening. If they are forced to reduce the building height it will become disproportionate and prevent the home from resembling the historic Houmas House as the Owner had intended. The building features such as elongated windows, oversized doors with glass transoms and high ceilings would be impossible to achieve. The characteristic columns encompassing the home would appear squatty and overpower the other delicate features on the exterior of the home. The Owner has gone so far to have the interior deep mouldings duplicated from the Houmas House and these would no longer be plausible with lower ceiling levels. The other interior features taken from the Houmas House such as the tall ornate fireplace mantels and large wood paneled doors and walls would no longer be possible.



SUBJECT PROPERTY AS SHOWN ON TAX RECORDS

NAMES AND ADDRESSES OF THE PROPERTY OWNERS WITHIN 160 FEET OF THE SUBJECT PROPERTY ACCORDING TO THE TAX ROLLS

<u>NAME</u>	<u>ADDRESS</u>
1. CHEERIE COLE	4703 WILLOW ST, PASCAGOULA 39567
2. KIMMET LANDS, INC.	6110 JUNIPER DR., VAN CLEAVE 39565
3. AGNES PETERSON	610 CANAL ST., PASCAGOULA 36726
4. GARY + OPAL SMITH	1964 MARKET ST., PASCAGOULA 39567
5. ROSE FORD	POB 1455 PASCAGOULA 39568
6. LISA HOLLISTER	3734 RIVER PINE DR., MOSS POINT 39563
7. DARIS COPE	156 GREEN ST., ANNAPOLIS, MD 21401
8. BRENDA GULLEY	1805 GEERKIN #14 PASCAGOULA 39581
9. LORENE DAVIS	618 MARKET ST., PASCAGOULA 39567
10. JAMES TREADWAY	1609 WASHINGTON AVE PASCAGOULA 39567
11. SONDRA LOPER	1611 WASHINGTON AVE., PASCAGOULA 39567
12. JOHN + JANICE McARY	465 BEACH RD., CAMDEN, AL 36726
13. WYAN CLARK	2510 16 <sup>th</sup> STREET, GULFPORT 39501
14. MARGARET + LEXIE MOORE	73-4859 ANIHI ST., KAILUA, HI 96740
15. PRESTON WELLS	1709 WASHINGTON AVE., PASCAGOULA 39567
16.	
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**City of Pascagoula Planning Board**  
**Planning Staff Analysis / Comments**  
**Jaci Turner**  
**Planning, Inspections & Engineering Director**

Meeting Date: August 14, 2013  
Applicant: City of Pascagoula  
Address: Land lying generally in the area of Orchard Road near Louise Street  
Zoning District: Single-Family Residential 6 (SFR6)

Applicable Zoning Ordinance Section(s)

- Article 2: Administration, Section 2.5.B – Map Amendment (Rezoning)

Request to rezone land from SFR6 to Community Commercial (CC) zone.

**Facts:**

- The described area contains numerous non-conforming uses that illustrate a change in the character of the area compared to the zoning currently in place.
- The area also contains several parcels that are vacant or undeveloped, indicating improper zoning for development under current conditions.
- A commercial transition area between residential zones and industrial zones is appropriate, and suits this general intersection.
- Single-Family Residential zoning has been superseded with numerous non-conforming uses, grandfathered in through the zoning process, as well as variances granted in this area. The need for variances along Orchard Road supports the need for Commercially zoned property.

**Staff Recommendation:**

Approve – Staff recommends approval of the map amendment as presented.

## HEARING NOTICE

### PASCAGOULA PLANNING BOARD

Notice is hereby given that a Public Hearing will be held by the Planning Board of the City of Pascagoula on August 14, 2013 at 6:00 P.M., in the Council Chambers in the City Hall at 603 Watts Avenue, Pascagoula, MS, to hear the application of:

City of Pascagoula

For: The request is to rezone certain land lying generally north of Orchard Road and east of Louise Street from SFR6 to a CC zone.

The property is zoned Single Family Residential 6 (SFR 6), and is located in the City of Pascagoula, Jackson County, Mississippi, and is more particularly described as follows to wit:

Commencing at the intersection of the centerline of Orchard Road and the Centerline of Louise Street; thence run in an easterly direction along the centerline of said Orchard Road for a distance of 17 feet to a point, being the Point of Beginning; thence run in a northerly direction for a distance of approximately 52 feet to the north right-of-way line of said Orchard Road and the southwest corner of PIDN 40208062.000; thence continue in a northerly direction along the west line of PIDN 40208062.000 for a distance 278 feet to a point; thence run easterly for a distance of approximately 18 feet to the southwest corner of PIDN 40208086.100; thence continue in an easterly direction along the south line of said PIDN 40208086.100 for a distance of 192 feet to the southeast corner of said PIDN 40208086.100 said point also lying on the west line of PIDN 40208110.100; thence run northerly for a distance of 301 feet along the west line of said PIDN 40208110.100 to the northwest corner of said PIDN 40208110.100; thence run easterly along the north line of PIDN 40208110.100 for a distance of 654 feet to the southwest corner of PIDN 41820023.000; thence run northerly along the west line of PIDN 41820023.000 for a distance of 149 feet to the northwest corner of said PIDN 41820023.000; thence continue in a northerly direction for a distance of 13 feet to the centerline of Pelican Drive; thence run easterly along the centerline of said Pelican Drive for a distance of 201 feet; thence run northerly for a distance of 16 feet to the north right-of-way line of Pelican Drive and the southwest corner of PIDN 40205026.000; thence run easterly along the south line of PIDN 40205026.000 for a distance of 245 feet to the southeast corner of PIDN 40205026.000 and the northeast corner of PIDN 40205026.050; thence run southerly along the east line of said PIDN 40205026.050 for a distance of 165 feet to a point which is the southwest corner of PIDN 40205010.000; thence run easterly along the south line of said PIDN 40205010.000 for a distance of 280 feet to the northeast corner of PIDN 40208059.020; thence run southerly along the east lines of PIDN 40208059.020 and PIDN 40208059.030 for a distance of 373 feet to the southeast corner of PIDN 40208059.030; thence continue in a southerly direction for a distance of 194 feet to the centerline of Orchard Road; thence run in a westerly direction along the centerline of said Orchard Road for a distance of 1609 feet back to the Point of Beginning.

Interested parties may appear at the hearing and speak and submit evidence and written comments on the application. Written comments may be submitted before the hearing, and additional information may be obtained about the application or review process, at the Planning & Building office at 4015 14<sup>th</sup> Street between the hours of 8:00 a.m. and 5:00 p.m.

After the above hearing, the Planning Board will make a recommendation to the City Council of the City of Pascagoula as to what action should be taken on the above application. The City Council, after receiving the recommendation of the Planning Board and providing an opportunity for new information to be presented, will make the final decision on the application at their public hearing on August 20, 2013 at 6:00 p.m.

WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Pascagoula, Mississippi,

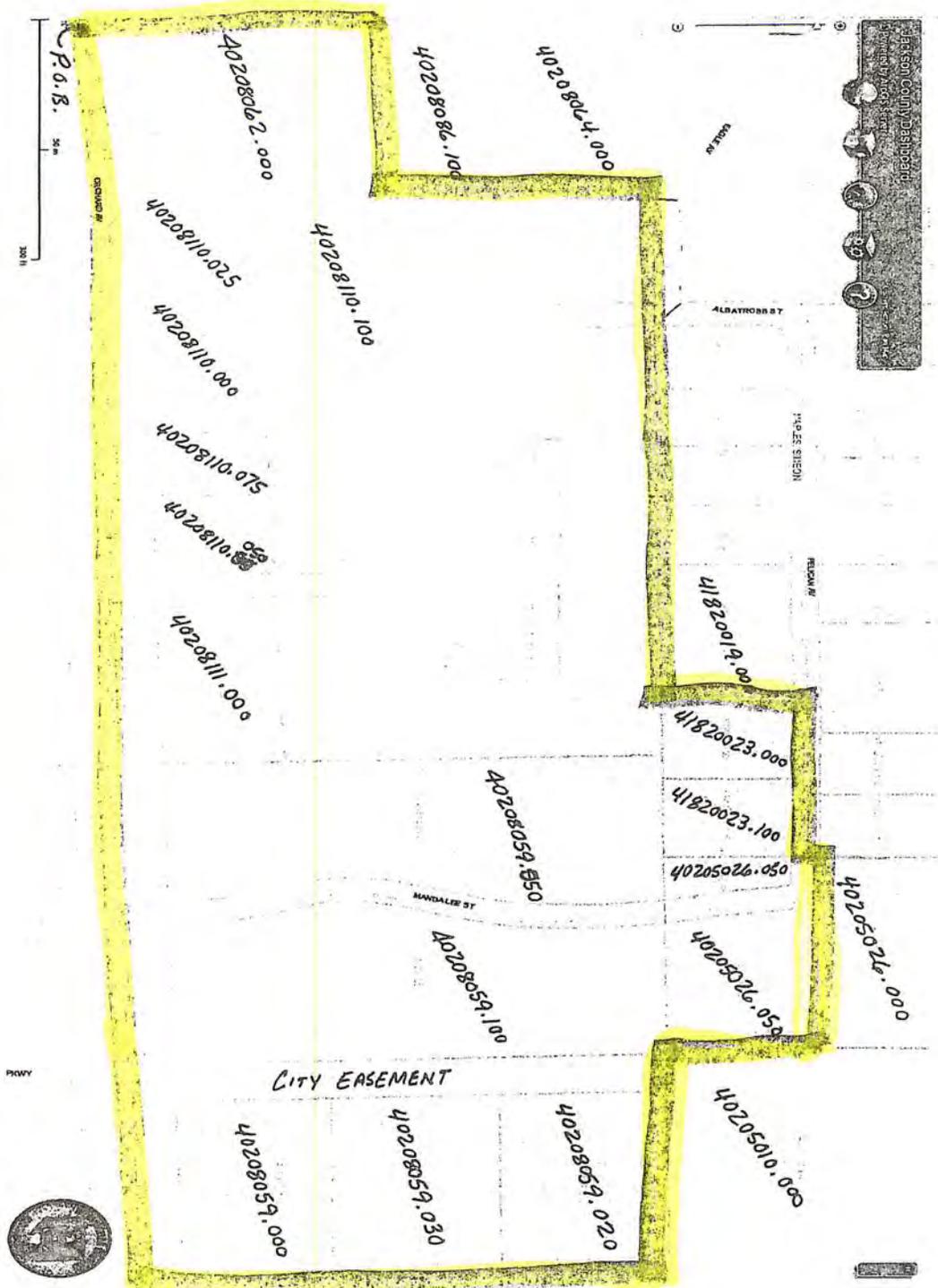
This the 24<sup>th</sup> day of July, 2013.

*Brenda J. Reed*

Brenda J. Reed, Asst. City Clerk

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

(SEAL)  
(Publication- July 28, 2013).





SUBJECT PROPERTY AS SHOWN ON TAX RECORD: \_\_\_\_\_

NAMES AND ADDRESSES OF THE PROPERTY OWNERS WITHIN 160 FEET OF THE SUBJECT PROPERTY ACCORDING TO THE TAX ROLLS

- | 1)  | NAMES                       | ADDRESS                        |
|-----|-----------------------------|--------------------------------|
| 1)  | Barbara E Morris            | 4803 Orchard Av N              |
| 2)  | James 2 Hang                | 3412 Wilmington St             |
| 3)  | Clara Patterson             | 3503 Wilmington St             |
| 4)  | James Wain Sr               | 1804 Beach Blvd Gulfport 39507 |
| 5)  | Law Ruth Wain Sr            | P.O. Box 426 39568             |
| 6)  | Blue Valley Apartments Inc  | 1661 Wilmington Rd St 100      |
| 7)  |                             | West Palm Beach FL 33418       |
| 8)  | Julie Mae Mathieu           | 3800 Seaside Dr Gautier, 39558 |
| 9)  | Dickridge & David Compton   | 712 Eastwood St 39567          |
| 10) | Gulf US                     | 9067 Pine Run Daphne AL 36527  |
| 11) | The City of the             | 4015 KLM 39567                 |
| 12) | Vernon S Miller             | 5211 Pelican Ave 39581         |
| 13) | Randy Wood Gulf LP          | 5211 Orchard Tr 39581          |
| 14) | Inclaw Land Investments LLC | 1169 Caroline                  |
| 15) | Club Cir Madison, MS        | 39110                          |
| 16) | Mary Massey                 | 5202 Pelican Ave 39581         |
| 17) |                             |                                |
| 18) |                             |                                |
| 19) |                             |                                |
| 20) |                             |                                |

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## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: City Clerk's Office

Contact Name: Brenda Reed

Phone: 938-6615

**Agenda Topic: Minutes of Regular Council Meeting of August 6, 2013, and Recessed Council Meetings of August 13 and 14, 2013**

*Attach additional information as necessary*

**Action Requested:**

Approve and adopt minutes of Council meetings of August 6, 13, and 14, 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, AUGUST 6, 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, August 6, 2013, at 6:00 p.m. Mayor Blevins called the meeting to order with the following officials present:

Mayor H. 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 meeting. After brief comments, the invocation was given by Councilman Jackson and the pledge of allegiance was led by Councilwoman Simkins. Mayor Blevins stated this meeting is being televised and will air tomorrow night at 7:30 p.m. on WGUD. Members of the Council were introduced, as well as City staff members who were in attendance at the meeting. Mayor Blevins stated the Council represents all of you and encouraged each one to find out what ward they live in and the name of their councilman.

Mayor Blevins announced that anyone who would like to address the Council tonight that is not on the agenda should sign in on the sheet at the podium. Eddie Chandler, resident of 3917 Sherwood Street, and Ben Blake, resident of 2503 Old Mobile Highway, signed the sheet. The meeting then began.

\*\*\*\*\*

Mayor Blevins recognized members of the Asgard Motorcycle Club and commended them for the great work they do in the community. Mayor Blevins read and presented them with the following proclamation:

**PROCLAMATION**

**WHEREAS**, The Asgard Motorcycle Club has presented, participated in and donated to numerous events to assist and support their fellowman over the past 32 years; and

**WHEREAS,** The Asgard Motorcycle Club presented The 31<sup>st</sup> Mississippi Gulf Coast Memorial Day Blowout to benefit The Mississippi Gulf Coast Multiple Sclerosis Society and The Boys and Girls Club along the Mississippi Gulf Coast and other charities; and

**WHEREAS,** The Asgard Motorcycle Club also presented The 28<sup>th</sup> Annual Toy Run to benefit The Catholic Social and Community Services and The Hope Haven Doll and Toy Fund, and

**WHEREAS,** The Asgard Motorcycle Club participated in and donated to numerous charities which includes The 7<sup>th</sup> Annual Talons Toy Run to benefit The Salvation Army of Jackson County, Poker Runs to benefit the Gulf Coast Down Syndrome Society and the Gulf Coast Women’s Center for Non-Violence, and The 13<sup>th</sup> Annual Gulf Coast Blessing of the Bikes; and

**WHEREAS,** The Asgard Motorcycle Club has been active in helping their fellowman through giving of their time, money, and service.

**NOW, THEREFORE, I,** Harry J. Blevins, Mayor of the City of Pascagoula, Mississippi, do hereby proclaim August 7, 2013, as

***“ASGARD MOTORCYCLE CLUB DAY”***

in the City of Pascagoula in recognition of their commitment to making a difference in improving the quality of life for their fellowman.

---

Harry J. Blevins  
Mayor

Some of the members made comments at this time and thanked the Council for the proclamation. A plaque was also presented to the Asgard Motorcycle Club members by Tommy Joe Breaux, member of the Mississippi Gulf Coast Multiple Sclerosis Society, in appreciation of the work they do each year.

\*\*\*\*\*

Mayor Blevins gave an overview of the Urban Youth Corps Program which is provided through a grant with the Mississippi Department of Transportation. Those who worked in the summer program were Austin Allen, Ladd Ezell, Chris LeBatard, Joshua Melendez, and George Thomer. Their supervisor was Kevin Hall, Maintenance and Beautification Director. Some of

the projects they worked on this summer were installing the new palm trees along the medians on Highway 90, weeding and replanting the Pascagoula River Environmental Trail in preparation for Paddlepoolza, planting annual flowers, and maintaining the landscaping at the Highway 90 welcome sign. Mayor Blevins recognized all the members and presented them with a certificate of appreciation.

\*\*\*\*\*

Dr. Connie Jo Williams, Director, Early Beginnings Program, Pascagoula School District, addressed the Council regarding the Excel by 5 Coalition which began seven years ago. She congratulated the new Council members. She also introduced Cathy Groff and Dr. Matthew Kuluz, who are involved with the program. Dr. Williams gave an overview of Pascagoula's Excel by 5 Program and the Dolly Parton Imagination Library. She thanked the Council for their support in the past, and stated they would like to receive continued funding from the City of Pascagoula. The Council thanked Dr. Williams and her staff for the great job they have done in reaching many children in the community.

\*\*\*\*\*

Stacey Myers, Shelter Director for Adrienne's House, addressed the Council and provided information regarding services rendered for the center from October 3, 2011 – July 31, 2013. Adrienne's House is a satellite shelter of the Gulf Coast Women's Center for Nonviolence. Ms. Myers thanked the Council for the CDBG funding the past three years (2011-2013) and requested continued funding to support the programs they offer. She invited the Council to tour the facility. Mayor Blevins thanked her for attending the meeting tonight.

\*\*\*\*\*

Richard Lucas, Chairman of the Strategic Plan Steering Committee, addressed the Council regarding their annual report. In 1999, Mr. Lucas stated that the first official plan was prepared since the 1970's, and it has been updated every five years since then. They have identified some major areas of interest: cleanliness/beautification; urban renewal/community development; public relations; small business; and cultural. Mr. Lucas recognized several committee members who were in attendance tonight. He gave an update on various projects they have been involved with in the past as well as others they are currently working on. In conclusion, Mr. Lucas invited the Council to attend their meeting on Thursday, September 19, 2013, at 4:30 p.m.

Mayor Blevins thanked Mr. Lucas for his presentation and the great job they have done.

\*\*\*\*\*

Bruce Maghan addressed the Council regarding a working waterfront restoration project for the Port of Pascagoula. He advised this project is an effort to establish a state of the art base of operation for our local commercial fishing fleet by utilizing the former Gulf City Fisheries property. This facility would provide one stop receiving, processing, fueling and ice, and mooring services which, in turn, could create as many as a 110,000 man hours a year of employment for our area. Mr. Maghan solicited support from the Council on a feasibility study which would be at no cost to the City of Pascagoula. Mayor Blevins advised the Council will take this matter under advisement.

\*\*\*\*\*

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

Councilman Jackson requested that the following items be removed from the consent agenda tonight and considered separately.

Item H – advertisement request in the 2013 Pascagoula High School football program

Item K – request letter for the Pass Manchac Lighthouse lens pedestal

\*\*\*\*\*

The first item for consideration was the minutes of the recessed regular Council meeting of July 23, 2013, as recommended by Brenda Reed, Asst. City Clerk.

Councilman Simkins made a motion to adopt and approve minutes of the recessed regular Council meeting of July 23, 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 8-6-13)

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Item H (advertisement request in the 2013 Pascagoula High School football program – Pascagoula Quarterback Club) was removed from the consent agenda and will be discussed later during tonight’s meeting.

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Next for consideration was an Order to determine whether the parcels of land for 4614 Fairmont, 3017 Magnolia, 1502 11<sup>th</sup> Street, 3611 Blueback, 1709 Monroe, and 1909 10<sup>th</sup> Street, are in such a state of uncleanness as to be a menace to the public health and safety of this community as recommended by Eddie Williams, City Attorney.

The Order is spread on the minutes as follows:

**ORDER**

**WHEREAS**, on its own motion the City Council of the City of Pascagoula, Mississippi, alleges that the parcels of land listed in Exhibit A hereto are in need of cleaning; and

**WHEREAS**, the parcels are described by reference to the appropriate book and page of the Land Deed Records of Jackson County, Mississippi, or by a detailed description; the property owner or owners, if known, and their mailing addresses, if known, are listed; and the tax parcel numbers and addresses of the parcels are listed;

**THEREFORE, IT IS ORDERED** that the owners of the parcels listed on the exhibit shall be given notice by the City Clerk as provided in Section 21-19-11, Mississippi Code of 1972, that a hearing shall be held by the City Council on September 3, 2013, in the City Hall of the City at 6:00 P.M. to determine whether the parcels of land as shown on the exhibit are in such a state of uncleanness as to be a menace to the public health and safety of this community.

**EXHIBIT A**

<b><u>Tax Parcel Number and Property Address</u></b>	<b><u>Owner(s) and Mailing Address</u></b>	<b><u>Described at the following Jackson County, MS, Deed Books and Pages</u></b>
41245042.000 4614 Fairmont	Eddie Louise Wills 4614 Fairmont Pascagoula, MS 39581	Deed Book 1496, Page 224
41595008.000 3017 Magnolia	Deborah A Thompson 238B Courthouse Rd. Gulfport, MS 39507 <b>(Footnote 1)</b>	Deed Book 1356, Page 615
41450475.000 1502 11 <sup>th</sup> St	American General Finance, Inc. 3983 Government Blvd. Mobile, AL 36693	Deed Book 1622, Page 119
41525018.000 3611 Blueback	Archie P. Ishie, Jr. 3611 Blueback Pascagoula, MS 39581 <b>(Footnote 2)</b>	Deed Book 1380, Page 422
41625153.000 1709 Monroe	Lisa V. Broadus 1709 Monroe Pascagoula, MS 39567 <b>(Footnote 3)</b>	Deed Book 1555, Page 650
41450739.000 1909 10 <sup>th</sup> St	Joseph D. Foley 3414 Short Cut Road, Apt. 66 Pascagoula, MS 39581 <b>(Footnote 4)</b>	Deed Book 1297, Page 208

**PARTIES WITH INTEREST**

**Footnote 1:** -Merchants & Marine Bank, P. O. Box 729, Pascagoula, MS 39581  
-Bancorp South Bank, P.O. Box 4360, Tupelo, MS 38803

**Footnote 2:** -Veterans Home Purchase Board, P. O. Box 54411, Pearl, MS 39288

**Footnote 3:** -J.P. Morgan Chase Bank, NA, 270 Park Avenue, New York, NY 10017  
-Mers, Inc., P. O. Box 2026, Flint, MI 48501  
-MS Home Corporation, P. O. Box 23369, Jackson, MS 39225

**Footnote 4:** -American General Financial, 1123 Jackson Ave, Pascagoula, MS 39567

The above Order was introduced by Councilman Simkins, 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 6<sup>th</sup> day of August, 2013.

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The next item for consideration was the Mississippi Department of Marine Resources agent authorization form as recommended by Jen Dearman, Community and Economic Development Director. This form is needed to complete the permitting process on the Hospital Road Improvements Project.

The form is spread on the minutes as follows:

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

**Agent Authorization**

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

James L. Price, P.E.  
(name of agent)

Bridge Site  
(location of project)

4347 Old Spanish Trail  
(address)

3419 Hospital Road

Gautier, MS 39553  
(city, state, zip code)

Pascagoula, MS 39567

**228-522-6353 / 228-697-2806**  
(agent phone number)

**City of Pascagoula** \_\_\_\_\_  
(print applicant name)

\_\_\_\_\_  
Mayor - (applicant signature)

\_\_\_\_\_  
(date)

Do you want the permit mailed to the agent?   X   Yes        No

Councilman Simkins made a motion to approve the Mississippi Department of Marine Resources agent authorization form for the Hospital Road Improvements Project 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 8-6-13)

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

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Item K (request letter for the Pass Manchac Lighthouse lens pedestal) was removed from the consent agenda and will be discussed later during tonight’s meeting.

\*\*\*\*\*

Next for consideration was the Mississippi Department of Marine Resources agent authorization form for the permitting process on the Lowry Island Improvements Development Project as recommended by Jen Dearman, Community and Economic Development Director.

The form is spread on the minutes as follows:



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Compton Engineering, Inc. (name of agent)
156 Nixon Street (address)
Biloxi, MS 39530 (city, state, zip code)
228-432-2133 (agent phone number)
City of Pascagoula, Jackson County, MS (location of project)
Lowry Island Development Project

City of Pascagoula, Darcie S. Crew, Parks and Recreation Director
(print applicant name)

(applicant signature) (date)

Do you want the permit mailed to the agent? [X] Yes [ ] No

Councilman Simkins made a motion to approve the Mississippi Department of Marine Resources agent authorization form for the permitting process on the Lowry Island Development Project as recommended and authorize the Parks and Recreation Director 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 8-6-13)

(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 permission to advertise for Request for Proposals for Trash Disposal for the City of Pascagoula as recommended by Steve Mitchell, Operations Manager.

The proposal is spread on the minutes as follows:

**Request for Proposals for  
Trash Disposal for  
City of Pascagoula, Mississippi**

*The City of Pascagoula, Mississippi hereby requests proposals for entry of a contract to provide a site for trash disposal for the City of Pascagoula on the terms and conditions set out herein below.*

Proposal responses shall be submitted in a sealed envelope to Brenda Reed, City Clerk of the City of Pascagoula, Mississippi. If a bid is submitted by mail, the P. O. Drawer address of the City Clerk is P. O. Drawer 908, Pascagoula, Mississippi, 39568-0908. If a bid is hand-delivered, the street address of the City Clerk is 603 Watts Avenue, Pascagoula, Mississippi, 39567-4220. All proposals must be received no later than **2:00 P. M. on Friday, August 30, 2013**, at which time they will be publicly opened in the Council Chambers at City Hall (Municipal Building), 603 Watts Avenue, Pascagoula, Mississippi. All proposal envelopes shall be marked **“SEALED TRASH PROPOSAL TO BE OPENED AT 2:00 P. M. on Friday, August 30, 2013.”** If any envelope is not so marked, any proposal contained therein will not be considered.

1. The terms of the proposal shall be for one year with a one-year renewal option.
2. The site must be an approved Class 1 Disposal Site with convenient access to the corporate limits of the City of Pascagoula.
3. The site must accept any non-commercial, non-industrial household trash or rubbish delivered to the site by the City of Pascagoula, Mississippi. The site must be open Monday through Friday, from 7:00 A.M. to 5:00 P.M. and on Saturdays from 7:00 A.M. to 12:00 Noon with adequate equipment and labor to accept trash without unreasonable delay. Convenient and safe ingress and egress to the site must be available.
4. Trash or rubbish shall be defined as limbs, sticks, leaves, construction debris and like waste, specifically including any waste which can be delivered to a Class 1 Rubbish Site under Mississippi Non-Hazardous Solid Waste Management Regulations and criteria of the Mississippi Department of Environmental Quality. Site must be approved as Class 1 Site under Department of Environmental Quality Regulations.
5. Any proposal must demonstrate Proposer’s ability to meet all criteria set forth herein with specific identification of disposal site, financial responsibility of proposer to perform, Proposer’s compliance with relevant laws applicable to rubbish/trash disposal and detail Proposer’s relevant experience in Class 1 Rubbish Trash Disposal.
6. The proposal shall state a price per cubic yard, which will include the \$1.00 per ton imposed by the State of Mississippi for the proposed term of the contract. The proposal shall set forth any condition for early termination of the contract.

7. The City of Pascagoula reserves the right to reject all proposals.
8. The City of Pascagoula intends to award a contract to the most qualified proposer or proposers based on Price, Ability to satisfy contract criteria, Demonstrated ability to perform and other relevant factors. The City of Pascagoula reserves the right to negotiate with any proposer and to award multiple contracts.
9. Any question or request for further information should be directed to Stephen Mitchell, Operations Manager, 4015 14<sup>th</sup> Street, Pascagoula, Mississippi 39567, Phone No. 228-372-6835.

**WITNESS MY HAND AND OFFICIAL SEAL** of the City of Pascagoula, Jackson County, Mississippi, this the \_\_\_ day of August, 2013.

**CITY OF PASCAGOULA, MISSISSIPPI**

(S E A L)

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

Councilman Simkins made a motion to authorize the City Clerk to advertise for Request for Proposals for Trash Disposal for the City of Pascagoula 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 8-6-13)

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The next item for consideration was the Lowry Island Development Project Budget Modification No. 2 with the Mississippi Development Authority (MDA) as recommended by Jen Dearman, Community and Economic Development Director. This request reallocates the funding for between line items and seeks a timeline extension to December 31, 2014. The request does not include a change in the overall amount of funding.

The budget modification is spread on the minutes as follows:

**MISSISSIPPI DEVELOPMENT AUTHORITY**  
**MODIFICATION SIGNATURE SHEET**  
**501 North West Street • Post Office Box 849**  
**Jackson, Mississippi 39205**

1. Recipient's Name, Address and Telephone No.  City of Pascagoula  Joseph Huffman, City Manager P.O. Box 908 Pascagoula, MS 39568-0908 228-762-1020	2. Effective Date 07/19/2013		
	3. Contract Number:	Grant Number:	
	R-190-290-05-KCR	R-190-290-05-KCR	
	4. Modification Number: 2		
	5. Grant Identifier: (Funding Source & Year)		14.219 & 14.228
	6. Beginning & Ending Dates: 10/08/10 - 12/31/14		
	7. Page 1 of 3		
8. As a result of this Modification, funds obligated are changed as follows:			
	<b>KCDBG</b>	<b>TIDELANDS</b>	<b>CITY</b>
<b>From</b>	3,500,000.00	0.00	1,000.00
<b>To</b>	3,500,000.00	100,000.00	1,000.00
<b>Increase of</b>		100,000.00	
<b>Decrease of</b>			
9. The above recipient is hereby modified as follows: This modification increases A/E by \$34,500; increases the construction line item by \$629,000 and decreases the contingency by \$663,500. It also adds Tidelands of \$100,000. This budget mod will also extend the grant to December 31, 2014.			
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.			
11. Approved for Agency:		12. Approved for Recipient:	
Signature _____	Date _____	Signature _____	Date _____ Name: _____
Name: Jon Mabry		Joseph Huffman	Title: City
Title: Chief Operating Officer		Manager	
Disaster Recovery			

Councilman Simkins made a motion to approve Budget Modification No. 2 on the Lowry Island Development Project with MDA 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 8-6-13)

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

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The next item for consideration was Change Order No. 2 to the contract with J. O. Collins Contractor, Inc., Biloxi, MS, for the Round Island Lighthouse Restoration, Phase 3-Restoration/Reconstruction of Lighthouse Project as recommended by Jen Dearman, Community and Economic Development Director, and Compton Engineering, Inc. This extends the contract time by 22 days to account for unforeseen scheduling from Change Order No. 1 and weather delays. There are no additional costs included.

Councilman Simkins made a motion to approve Change Order No. 2 to the contract with J. O. Collins Contractor, Inc. for the Round Island Lighthouse Restoration, Phase 3-Restoration/Reconstruction of Lighthouse Project 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 8-6-13)

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

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The next item for consideration was a request from Robin Wood, Public & Employee Relations Specialist, to authorize the production and broadcasting of a marketing video for the City of Pascagoula in cooperation with the Mississippi Hotel and Lodging Association. The video will be through Coast Vision which is a tourism channel.

The advertising contract is spread on the minutes as follows:



# Mississippi Hotel & Lodging Association

## Advertising Contract

<b>Advertiser</b>	<b>Bill To</b>
Business Name: <u>City of Pascagoula</u>	<u>same</u>
Address: <u>PO Drawer 908</u>	_____
Address 2: <u>603 Watts Ave</u>	_____
City, St, Zip: <u>Pascagoula, MS 39568</u>	_____
Website: <u>www.cityofpascagoula.com</u>	_____
Phone: <u>228-372-6888</u>	_____
Contact: <u>Robin Wood</u>	_____
Email: <u>rwood@cityofpascagoula.com</u>	_____
Other: _____	_____

	Annual - Start Date	Selection (Initial)	Ad Size	Cost	Notes
COAST VISION			30 second spot	\$1,200.00	
The Visitor Channel & Website	08-7-2013	RW	60 second spot	\$2,000.00	

For the inaugural year (2013), Advertisers will be given an additional 3 months FREE, upon signing this Annual Contract, including COAST VISION in-room Visitor Channel + advertised Website. Additional ad spots (i.e. monthly, special events, etc.) available for purchase to advertisers who have signed Annual Advertising Contract. MH&LA to provide FREE production to first 25 Advertisers signing this Annual Contract. (Initial below) Production includes:

- 30 second spot = 6 hrs Total: Shooting, Editing, Injesting & Uploading
- 60 second spot = 8 hrs Total: Shooting, Editing, Injesting & Uploading

Video production needed     No production needed - Video to be provided by Advertiser

**ADVERTISING AS:** (Please print the business name as it will be listed in the advertiser's index)

Name: City of Pascagoula

Who should be contacted for materials:

Contact: Robin Wood    Co. Name: City of Pascagoula  
 Phone: 372-6888    Fax: 938-6749    Email: rwood@cityofpascagoula.com

**Non-refundable.**

**Advertiser:**

**MH&LA**

\_\_\_\_\_  
 Signature                                  Printed Name                                  Date                                  Signature                                  Name: Sales Manager

Headquarters Office:  
 829 Vieux Marche / P.O. Box 116 \* Biloxi, MS 39533 \* Tel: 228-374-8611 \* 888-565-1122 \* Fax: 228-435-0630  
 Email: [MSHotel@aol.com](mailto:MSHotel@aol.com) \* Web: [www.MSHLA.com](http://www.MSHLA.com)  
 Jackson Legislative Office:  
 120 N.Congress St., Suite 610 \* Jackson, MS 39201 \* Tel: 601-352-7646 \* Fax: 601-352-7131 \* Email: [jms@gpac.net](mailto:jms@gpac.net)

Councilman Simkins made a motion to authorize the production and broadcasting of a marketing video for the City of Pascagoula in cooperation with the Mississippi Hotel and

Lodging Association and Coast Vision (TV tourism channel) 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 8-6-13)

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

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The next item for consideration was an Ordinance to amend Section 58-61 to the Code to prohibit open flames on City docks or piers as recommended bdy Eddie Williams, City Attorney.

The proposed Ordinance is spread on the minutes as follows:

**ORDINANCE NO. 7-2013  
CITY OF PASCAGOULA, MISSISSIPPI**

**ORDINANCE TO AMEND SECTION 58-61 OF THE CODE OF  
ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO PROHIBIT  
OPEN FLAMES ON CITY DOCKS OR PIERS;  
AND FOR RELATED PURPOSES**

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

**SECTION 1.** Section 58-61 of the Code of Ordinances is hereby amended as follows:

- (a) It shall be unlawful for any person to cut, break, trample, injure or take any plants, flowers, shrubbery, trees or vegetation within any municipal park or deface, injure, or remove any benches, seats or other appurtenances of such parks or enclosures.
- (b) It shall be unlawful for any person to operate a motor vehicle upon a publicly owned beach except as necessary in its maintenance and care by a person authorized to do so.
- (c) It shall be unlawful for any person to ignite, or caused to be ignited, any open fire or flames on any docks or piers owned, leased or operated by the City.

**SECTION 2.** This ordinance shall become effective one month after passage.

The above Ordinance was introduced in writing by Councilman Simkins, seconded for adoption by Councilman Hill, and received the following vote: Mayor Blevins voted "AYE". Councilman Hill voted "AYE", Councilman Jackson voted "AYE", Councilman Simkins voted

“AYE”, Councilman Tadlock voted “AYE”, Councilman Taylor voted “AYE”, and Councilman Tipton voted “AYE”.

Passed this the 6<sup>th</sup> day of August, 2013.

APPROVE:

/s/ H. J. Blevins  
H. J. Blevins, Mayor

ATTEST:

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

(S E A L)

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**Items H and K from the consent agenda were considered at this time.**

Item H was a request for advertising the resources of the City through the Pascagoula Quarterback Club for a full-page ad in the 2013 football program for \$250.00 as recommended by Eddie Williams, City Attorney. The City is given legal authority to provide support to this group by Section 17-3-1.

After comments, Councilman Tipton made a motion to approve advertising the resources of the City through the Pascagoula Quarterback Club for a full page ad in the 2013 football program for \$250.00 as recommended and authorize a manual check. 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 8-6-13)

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Item K was a request letter to the Louisiana Office of State Lands for the Pass Manchac Lighthouse iron lens pedestal to be used for the Round Island Lighthouse Restoration Project as recommended by Jen Dearman, Community and Economic Development Director. A brief discussion followed and the Council then considered the following proposed letter:

August 6, 2013

Clay Carter  
Office of State Lands  
P.O. Box 44124  
Baton Rouge, LA 70802

Re: Pass Manchac Lighthouse's Iron Lens Pedestal

Dear Mr. Carter,

Mr. Dan Estes of Compton Engineering contacted you last November regarding the toppled Pass Manchac Lighthouse and the recovery of an iron lens pedestal that was present on the structure before it was destroyed. We would like to recover the iron pedestal for use in our restoration of the Round Island Lighthouse in Pascagoula, Mississippi. The pedestal currently sits amongst the rubble of the Pass Manchac Lighthouse in about three feet of water 500 yards or so off the west coast of Lake Pontchartrain, just north of the pass between Lake Maurepas and Lake Pontchartrain. The pedestal is an iron stand where the Fresnel lens was placed in the lighthouse. As was discussed last November, we have contacted the Lake Pontchartrain Basin Maritime Museum which stewards the lantern from the Pass Manchac Lighthouse. Their board has agreed (pending the State of Louisiana's approval) to our pursuit of salvaging the pedestal, which may or may not be retrievable.

Our project is the restoration of the Round Island Lighthouse, which now proudly sits at the entrance to the City of Pascagoula as you cross the east bound Highway 90 bridge over the Singing River. The lighthouse was toppled by Hurricane Georges in 1998, and much of the lighthouse was destroyed. We have repaired the iron top (lantern); however, the pedestal was lost. Our Round Island Lighthouse and the Pass Manchac Lighthouse had a nearly identical lantern room & pedestal. We would like to place the retrieved pedestal in our restored lighthouse with a plaque recognizing the State of Louisiana and Pass Manchac Lighthouse as the pedestals original location.

With the restoration of the Round Island Lighthouse, the Gulf Coast will have another of these rare sentinels of the coast to attract tourism and cause residents to reflect on our shared, rich maritime history. The Round Island Lighthouse will join the ranks of your own Tchefuncte River Light, Biloxi Lighthouse, and only a handful of others that still exist along our shared Gulf Coast.

Since the standing Pass Manchac Lighthouse was owned by the State of Louisiana, we need your permission to retrieve the pedestal. We ask that you present our request to the State Attorney for approval. If approved, the recovery would take place as soon as possible by a volunteer effort led by us, The City of Pascagoula and Compton Engineering. If you have any questions or concerns, please contact me at (228) 938-6614. Thank you for your time and consideration of our Round Island Lighthouse Restoration Project.

Sincerely,

H. J. Blevins  
Mayor

Councilman Tadlock made a motion to approve the request letter for the Pass Manchac Lighthouse iron lens pedestal for the Round Island Lighthouse Restoration Project as recommended and authorize the Mayor to execute the related documents. The motion was seconded by Councilman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-6-13)

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

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**The following new business items were considered at this time.**

The first item for consideration was the Zonta Arts and Crafts Festival 2013 regarding a sponsorship request in the amount of \$2,500.00 to advertise and promote the resources of the City as presented by Joe Huffman, City Manager. This matter was addressed at the Council meeting of July 23, 2013, and the request was taken under advisement by the Council to consider at tonight's meeting. Councilman Tipton recommended a \$1,500.00 sponsorship for Zonta. Several comments were made by the Council and the need to review all funding requests during the upcoming budget process.

Councilman Tipton made a motion to approve a \$1,500.00 sponsorship to advertise the resources of the City of Pascagoula through the Zonta Arts and Crafts Festival 2013. The motion was seconded by Councilman Simkins and received the following vote: Mayor Blevins "AYE". Councilmen Hill "AYE", Jackson "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-6-13)

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(Mayor Blevins left the meeting at 6:56 p.m.)

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The next item for consideration was a request for advertising the resources of the City through the Pine Burr Area Council – Boy Scouts of America for \$100.00 as recommended by Eddie Williams, City Attorney. 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 Tadlock made a motion to approve advertising the resources of the City through the Pine Burr Area Council – Boy Scouts of America for \$100.00 as recommended. The motion was seconded by Councilman Taylor and received the following vote: Mayor Blevins "ABSENT". Mayor Pro Tem Jackson "AYE". Councilmen Hill "AYE", Simkins "AYE", Tadlock "AYE", Taylor "AYE", and Tipton "AYE". (Approved 8-6-13)

(Mayor Blevins returned to the meeting at 6:58 p.m.)

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The next item for consideration was a request for a server expansion for the City of Pascagoula as recommended by Valerie Moore, Human Resources Director, and Stephen

Newell, MIS Director. Ms. Moore briefly discussed the need for server expansion and recommended approval of a purchase agreement with TekLinks for \$123,619.01 for equipment to expand the City's server and storage cluster. The payment would be split into two payments of \$61,809.50 (one at the end fiscal year 2013 and one at the beginning of fiscal year 2014).

The upgrade is necessary due to the following reasons:

- age of our existing storage system (5 years)
- the fact that our current server cluster no longer has the resources to run properly if one server fails (we are adding one server to the cluster), and
- to support the implementation of current and future software upgrades

All of the equipment is covered under Mississippi EPL 3568, which is good for projects up to \$200,000 per fiscal year with quotes from two qualifying EPL sellers. Quotes were received from TekLinks and Venture Technologies. We have \$72,000 in the budget remaining for this project.

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

### **REASONS FOR SERVER EXPANSION**

- I. SAN (Storage Area Network)
  - a. Existing SAN device is almost full. Currently we have only 10% of hard drive space remaining. This is not enough capacity to support pending projects.
  - b. Existing SAN is based on ISCSI, which is a slower technology than the Fibre Channel that we are moving to. Currently we are running too many servers for a single ISCI SAN, and slowness has ensued.
  - c. We are currently deploying a content management system (document imaging) and we need Write Once Read Many (WORM) storage for this project. Our existing SAN does not support this.
- II. Server
  - a. Our existing servers are overloaded. We currently have two servers that run in a cluster. The point of this is that one server provides redundancy for the other. However, each server is currently at about 70% capacity, meaning that this redundancy is broken. This is bad.
  - b. We currently are running 25 virtual machines across our two servers, and we're in the process of adding more to meet new demands. Ideally, you wouldn't want to run more than 10 per server. Adding an additional server will meet our current needs and give us room for growth.
- III. Backup Devices
  - a. Our existing backup solution is at end of life. There is no way to upgrade it. Although it is functional, it is no longer capable of meeting our growing capacity

needs. Future support from the manufacture is also questionable, meaning we might not be able to get help if there is a problem.

- b. The new backup solution will allow us to backup everything offsite, not just our databases as we are currently doing. It also gives us room to grow.

IV. Battery Backup (uninterruptable power supply - UPS)

- a. The UPSs that we are currently using are at the limit of their capacity. Adding additional hardware to them would cause them to fail.
- b. The new UPSs that we are acquiring give us the capability of replacing batteries without taking them offline.

V. Rack

- a. We are out of space in our existing rack, which is only about a half high.

Councilman Jackson made a motion to approve the purchase agreement with TekLinks for \$123,619.01 for server expansion and authorize the City Manager to execute the related documents. 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 8-6-13)

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

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Item U regarding a request to change the current title of Museum/Special Events Coordinator to Community Events Coordinator was removed from tonight’s agenda for further review.

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The next item for consideration was a request to approve the Public Water Fluoridation Contract with the Mississippi Department of Health as recommended by Steve Mitchell, Operations Manager. Additional information is spread on the minutes as follows:



MISSISSIPPI STATE DEPARTMENT OF HEALTH

August 16, 2013

City of Pascagoula  
Mayor H. J. Blevins  
Ms. Carol Groen  
603 Watts Avenue  
Pascagoula, MS 39568

Re: Public Water Fluoridation Contract  
City of Pascagoula

Dear Ms. Groen:

Please review the enclosed agreement. Completion of this agreement allows us to continue to reimburse for work provided on this project.

- Obtain the appropriate signature on page 10 section B.
- Complete Attachment B and sign on Page 11. Attachment B must include the names of your Governing Body members.
- Attachment C contains terms and conditions specific to the project. Please obtain signature on page 5.
- Please return the signed agreement to my attention.

Please contact me at 601-576-7500 if you have questions.

Respectfully,

Sherelda Jones, MBA  
MSDH Fluoridation Administrator  
Office of Oral Health  
P. O. Box 1700  
Jackson, MS 39215-1700  
[Sherelda.jones@msdh.state.ms.us](mailto:Sherelda.jones@msdh.state.ms.us)

The agreement is spread on the minutes as follows:

**Mississippi State Department of Health  
Sub-Grant Agreement**

**I. Contractual Agreement**

This document and any other attachments, including but not limited to Attachment A, Terms of Contract, and Attachment B, Conflicts of Interest, are made a part of this document and incorporated herein by reference, and constitute a contract for personal or professional services or goods between the Mississippi State Department of Health (hereinafter referred to as the Department) and the Contractor as indicated below. In the space provided herein, provide a description of the purpose of this contract and/or services to be provided:

Funding in the form of a grant for the capital and associated funds necessary for fluoridation of the public water system (the "Project") at the Contractor's facility.

**II. Contractor's Required Information**

Contractor's Name: City of Pascagoula

Contractor's Contact Person(s): Joseph Huffman, City Manager  
I.D.#: 64-6000949 DUNS#: 066731316 Program: Public Water System  
(SSN or EIN, as shown on attached IRS Form W-9)  
Street: 603 Watts Avenue Telephone #: 228-762-1020 / - -  
City: Pascagoula State: MS Zip Code: 39568

**III. Contract Supplemental Information** (Note: If information below is not applicable, fill blank with "N/A")

Title of Contract or Service Provided: Public Water Fluoridation Program  
Total Contract Amount: \$80,000.00 Max. Contract Amount per year: \$ \_\_\_\_\_  
(applicable only if contract is multi-year)  
Fee or Retainer: \$N/A Fee or Retainer Payment Basis: N/A  
(per clinic, hour, day, month, quarter, year, etc.)  
Beginning Date: 07/01/2013 Ending Date: 12/31/2013  
Org.: 0710 Activity: I725 Project: 11000DHO  
Reporting Category: 08GC, 049D, 049E  
Federal Grant: Yes  No  Stimulus Funds: Yes  No   
Federal Grant Award #: 2B01DP009032-12 Federal Aid #: N/A CFDA #: 93.991  
Occupation: N/A  
Specialty: N/A  
Program: N/A  
Total Personnel Services: \$N/A Total Travel/Subsistence: \$N/A  
Max. Hours Authorized per Month: N/A Assigned Travel Base: N/A  
Mileage/Meals Authorized:  
None:  Meals: \$N/A Mileage: \$N/A Lodging: \$N/A  
Statewide:  Central Office:  District (specify): N/A  
Hours (Daily or weekly, i.e., 8:00a-5:00p, 5 days p/week): N/A  
If in a District(s), list all counties (List in decreasing order for amount of time spent in each county):  
N/A  
N/A  
Certification/Licensure (Fill in certificate/license number, date of certification/licensure, and type of certification/licensure, as applicable. If a physician, state whether the contractor is board-certified in area of use by Department, non-board certified, or resident.):  
N/A  
N/A  
Contractor's Experience/Degrees Earned (Fill in this blank if Contractor is an individual; use additional sheet if necessary):  
N/A  
Does Contractor currently receive Mississippi State Retirement System benefits? Yes  No   
Will the Contractor be classified as an "Independent Contractor"? Yes  No

**ATTACHMENT A: TERMS OF CONTRACT**

I. Contracted Services: The Contractor agrees to provide Implementation and maintenance of a water fluoridation program in accordance with the specifications set forth on the preceding page of this contract, titled "Sub-Grant Agreement" and any other documents as set forth by the Department, and are hereby incorporated into and made a part of this contract. No oral statements of any person shall modify or

otherwise affect the terms, conditions, or specifications stated in this contract. If other attachments or exhibits exist which are to be incorporated as part of this contract, the title of each document shall be listed here, as follows (use additional sheets, if necessary):

- Attachment B – Conflicts of Interest
- Attachment C – Addendum for Fluoridation Contract
- Attachment D – Project Budget, Specifications, and Schedule

- II. Ability to Contract: The Contractor warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the Department. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable. The Contractor warrants that it is a validly organized business with valid authority to enter into this contract; that it is qualified to do business and in good standing in the State of Mississippi; that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual or other contract of any kind; and, notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- III. This section applies only to a Contractor which serves as a clinical or healthcare provider for the Department, as follows:
- A. The Contractor authorizes the Department to accept assignment and receive any amounts payable under Part B of Title XVII and Title XIX of the Social Security Act and/or any monies collected for service rendered by the Contractor under the terms of this contract, including but not limited to private insurance, third-party arrangements, or such other payment or reimbursement mechanisms as may be applicable or available. The Contractor agrees that the Department shall be the payor or financial reimbursement mechanism of last resort when other sources are mandated or are available.
  - B. The Contractor agrees that no additional charges will be made to patients/clients to whom services are provided under the terms of this contract.
  - C. The Contractor’s payment records will be submitted to: MSDH Oral Health Program  
570 E. Woodrow Wilson O-450  
Jackson, MS 39215

- D. The Department agrees to assure physician supervision as required by law for the services to be provided under the terms of this contract.
- IV. This section applies only to a Contractor who is an individual and presently receives retirement benefits from the Mississippi Public Employees' Retirement System (PERS), as follows:
- A. The Contractor certifies that the forty-five day separation period required by PERS regulations has been met prior to the effective date of this contract.
- B. The Contractor is responsible for notifying PERS of re-employment and for submission of required documentation to PERS for review and concurrence of the Contractor's status as an independent contractor as required by PERS regulations.
- C. Contractor's date of retirement from state service: N/A
- V. Financial Records and Audits: The Contractor shall maintain such financial records and other records as may be prescribed by the Department or by applicable Federal and State laws, rules, and regulations. These may be kept according to the Contractor's usual method of recordkeeping, but must be sufficiently detailed to permit an accurate accounting of contract funds and program activities. The contract and the procurement of goods and services shall be governed by the applicable Mississippi statutes and the applicable provisions of the Mississippi Personal Service Contract Review Board Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi). The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Department, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
- VI. Records Retention: The Contractor agrees to submit to the Department quarterly program activity reports thirty (30) days subsequent to the closing of each quarter. The Contractor agrees to submit to the Department quarterly fiscal reports thirty (30) days subsequent to the closing of each quarter, or other applicable period as made a part of this contract and agreed to by both parties. The Contractor agrees to permit reasonable program review and evaluation by the Department; to provide access to any pertinent records; arrange meetings with appropriate personnel; permit inspection of the premises; and to cooperate in any other reasonable requests for fiscal and/or program information. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the State or any duly authorized representatives shall have unimpeded, immediate access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this contract for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three (3) years after final payment is made under this contract and all pending matters are closed. However, if any audit, litigation, or other action arising out of or related in any way to this contract is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
- Where audits are required to be submitted to the Department before funding can be released, the audits must be submitted within the required timeframe and must be acceptable; if a Contractor fails to submit an audit in a timely manner, or if the audit is unacceptable, the Department reserves the right to cancel or suspend the contract at the Department's discretion.
- VII. Reimbursement: The Department agrees to provide reimbursement for the contract period. For contracts that include the use of Federal funds, the Department agrees to provide reimbursement for the contract period in accordance with the requirements set forth in OMB Circular A-87. Such reimbursement will be made upon receipt of the necessary billing listing salaries, Social Security, retirement, and other items provided in this contract, including copies of payroll requisitions and invoice copies for materials, equipment, or supplies. Any final billings shall be submitted to the Department no later than thirty (30)

days after the close of the contract. Failure to submit final billings within the stated timeframe for this contract may be grounds for the Department to reject such reimbursements. It is agreed by both parties that the following items will be made only when approved by both parties:

- A. reimbursement in excess of the amount budgeted for any item; or
  - B. reimbursement of items not included in the budget; or
  - C. the transfer of monies between items within the budget.
- VIII. A. It is agreed by both parties that no reimbursement will be made by the Department until this contract has been signed by the appropriate personnel of both parties and until a budget for expenditures pursuant to the contract has been approved by the Department. Therefore, a Contractor may not begin work or report for duty until then. Additionally, it is expressly understood and agreed that the obligation of the Department to proceed under this contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds, or of the State of Mississippi to appropriate funds, or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the State or the Department, the Department shall have the right, upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expenses to the State or the Department of any kind whatsoever, pursuant to the termination clause herein. When and if applicable, it is understood that the contract is void and no payment shall be made in the event that the Mississippi Personal Service Contract Review Board does not approve this contract.
- B. The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the Mississippi State Department of Health using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
- IX. Representation Regarding Contingent Fees and Gratuities: The Contractor represents that it has not retained a person to solicit or secure a contract from the Department upon an agreement or understanding for a commission, percentage, brokerage, or contingency, except as was disclosed in the Contractor's bid or proposal, if the selection of the Contractor was done through a bidding or proposal process. The Contractor also represents that it has not violated, is not currently violating, or will not violate the prohibition against gratuities as set forth in §7-204 of the Mississippi Personal Service Contract Procurement Regulations (copies of which are available for inspection at their offices located at 210 East Capitol Street, Suite 800, Jackson, Mississippi).
- X. Salaries and Fringe Benefits: If the contract provides for the payment of salaries and/or fringe benefits (identified as a line item in the contract's budget and/or budget narrative), it is understood by both parties that fringe benefits may be spent only for bona fide retirement programs and employee insurance plans. Before any retirement and/or insurance program is initiated or financed with funds received pursuant to this contract, approval must be obtained from the Department. Insurance plans shall be limited to health, life, unemployment, and workers' compensation. Documentation must be available to the Department of all fringe benefit payments. This clause does not apply where the contract may be used for the payment of salaries and/or fringe benefits, but such were not specifically itemized as budgetary items in the contract.
- XI. This section applies only to contracts for which the Contractor shall serve solely on an Independent Contractor basis, as follows:

The Contractor, at all times, shall be regarded as an Independent Contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the Department, the Contractor, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between the Department and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Department or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Department and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implications, to be employees of the Department. Neither the Contractor nor its employees, under any circumstances, shall be considered servants or agents of the Department; and the Department shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Department shall not withhold from the contract payments to the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Department shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Department for its employees. Furthermore, none of the work performed under this contract shall be subcontracted without prior approval of the Department. The Department, throughout the life of the contract, shall have the right of reasonable rejection and approval of staff of the Contractor or its Subcontractors assigned to the work by the Contractor. If the Department reasonably rejects staff of the Contractor or its Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the Department in a timely manner and at no additional cost to the Department. The day-to-day supervision and control of the Contractor's employees and Subcontractors are the sole responsibility of the Contractor.

- XII. This section applies only to contracts that require approval from the Mississippi Personal Service Contract Review Board, as follows:
- A. Order to Stop Work: The Department may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Department shall either:
    - i. cancel the stop work order; or
    - ii. terminate the work covered by such order as provided in the termination clause of this contract.
  - B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or the contract's price, or both, and the contract shall be modified in writing accordingly, if:
    - i. the stop work order results in an increase in the time required to, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
    - ii. the Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage provided that, if the Department decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- C. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- XIII. The Contractor shall comply with, and all activities under this contract shall be subject to, all applicable Federal, State, and local laws, rules, and regulations, as now exist and as may be amended or modified, including, but not limited to:
- A. The Civil Rights Act of 1964, as amended.
  - B. §504 of the Rehabilitation Act of 1973, as amended.
  - C. Title IX of the Educational Amendments of 1972, as amended.
  - D. The Age Discrimination Act of 1975, as amended.
  - E. The Omnibus Budget Reconciliation Act of 1981, as amended.
  - F. Americans with Disabilities Act of 1990 (ADA), as amended.
  - G. The Drug-Free Workplace Act of 1988, as amended.
  - H. Presidential Executive Order No. 12549, Certification Concerning Debarment and Suspension.
  - I. The Pro-Children Act of 1994, Part B (Environmental Tobacco Smoke).
- XIV. Certification Regarding Lobbying. The undersigned certify, to their best knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
  - B. 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, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- XV. Equal Opportunity: The Contractor understands that the Department is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination on the basis of race, color, creed, sex,

age, national origin, physical or mental disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the contract that it will strictly adhere to this policy in its employment practices and provision of services.

XVI. Confidential Information

A. Definition: "Confidential Information" shall mean:

- i. those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and
- ii. all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Department, and any other information designated in writing as confidential by the Department or the State of Mississippi.

Each party to this contract agrees to protect all confidential information provided by one party to the other, to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express written approval of the Department shall result in the immediate termination of this contract.

B. Disclosure: In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This section shall survive the termination or completion of this contract. The parties agree that this section is subject to and superseded by Mississippi Code of 1972, Ann., Section 25-61-I, et. seq. regarding public access to public records.

C. Exceptions: The Contractor and the Department shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("The Disclosing Party") which:

- i. is rightfully known to the Contractor prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements;
- ii. is generally known or easily ascertainable to non-parties of ordinary skill in the business of the Contractor;
- iii. is released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- iv. is independently developed by the recipient without any reliance on confidential information;
- v. is, or later becomes, part of the public domain or may be lawfully obtained by the Department or the Contractor from any non-party; or
- vi. is disclosed with the Disclosing Party's prior written consent.

- D. Contractor agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- XVII. Non-Discrimination for HIV/AIDS: As a recipient of Federal funds, directly or indirectly through payments from the Department, the Contractor agrees that no person(s) who are otherwise qualified shall be denied employment, funds, education, or care in the program(s) funded in whole or in part by the Department on account of affliction with Acquired Immune Deficiency Syndrome (AIDS)-related conditions, or on the basis of their infection with the Human Immunodeficiency Virus (HIV). This non-discrimination agreement and policy shall likewise apply to those individuals or groups who may be perceived as having AIDS or the aforementioned AIDS-related conditions, or who are perceived as being infected with HIV.
- XVIII. Termination:
- A. Termination for Convenience:
- i. The Department may, when its interests so require, terminate this contract in whole or in part, for the convenience of the Department. The Department shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
  - ii. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts and any other orders connected with the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Department may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Department. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- B. Termination for Default:
- i. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Department may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Department, the Department may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Department may procure similar supplies or services in a manner and upon terms deemed appropriate by the Department. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
  - ii. Notwithstanding termination of the contract and subject to any directions from the Department, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.
  - iii. Payment for completed services delivered and accepted by the Department shall be at the contract price. The Department may withhold from amounts due the Contractor such sums as the Department deems to be necessary to protect the State and the Department

against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods and services.

- iv. Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reasons of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Department within fifteen (15) days after the cause of the delay and the failure arises out of cause such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; or freight embargoes. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Department shall ascertain the facts and extent of such failure, and if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that but for the terms of the excusable cause, the Contractor's progress and performance would have met the terms of contract, the delivery schedule shall be revised accordingly, subject to the rights of the Department under the clause entitled "Termination for Convenience." As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.
- v. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Department, be the same as if the notice of termination had been issued pursuant to such clause.
- vi. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

XIX. **Applicable Law:** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable Federal, State, and local laws and regulations.

XX. **Ownership of Documents and Work Papers:** The Department shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created under this contract, except for the Contractor's internal administrative and quality assurance files and internal correspondence. The Contractor shall deliver such documents and work papers to the Department upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from the Department and subject to any copyright protections. By entering into this contract, the Contractor conveys, sells, assigns, and transfers to the Department all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Mississippi that relate to the particular goods or services purchased or acquired by the Department under this contract.

XXI. **Attorneys' Fees and Expenses:** Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the Department all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Department in enforcing this contract or otherwise reasonably related thereto. The

Contractor agrees that under no circumstances shall the Department or the State of Mississippi be obligated to pay any attorneys' fees or costs of legal action to the Contractor. This clause shall not apply to any contracts entered into with another state agency, board, or commission.

- XXII. **Modifications and Changes in Scope of Work:** All modifications to the contract must be made in writing and signed by both parties to the contract. The Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the contract or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Department and the Contractor. If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the contractor must immediately notify the Department in writing of this belief. If the Department believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- XXIII. **Failure to Deliver:** In the event of failure of the Contractor to deliver goods or services in accordance with the contract terms and conditions, the Department, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Department may have.
- XXIV. **Force Majeure:** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its Subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Contractor shall notify the Department immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Department determines it to be in its best interest to terminate the contract.
- XXV. **Indemnification:** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Department, members of the Mississippi State Board of Health, and its officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this contract. In the State of Mississippi's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim or suit, the Contractor shall use legal counsel acceptable to the State of Mississippi and to the Department; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State of Mississippi and the Department shall be entitled to participate in said defense. The Contractor shall not settle any claim or suit without the State of Mississippi and the Department's concurrence, which the State of Mississippi and the Department shall not unreasonably withhold.
- XXVI. **No Limitation of Liability:** Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for the damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- XXVII. **Recovery of Money:** Whenever, under this contract, any sum of money shall be recoverable from or payable by the Contractor to the Department, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Department. The rights of the Department are in addition and without prejudice to any other right the Department may have

to claim the amount of any loss or damage suffered by the Department on account of the acts or omissions of the Contractor.

- XXVIII. Severability: If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end, the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- XXIX. State Property: The Contractor will be responsible for the proper custody and care of any State-owned or State-leased property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the Department for any loss or damage, normal wear and tear excepted.
- XXX. Third Party Action Notification: The Contractor shall give the Department prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this contract.
- XXXI. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Department to create a condition that threatens the health, safety, or welfare of the general public, the Department, its property, or its employees, or for whom the contracted services are to be rendered, the Contractor shall, on being notified by the Department, immediately correct the deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Department shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- XXXII. Waiver: No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults. Failure by the Department at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Department to enforce any provision at any time in accordance with its terms.
- XXXIII. Anti-Assignment/Subcontracting: The Contractor acknowledges that it was selected by the Department to perform the services required hereunder based, in part, upon the Contractor's skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this contract in whole or in part without the prior written consent of the Department, which the Department may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be null and void. No such approval by the Department of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Department in addition to the total contractual price agreed upon in this contract. Subcontracts shall be subject to the terms and conditions of this contract and to any conditions of approval that the Department may deem necessary. Subject to the foregoing, this contract shall be binding upon the respective successors and assigns of the parties.
- XXXIV. Integrated Agreement/Merger: This contract, including all contract documents, represents the entire and integrated contractual agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether they were written or oral. This contract may be altered, amended, or modified only by a written document executed by the Department and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this contract shall not be construed or interpreted in favor or against the State, the Department, or the Contractor on the basis of draftsmanship or preparation.

XXXV. Notices: All notices required or permitted to be given under this contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address as shown below:

<b>For the Contractor:</b>	Name:	H. J. Blevins
	Title:	Mayor
	Organization:	City of Pascagoula
	Street Address:	603 Watts Avenue
	City, State, Zip:	Pascagoula, MS 39568
<b>For the Department:</b>	Name:	Dionne J. Richardson, DDS MPH
	Title:	State Dental Director
	Agency:	Mississippi State Department of Health
	Street Address:	570 E. Woodrow Wilson O-450
	City, State, Zip:	Jackson, MS 39215

XXXVI. Other terms of this contract are as follows:

XXXVII. A. Official Signatures for the contract on behalf of the Department are as follows:

_____	_____
Program Director/Originator	Date
_____	_____
Office Director/District Health Officer/District Administrator, or Designee	Date
_____	_____
Director of Health Administration/Chief Administrative Officer	Date

B. Official Signatures for the contract on behalf of the Contractor are as follows:

_____	_____
Contractor's Signature and Title	Date
_____	_____
Contractor's Signature and Title (if applicable)	Date

## ATTACHMENT B: CONFLICTS OF INTEREST

1. List the names of Members of the Board of Directors or other Governing Body:

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2. Are any Members of the Governing Body or Project Staff also MSDH employees?

Check one, only:  YES  NO

3. If Yes, please list the name of the MSDH employee(s) and the position held within the MSDH.

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4. Are any Members of the Governing Body or Project Staff also Spouses, Parents, or Children of MSDH Employees?

Check one, only:  YES  NO

5. If Yes, List the Name and Relationship to the MSDH employee:

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6. List all other current contracts with MSDH (include \$ amount and contract beginning & ending dates):

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7. Contractor's Signature:

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Signature

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Date

## **ATTACHMENT C: ADDITIONAL CONTRACTUAL TERMS**

(Use additional pages, as necessary)

### **ATTACHMENT C: ADDENDUM FOR FLUORIDATION FUNDING CONTRACT**

For the purposes of contracts through the Department's Division of Health Services Dental Program, the supplemental changes to "Attachment A: Terms of Contract" are as follows:

#### **I. Regulatory Authority:**

Regulation Governing Fluoridation of Community Water Supplies. The Contractor acknowledges that Title 15 Mississippi State Department of Health, Part IV Office of Health Protection, Subpart 15 Bureau of Public Water Supply Regulation (Attachment E) requires the installation and operation of fluoridation treatment equipment by Contractor as contemplated by this Contract due to the Department's identification of sufficient funding sources. The Contractor further acknowledges and agrees that the maintenance of the adjusted fluoridated water system shall be required for at least one year from the date of initial installation pursuant to such Regulations. The Contractor further acknowledges the requirements under the Regulations to monitor, test and report fluoride content and otherwise to utilize the fluoridation system and comply with applicable provisions of the Regulations.

#### **II. Project Incentive:**

1. Early Completion. If the Project is fully implemented within one year of the initial receipt of this contract by the Contractor, the Department agrees to provide incentive funding as funds permit through a secondary contract for costs associated with the operation and maintenance of the Project for a one-year period from the Implementation Date, on a reimbursement basis, excluding the personnel costs required for monitoring the operation of the Project.

2. On-Time Completion. If the Implementation Date for the project is not within one year, but the Department agrees that the Project was substantially on time based on various factors concerning the planning, construction, and delivery of project components, the Department agrees through a secondary contract to provide funding for fluoridation supplies as funds permit for costs associated with the operation and maintenance of the Project for a three-month period from the Implementation Date, on a reimbursement basis, excluding the personnel costs required for monitoring the operation of the Project.

#### **III. Breaches of Contract:**

1. Project Completion. The Contractor agrees and acknowledges that the failure to fully implement the Project within one (1) year of the initial receipt of this contract by the Contractor

shall constitute a default under this Contract. In such event, the Department shall be entitled to such remedies as are permitted under this Contract. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligations under this contract, the Contractor shall pay to the Department all costs and expenses (including, without limitation, investigative fees, and court costs, but excluding attorneys' fees) incurred by the Department in enforcing this contract or otherwise reasonably related thereto.

2. Defluoridation. In the event that the Contractor shall cease to operate the Project within the first five (5) years after the Implementation Date, or in the event that the Contractor shall be otherwise required to defluoridate the public water system, the Department shall, at its option and the Contractor's expense, have the authority to take possession of all equipment and supplies associated with the Project, and the Contractor shall receive no compensation therefor.

3. Operation and Maintenance of the Project. The Contractor agrees and acknowledges that the funding of the Project shall not include any allowance for personnel costs for the monitoring of the system upon its implementation.

#### IV. Project Description.

1. Engineering Consultant Costs. At the request of the Contractor, or upon the Contractor's failure to retain an engineering consultant within thirty (30) days of the Contractor's execution of this Contract, the Department shall retain on the Contractor's behalf the services of a designated engineering consultant for purposes of design, development and implementation of a system for the fluoridation of the public water system. Engineering consultant costs shall be a component of the Project Budget. If additional or alternative engineering consultants are required by the Contractor, the engineering consultant's total cost must be approved by the Department and made a part of the Project Budget as described in paragraph 3, and the Contractor shall not be eligible for cost reimbursement or advances pertaining to the engineering consultant's services and shall not be eligible for any operational funding unless the Contractor qualifies for project incentives describe above.

2. Funding of the Project. The Department agrees to provide funding to the Contractor in order to aid in the development and implementation of a system for the fluoridation of the public water system, including the purchase of necessary fluoridation equipment (the "Project"). Funds shall be used solely for the design and construction of the Project and, if eligible for project incentives, the operation and maintenance of the Project for up to two years from the Implementation Date, excluding the personnel costs required for monitoring the operations of the Project. The Contractor shall demonstrate to the satisfaction of the Department its ability to fund any cost of the Project which is not anticipated to be covered by the funding. The amount of the Department's funding will not exceed the appropriate percentage of the estimated reasonable cost of the project, as established by law, or such dollar limitation so established; provided, that in the event the actual reasonable cost of any project, as determined by the Department upon completion of construction, is less than the estimated reasonable cost upon which this contract is based, such actual cost shall be used to determine the amount of the final funding, and the Department's obligation shall be reduced as necessary to conform with the limitations set forth in the Project Budget.

3. Project Budget. A proposed Project Budget, Project Schedule and accompanying Project Specifications shall be developed by the Contractor in consultation with the Department's designated engineering consultant and submitted to the Department for review within thirty (30) working days of receipt of this contract. Within fifteen (15) working days of the receipt of the proposed budget, the Department shall prepare a Final Project Budget and Schedule for submission to the Contractor for acceptance, and if accepted by the Contractor within fifteen (15) working days, the Final Project Budget and Project Schedule for the completion and implementation of the Project shall be adopted as Attachment D to this Contract and shall be made of part of this Contract.

4. Design and Construction of the Project; Competitive Bids. The Project shall be constructed under the supervision of the approved engineering consultant and in accordance with the plans and specifications set forth with the Project Budget on Attachment D as shall be adopted by the parties. Construction of the project shall conform to the applicable requirements of state and local laws and ordinances. Upon the approval of the Project Budget, all construction and/or acquisition contracts related in any way to the Project shall be let by competitive bid procedures that assure award of such contracts shall comply with any applicable state or local ordinance for competitive bidding and applicable labor laws. All bids shall be subject to the review and approval of the Department's designated engineering consultant. Award of the contract shall be made to the responsible bidder submitting the lowest acceptable bid. The Contractor shall provide and maintain competent and adequate engineering supervision and inspection of the Project construction, to ensure that the Project is completed in accordance with the approved plans and specifications. The Department shall have no responsibility for, and shall not be held liable for, the action or inaction of all persons or entities engaged in such work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services.

5. Approval and Supervision of Project. The parties understand and agree that the Department has acted solely as a financing entity to assure the proper use of the funding provided under the contract, and that any decision by the Department to exercise or refrain from exercising any review or approval rights of plans, specifications, bid documents, or other construction documents under the Contract shall be made as a financier in the course of financing this effort and shall not be construed as making the Department a party to any contract. The parties further understand and agree that the Department may, from time to time, exercise its review or approval rights under this Contract, or discuss matters related to these rights or the Project with the parties to a contract, jointly or separately, without thereby incurring any responsibility or liability to the parties to the contract or to any one of them. Any approval or failure to approve by the Department shall not bar the Contractor or the Department from asserting any right, or relieve the third party of any liability which the third party might otherwise have to the Contractor. The Contractor shall include the foregoing provisions in all its contracts or subcontracts related to the Project.

6. Dispute Resolution. The Contractor shall be solely responsible for the resolution of any and all disputes arising out of or related to the Project, including any bidding disputes, payment disputes, and any other controversies associated with the contracts for construction of the Project and/or the acquisition of equipment. In the event that any disputes (including court actions to

enjoin the completion of the Project or any other referendum affecting the Project's implementation) shall arise which have not been resolved by the scheduling time-frames as outlined in the Project Specifications, the Contractor agrees to refund to the Department all unused funding received by the Contractor pending the resolution of the disputes and the resumption of the completion of the Project.

7. Arbitration. The Contractor agrees and acknowledges that the Department shall not be a party to any arbitration proceeding, but that any unresolved controversy or claim arising out of or relating to the Department's designated engineering consultant shall be submitted to non-binding arbitration in Mississippi, which arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force, or by any other form of arbitration mutually acceptable to the parties involved. Each party to the arbitration proceeding shall participate at its own cost and expense.

8. Implementation of the Project. The Department shall be notified upon the completion of construction and the Contractor's projected date for implementation of the Project. Before the operation of the system commences, the Department shall inspect and review the facility and shall issue an operations certificate to the Contractor which shall set forth the Implementation Date for purposes of this Contract. The Contractor shall then expeditiously proceed to cause the Project to be fully implemented as soon after the Implementation Date as is reasonably practicable.

## V. Miscellaneous Amendments

1. Sections III and IV are deleted.

2. Section VI is deleted and the following is substituted in its place:

The Contractor agrees to permit reasonable access by the Department and its designated engineering consultant to monitor the progress of compliance with the implementation requirements, including the inspection of the premises, the access to any pertinent records, participation in meetings with appropriate personnel and third parties, and compliance with other reasonable requests.

3. Section VII is deleted and the following is substituted in its place:

The Department agrees to provide reimbursement for the contract period. Such reimbursement will be made in monthly payments upon receipt of the necessary documentation. Any final reimbursement requests shall be submitted to the Department no later than thirty (30) days after the close of the contract. Failure to submit final billings within the stated time-frame for the contract may be grounds for the Department to deny reimbursement. The Contractor agrees and acknowledges that the following shall require the prior approval of the Department: (i) reimbursement in excess of the amount budgeted for any item; or (ii) reimbursement of items not included in the budget; or (iii) the transfer of budgetary amounts between expense categories in the budget.

4. Sections X, XI, and XII are deleted.

5. Sections XX and XXI are deleted.

6. Section XXIII is deleted and the following is substituted in its place:

In the event of failure of the Contractor to deliver goods or service in accordance with the contract terms and conditions, the Department, after thirty (30) days prior notice, may procure the services from other sources. This remedy shall be in addition to any other remedies that the Department may have.

7. Section XXIX is deleted.

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Contractor's Signature and Title Date

Councilman Simkins made a motion to approve the Public Water Fluoridation Contract with the Mississippi Department of Health 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 8-6-13)

(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 July 19, 2013, through August 2, 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 Hill, 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 Order adopted on the 6<sup>th</sup> day of August, 2013.

\*\*\*\*\*

Eddie Chandler, 3917 Sherwood Street, addressed the Council regarding poor drainage in his neighborhood. Mr. Chandler advised that he has resided at this location for 26 years and his home has been flooded seven times due to poor drainage. He stated something needs to be done and asked about plans by the City to correct the problem. The City Manager commented that we try to monitor the area and clean out the ditches. Mitigation or a buyout may be options to consider. Mayor Blevins stated that drainage is a high priority for the Council, and he thanked Mr. Chandler for bringing this matter to the Council’s attention.

\*\*\*\*\*

Ben Blake, 2503 Old Mobile Highway, briefly addressed the Council regarding a proposed project he is working on. Mayor Blevins thanked him for attending the meeting tonight.

\*\*\*\*\*

Councilman Taylor commented on the Zonta sponsorship that was approved earlier during the meeting and stated that he appreciates everything they do for the betterment of the community.

\*\*\*\*\*

Mayor Blevins reminded everyone of the teambuilding session for the Council on Tuesday, August 13, 2013, at 8:00 a.m. and Wednesday, August 14, 2013, at 8:00 a.m. at the Pascagoula Senior Center, 1912 Live Oak Avenue. He also stated the Council is aware of the many dilapidated buildings around town, and a plan will be developed to move forward in this area.

\*\*\*\*\*

Councilman Tipton made brief comments on the eight year old Dixie Youth championship team. He would like to recognize them at a Council meeting in the near future.

\*\*\*\*\*

Evelyn Draughn thanked the Council for the Zonta sponsorship tonight and the kind remarks.

\*\*\*\*\*

There being no further business to come before the Council at this time, Councilman Jackson made a motion to recess until Tuesday, August 13, 2013, at 8:00 a.m. at the Pascagoula Senior Center, 1912 Live Oak Avenue, Pascagoula, MS. The motion was seconded by Councilman Simkins 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 7:20 p.m.

APPROVED:

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H. J. Blevins, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
TUESDAY, AUGUST 13, 2013, AT 8:00 A. M.  
PASCAGOULA SENIOR CENTER  
1912 LIVE OAK AVENUE, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the Pascagoula Senior Center, 1912 Live Oak Avenue, in a recessed regular meeting on Tuesday, August 13, 2013, at 8:00 a.m. Mayor Blevins called the meeting to order with the following officials present:

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

Councilwoman Brenda Simkins was absent – arrived at 8:08 a.m.

City Manager Joe Huffman  
City Attorney Eddie Williams  
Asst. City Clerk Brenda Reed

Amy Whitten, J.D., Principal of The Whitten Group, P.A., Ridgeland, MS – facilitator

\*\*\*\*\*

Mayor Blevins welcomed everyone to the teambuilding session. The invocation was given by Councilman Tadlock and the pledge of allegiance was led by Councilman Hill. Joe Huffman, City Manager, introduced Amy Whitten, facilitator for the two-day session. Those in attendance were also introduced.

\*\*\*\*\*

Mayor Blevins announced that there are three items on the consent agenda that need action today.

\*\*\*\*\*

(Councilwoman Brenda Simkins arrived at 8:08 a.m.)

\*\*\*\*\*

The first item on the consent agenda was a request for permission to hang a banner at the welcome sign on Highway 90 to advertise the Junior Auxiliary of Pascagoula/Moss Point “Charity Boil” as recommended by Rebecca Davis, Main Street Director. The event date is Saturday, August 17, 2013.

Councilman Tipton made a motion to approve the request for permission to hang a banner at the welcome sign on Highway 90 to advertise the Junior Auxiliary of Pascagoula/Moss Point “Charity Boil” as recommended. 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 8-13-13)

\*\*\*\*\*

The next item for consideration was a request to approve a Sublease of Public Trust Tidelands Lease between the City of Pascagoula (sub-lessor) and Scott Bridge Company (sub-lessee), from Opelika, AL, for the west end of Lowry Island as recommended by Eddie Williams, City Attorney. Mr. Williams advised this is a lease with a contractor for a site on the west end of Lowry Island. The Secretary of State’s office has prepared the lease and given preliminary approval subject to approval by the City of Pascagoula. The contractor has already mobilized.

Councilman Tipton made a motion to approve a Sublease of Public Trust Tidelands Lease between the City of Pascagoula and Scott Bridge Company for the west end of Lowry Island as recommended, and authorize the Mayor to execute the related documents. 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 8-13-13)

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

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The next item for consideration was authorization for the City Attorney to send a letter of support for a feasibility study to Bruce Maghan, Gautier, MS, for the proposed development of a working waterfront project on the Graham property on Cedar Street (formerly known as Gulf City Fisheries) as recommended by Eddie Williams, City Attorney. Mr. Williams advised that Mr. Maghan contacted him and requested a letter of support due to an unanticipated deadline and the need to hand deliver the letter in Jackson this week.

The proposed letter is spread on the minutes as follows:

August 15, 2013

Mr. Bruce Maghan  
1508 Cedar Point Road  
Gautier, MS 39553

Re: Development of Working Waterfront on Graham Property

Dear Mr. Maghan:

As you know, the City Council took under advisement your recent request for support of a feasibility study on the above referenced matter. After due consideration, the Council authorized me to send you this letter expressing their support for a study to determine whether or

not the placement of a working waterfront at that location is feasible and would be beneficial to the surrounding community.

Please understand, however, that this support by the Council for a feasibility study does not imply or mean that the Council is committed to that particular use for the Graham property on Cedar Street. The Council also requested that the firm or company you hire to do the study be required to interview appropriate City staff and elected officials concerning permitting, zoning, building codes, floodplain and environmental issues.

The Council looks forward to reviewing the feasibility study with you once it is made available. If you should have any questions, please feel free to call.

Sincerely,

Eddie C. Williams  
City Attorney

ECW:khs

Councilman Tipton made a motion to authorize the City Attorney to submit the above letter of support for a feasibility study to Bruce Maghan, Gautier, MS, for the proposed development of a working waterfront project on the Graham property on Cedar Street as recommended. 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)

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

\*\*\*\*\*

Mr. Huffman reminded the Council of a public meeting regarding drainage which will be held on Thursday, August 15, 2013, at 6:00 p.m. at the Parks and Recreation Department at 2935 Pascagoula Street. Councilmen Tadlock and Hill advised they plan to attend the meeting.

\*\*\*\*\*

After opening remarks by Mayor Blevins, Amy Whitten began a teambuilding session and covered the following areas:

- (1) Team Building Exercise
- (2) Vision/Mission/Strategies – (Values/Beliefs/Philosophy)
- (3) Communication – this item was handled by Steve Renfroe, Chevron retiree
  - a. Internal to team and staff
  - b. External to the public and media
- (4) Organization overview

\*\*\*\*\*

After lunch, the Council was joined by members of the Executive Management Team. Each member gave an overview of their department staff and responsibilities.

\*\*\*\*\*

Mayor Blevins thanked the Council for attending the session today and stated he felt it was very productive. They received a lot of information which can be used on both professional and personal levels.

\*\*\*\*\*

After general comments from the Council, a motion was made by Councilman Tipton to recess until Wednesday, August 14, 2013, at 8:00 a.m. at the Pascagoula Senior Center, 1912 Live Oak Avenue, to transact such business as may lawfully come before the Council. 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".

The meeting ended at 4:55 p.m.

APPROVED:

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H. J. Blevins, Mayor

ATTEST:

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Brenda J. Reed, Asst. City Clerk

**RECESSED REGULAR MEETING OF THE CITY COUNCIL  
WEDNESDAY, AUGUST 14, AT 8:00 A. M.  
PASCAGOULA SENIOR CENTER  
1912 LIVE OAK AVENUE, PASCAGOULA, MISSISSIPPI**

The City Council of the City of Pascagoula, Mississippi, met at the Pascagoula Senior Center, 1912 Live Oak Avenue, in a recessed regular meeting on Wednesday, August 14, 2013, at 8:00 a.m. Mayor Blevins called the meeting to order with the following officials present:

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

City Manager Joe Huffman  
City Attorney Eddie Williams  
Chief Deputy City Clerk Carol Groen

Amy Whitten, J.D., Principal of The Whitten Group, P.A., Ridgeland, MS – facilitator

\*\*\*\*\*

Mayor Blevins welcomed everyone to the teambuilding session. Those in attendance were introduced. After brief comments, the invocation was given by Councilman Jackson followed by the pledge of allegiance.

\*\*\*\*\*

The following topics were discussed and no action was taken on any topic.

1. Roles & Expectations of Council Members, City Manager and City Attorney
2. Local Government Interaction with Federal, State, County and Committees/Commissions
3. Skills Enhancement Session on Communication with the Media
4. Tour of City facilities and project areas

\*\*\*\*\*

The following dates were set as tentative dates for work sessions: September 4, 2013, 8:30 – 11:30 and September 18, 2013, 8:30 – 11:30.

Councilwoman Simkins made a motion to set tentative work session dates 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”.

There being no further business to come before the Council at this time, Councilman Jackson made a motion to recess to Tuesday, August 20 2013, at 5:00 p.m. 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”.

The meeting ended at 4:45 p.m.

APPROVED:

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H. J. Blevins, Mayor

ATTEST:

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Carol Groen, Chief Deputy City Clerk





### AGENDA ITEM REQUEST FORM

Meeting Date: 8-20-2013

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 7-16-2013 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  
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REGULAR MEETING PASCAGOULA REDEVELOPMENT AUTHORITY

TUESDAY, JULY 16, 2013 AT 1:00 P.M.

CITY HALL, PASCAGOULA, MISSISSIPPI

The Pascagoula Redevelopment Authority met at City Hall in a regular meeting on Tuesday, July 16, 2013, at 1:00 PM. James Estabrook, Chairman, called the meeting to order at 1:01 PM with the following present:

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

Executive Director, Jen Dearman  
Director of Expansion and Asset Development JCEDF, Harry Schmidt  
Sharon Barlow, Arabesque Boutique  
Steve Loper, Lounge Lizard

Alan Sudduth was absent.

PRA Chairman Estabrook welcomed everyone to the meeting.

\*\*\*\*\*

The first item for consideration was the minutes from the PRA meeting held on June 13, 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, Grimes made a motion to ratify the purchase of insurance for the building located at 651 Delmas Avenue. The motion was seconded by Estabrook.

All present Board members were in favor.

\*\*\*\*\*

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

Ms. Barlow made a presentation on her proposal for the building.

No action was required of the Board.

\*\*\*\*\*

There being no further business to come before the Board, Walker moved to adjourn the meeting until August 8, 2013 at 10:00 AM. The motion was seconded by Fox.

All present Board members were in favor.

The meeting ended at 11:10 AM.





### AGENDA ITEM REQUEST FORM

Meeting Date: 8/20/13

Submitting Department or Individual: Pascagoula Mens Club

Contact Name: Pat Russell

Phone: 228-990-4992

**Agenda Topic:** Banner placement for Pascagoula Men's Club Fishing Rodeo at the corner of Pascagoula Street & HWY 90. The fishing rodeo is on September 7, 2013 and is being held at Lighthouse Park. We would like to place the banner on August 24<sup>th</sup> & remove it on September 7<sup>th</sup>.

*Attach additional information as necessary*

**Action Requested:**

Approve request for placement of banner.

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

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### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Bachtoberfest Event Banner Sign

*Attach additional information as necessary*

**Action Requested:**

Approve the request to hang the banner sign two weeks in advance to advertise the Gulf Coast Symphony fundraiser Bachtoberfest, at the Pascagoula Welcome Sign located on the corner of Highway 90 and Pascagoula Street. The event is October 19, 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

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### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Kiwanis 5K Banner Sign

*Attach additional information as necessary*

**Action Requested:**

Approve the request to hang the banner sign two weeks in advance of event to advertise the Kiwanis Club 5K, Run2Give, at the Pascagoula Welcome Sign located on the corner of Highway 90 and Pascagoula Street. The event is September 14, 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

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**AGENDA ITEM REQUEST FORM**

Meeting Date: August 20, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Advertising the resources of the City through HealthWaves Wellness Center & Ingalls Shipbuilding 2<sup>nd</sup> Annual 5K Run benefiting Special Olympics of Mississippi for \$100.00. The City is given legal authority to provide support to this group by Section 17-3-1.

*Attach additional information as necessary*

**Action Requested:**

Approve advertising

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

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Dear Potential RACE Sponsor:

Health Solutions Services, Inc., the health and wellness program provider for Ingalls Shipbuilding, will partner with Ingalls to host the 2<sup>nd</sup> Annual 5K on the Causeway benefiting Special Olympics of Mississippi. The event will be held at 9:00 a.m. on Saturday, September 28, 2013, on Singing River Island Causeway (formerly Naval Station Pascagoula) in Pascagoula.

As a partner in this charitable event, Health Solutions Services is coordinating the event sponsorship drive. Sponsorships are accepted in goods, food, door prizes goody bag promotional items (company logo items accepted) and any other items necessary for the planning and execution of this benefit. All business sponsors' names or logos will be displayed on the race day sponsor board. Donations valued at \$100 or greater will be recognized at one of the following levels.

**PLATINUM SPONSORSHIP - \$250**

- Business logo and name displayed on the back of race shirts
- Business logo and name displayed on race day sponsor board
- Distribution of marketing materials and/or product samples in goody bags (up to 500 bags)
- Four (4) free race registrations
- Four (4) free race shirts of choice (cool dri or cotton)

**GOLD SPONSORSHIP - \$100**

- Business name listed on back of race shirts
- Business name displayed on race day sponsor board
- Distribution of marketing materials and/or product samples in goody bags (up to 500 bags)
- Two (2) free race registrations
- Two (2) free race T-shirts (cotton)

Through year-round sports training and competitions, Special Olympics Mississippi empowers some 13,000 children and adults with intellectual disabilities to participate in their communities and develop a belief in themselves. Programs offered help athletes to better perform at school, home, work and in the community and are offered at no cost to the athletes. When you help an athlete, everyone wins!

Please join us in supporting Special Olympics of Mississippi by becoming a business sponsor. This is a great way to reach hundreds of consumers along the Gulf Coast and be linked to a wonderful cause!

We are looking for your support to help make this a successful fundraising event.

Sincerely,

Melissa Schnoor, Sr. Wellness Coordinator  
HealthWaves Wellness Center  
75 Wisconsin Loop – Singing River Island  
Pascagoula, MS 69567

[Melissa.schnoor@HII-Ingalls.com](mailto:Melissa.schnoor@HII-Ingalls.com)

(228) 235-3635

# INGALLS 5K ON THE CAUSEWAY



Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Donation Type: \_\_\_\_\_ Value: \_\_\_\_\_

Sponsor Recognition:  Platinum  Gold  Other (less than \$100)

Promotional Items for Goody Bag (Optional): Yes No

**SEPTEMBER 10, 2013 - PLATINUM AND GOLD SPONSORSHIP DEADLINE**

Make checks payable to Health Solutions Services, Inc. and mail with Sponsorship Form to:

Judy Sigalas  
HII-Ingalls Shipbuilding M/S E287-07  
P.O. Box 149  
Pascagoula, MS 39568

Special Olympics Non-profit Tax ID: 51-0185594



# INGALLS 5K ON THE CAUSEWAY SEPTEMBER 28, 2013

Benefiting Special Olympics Mississippi  
At Singing River Island  
Healthwaves Wellness Center  
75 Wisconsin Loop (Singing River Island)  
Pascagoula, MS 39567  
228-935-3486

- Race Course: Certified 5K fast and flat course starts at 9:00 AM
- \$15 early registration by Aug. 31
- \$20 late registration and race day
- Fun Run \$10 Kids under 12 \$7 starts at 10:00 AM

(Please print)

### Awards:

- Fastest Ingalls Shipbuilder awards male & female
- Top 3 overall male & female
- Top 3 male & female in age groups
- Top Masters (40-49) male & female
- Top Grandmasters (50+) male & female
- Top 3 Race walkers, male & female
- Top 3 Fun Run boys & girls

LAST NAME FIRST NAME DEPT/BADGE (Ingalls employees only)

HOME MAILING ADDRESS CITY & STATE ZIP

(AREA CODE) PHONE # E-MAIL (You will be contacted through email with event information)

AGE \_\_\_\_\_  
AGE ON EVENT DAY  
(used for award purposes only)

SEX MALE ( ) FEMALE ( )

Participant EMPLOYEE ( ) OTHER ( )

5K RUN ( ) 5K WALK ( ) Fun Run ( )

T-SHIRT Cool dry ( ) Cotton ( )  
Cool dry choice available only to  
participants registered by August 31<sup>st</sup>

ADULT S ( ) M ( ) L ( ) XL ( ) 2XL ( ) 3XL ( )

YOUTH S ( ) M ( ) L ( ) XL ( )

(Waiver) I, the undersigned, extending to be legally bound for my spouse, children, my legal representatives, successors, assigns and I do hereby

- Acknowledge that my participation in any road race exposes me to possible injury and I fully assume all risks inherent in my participation. I know that running a road race is a potentially hazardous activity. I should not enter or run unless I am medically able and properly trained. I also know that there may be traffic on the course route. I assume any and all other risks associated with running this event including but not limited to fall, contact with other participants, the effects of the weather, including high heat and/or humidity, and condition of the roads - all risks being known and appreciated by me.
- Knowing these facts, and in consideration of the sponsors accepting my entrance fee, I hereby for myself (or my minor child, if applicable), my heirs, executors, administrators, or anyone else who might claim on my behalf, waive and release and covenant not to sue Huntington Ingalls Incorporated, Health Solutions Services Inc., Jackson County, or Jackson County Port Authority and any and all other sponsors of this event, including their agents, employees, assigns, or anyone acting on their behalf, and any volunteers acting for the event, from any and all claim or liability for death, personal injury or property damage of any kind or nature whatsoever arising out of or in the course of my participation in this event. This Release and Waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
- I hereby agree to indemnify and hold harmless Huntington Ingalls Incorporated, Health Solutions Services, Inc., Jackson County, or Jackson County Port Authority and anyone associated or affiliated with the sponsors of this event from any and all liability, loss, damage, expense, or cost of any kind of nature whatsoever from any and all claims for property damage, personal injury and/or any other claims arising from my participation in the event, including claims that are known or unknown, foreseen or unforeseen, future or contingent.
- I hereby covenant that I shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against Huntington Ingalls Incorporated, Health Solutions Services, Inc., Jackson County, or Jackson County Port Authority, the other sponsors, and anyone associated or affiliated with these institutions arising out of, relating to, or in connection with the activities, causes of action, claims and demands hereby waived, released or discharged by me.
- I hereby attest that I am aware of the extent of the physical exercise associated with the run and that I am physically fit to participate, and
- I hereby consent to receive medical treatment in the event of injury, accident, and/or illness during my participation in the 5K run/walk event.
- The undersigned also grants full permission to the event sponsors and/or their agents to use my image, photographs, videotapes, motion pictures, recording or any other record of this event for any purpose.
- Applications for minors are accepted only with permission and signature of a parent or guardian.

I have read the foregoing and I fully understand and agree to it or for my minor child, as applicable.



Signature of Runner

Date

Signature of Parent if Runner under 18

Date

Register by mail:

JUDY SIGALAS – M/S E287-07 HII-Ingalls Shipbuilding, P.O. Box 149, Pascagoula, MS 39568 PH: 228-935-1319 - [judy.sigalas@hii-ingalls.com](mailto:judy.sigalas@hii-ingalls.com)

Make checks payable to "HealthWaves 5K"

Register Online:

<https://webapps.ingalls.com/HealthWaves> or  
<http://www.active.com>





### AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: City Clerk

Contact Name: Brenda Reed

Phone: 938-6615

**Agenda Topic:** Amend Janitorial Contract with Fred's Janitorial, LLC

*Attach additional information as necessary*

**Action Requested:**

Council approval to amend Exhibit J of Janitorial Contract to delete operations trailer and replace with two pods (Operations & Code Enforcement). Monthly Fee will increase by \$160.00. See attached Amendment and Exhibit J. Authorize City Manager to sign document.

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

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# Amendment 1

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Date of Issuance: August 21, 2013  
Contract: Janitorial Service Agreement  
Owner: City of Pascagoula  
Date of Contract: October 17, 2012  
Contractor: Fred's Janitorial, LLC  
3242 Dean Nursery Rd, Lucedale, MS 39452

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**The Contract Documents are modified as follows upon execution of this Amendment:**

Description: Amend Exhibit J of Janitorial Contract to delete operations trailer and replace with two (2) pods (Operations & Code Enforcement).

Attachments: Original Exhibit J and Amended Exhibit J

---

***CHANGE IN CONTRACT PRICE:***

Original Contract Price  
\$8977.00 monthly

Increase resulting from this Amendment:  
\$160.00 monthly

Contract Price incorporating this Amendment:  
\$ 9137.00 monthly

---

***CHANGE IN CONTRACT:***

Remove Operations Trailer  
Replace with two (2) Pods (Operations – Building A &  
Code Enforcement – Building B) to Janitorial Contract  
Address location: 4015 14<sup>th</sup> Street

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

---

Accepted:

By: \_\_\_\_\_  
City of Pascagoula

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

---

Accepted:

By: \_\_\_\_\_  
Fred's Janitorial, LLC

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

**Exhibit J (ORIGINAL)**

**OPERATIONS TRAILER**

**(Office Trailer at 4015 14<sup>th</sup> Street – behind Code Enforcement Building**

**and Property Maintenance Building (beside Operations Trailer)**

**(A) THREE (3) TIMES PER WEEK DUTIES:**

1. Empty the wastebaskets and replace wastebasket liners as needed, place all garbage in the outside bin provided by the City.
2. Sweep all floors.
3. Mop the floors.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.

**(B) WEEKLY DUTIES:**

1. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) MONTHLY DUTIES:**

1. High speed buff all tile floors.

**(D) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.
4. Clean inside window ledges, or as needed.
5. Clean baseboards, or as needed.
6. Strip, mop and wax all tile floors (using a quality non-skid wax), or as needed.

**Exhibit J – Price - \$\_\_\_\_\_**

**Exhibit J (AMENDED)**

**OPERATIONS (BUILDING A) & CODE ENFORCEMENT (BUILDING B) PODS**  
**(4015 14<sup>th</sup> Street – directly behind Planning, Inspections & Engineering**

**and Property Maintenance Building (beside Operations Trailer)**

**(A) THREE (3) TIMES PER WEEK DUTIES:**

1. Empty the wastebaskets and replace wastebasket liners as needed, place all garbage in the outside bin provided by the City.
2. Sweep and vacuum all floors.
3. Mop the floors.
4. Clean the restrooms (toilet, sink, and mirrors) and leave an adequate supply of toilet paper, paper towels, and soap in each one.

**(B) WEEKLY DUTIES:**

1. Dust all desks, file cabinets, tables, shelves, and other furniture, etc.

**(C) QUARTERLY DUTIES:**

1. Clean all ceiling, HVAC, and exhaust vents.
2. Clean windows inside and outside, or as needed.
3. Clean all blinds.
4. Clean inside window ledges, or as needed.
5. Clean baseboards, or as needed.

**(D) SEMI-ANNUAL DUTIES:**

1. Shampoo all carpets.



## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Planning, Inspections and Engineering

Contact Name: Jaci Turner

Phone: 938-6726

**Agenda Topic:** Supplemental Agreement #1 for the Beach Promenade Project

*Attach additional information as necessary*

### Action Requested:

Approve Supplemental Agreement #1 with Sumrall's Construction Company to allow for an alternate installation of lights at the east end of the project and to add quantities to circuit wiring at the west end of the project. The alternate on the east end will remove a circuit, and add LED lights to the end of the existing circuit. When the project was bid, this was not cost effective, but pricing has changed, and this alternate will reduce operating costs of the lighting system. The additional wiring at the west end is due to discovery that the existing circuit extends farther than anticipated, and additional wiring is needed to serve lights beyond the project limits. The cost share will be 80% MDOT funds, 20% local funds for the increase of \$6,468.00, which remains within the originally budgeted funds because the bids were lower than anticipated. Authorize the City Manager to execute relevant documents.

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

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**CITY OF PASCAGOULA  
SUPPLEMENTAL AGREEMENT NO. 1**

**WHEREAS, WE**, Sumrall's Construction Company, CONTRACTOR and Travelers Casualty and Surety Company of America, SURETY, entered into a contract with the City of Pascagoula, LPA, on the 4<sup>th</sup> day of February, 2013, for the construction of Federal Aid Project No. STP-8961-00(006)LPA/106061-701000, Jackson County; and

**WHEREAS:** We propose an alternate solution for re-servicing the 4 existing roadway lights just east of the Promenade project. Initially, plans required the Contractor to set a new meter point at the pump station at Yacht Club Road and run a new circuit to the remaining light poles. The proposed alternate solution would eliminate this new meter point and new circuit and instead, would convert the existing light fixtures to LED lights that would then be serviced from the new circuit constructed for the Promenade lights.

**WHEREAS:** During construction it was discovered that the existing circuit servicing the lights already in service on the beach extended beyond the western limits of our project. As a result, we will need to replace approximately 660 linear feet of circuit to reconnect the roadway lights west of the promenade project limits.

**NOW THEREFORE:** The proposed work will be accomplished with the following pay items and applicable original unit bid items;

**Add the following Quantities / Pay Items:**

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	CONTRACT COST
104-A001	Extra Work - Convert Existing Four (4) Light Fixtures to LED	LS	1	\$4,666.00	\$4,666.00
682-A016	Underground Branch Circuit, AWG 2, 4 Conductor	LF	810	\$10.90	\$8,829.00

**Delete the following Quantities / Pay Items:**

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	CONTRACT COST
682-A036	Underground Branch Circuit, AWG 8, 3 Conductor	LF	480	(\$5.85)	(\$2,808.00)
682-B036	Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	LF	40	(\$19.60)	(\$784.00)
682-D001	Underground Pull Box	EA	1	(\$735.00)	(\$735.00)
685-D001	Service Pole	EA	1	(\$2,700.00)	(\$2,700.00)

Total Original Construction Costs:	\$789,663.00
Total Increase in Construction Costs:	\$6,468.00
Total Revised Construction Costs:	\$796,131.00

The Contract is amended per the attached sheets in order to convert the existing 4 roadway lights east of the Promenade project to LED lights that would then be serviced from the new circuit constructed for the Promenade lights. Also, the replacement of approximately 660 linear feet of circuit to reconnect the roadway lights west of the promenade project limits. The overall cost will increase by \$6,468.00 and the Contract Completion Date of September 6, 2013 will be extended by fourteen (14) calendar days. The revised completion date shall be September 20, 2013.

It is mutually agreed that the above stated price is full and final compensation for all materials, equipment, labor, traffic control, and incidentals necessary to complete the work addressed herein. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

**NOW, THEREFORE, WE, SUMRALL'S CONSTRUCTION COMPANY, CONTRACTOR, and Travelers Casualty and Surety Company of America, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.**

Dated, this \_\_\_ day of \_\_\_\_\_, 2013.

**CONTRACTOR**

Sumrall's Construction Company

**SURETY**

Travelers Casualty and Surety Company of America

\_\_\_\_\_

\_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Project Engineer

\_\_\_\_\_  
FHWA (If Applicable)

**APPROVED:**

\_\_\_\_\_  
District Engineer

**Dated this \_\_\_ day of \_\_\_\_\_, 2013**

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-8961-00(006)LPA/106061-701000  
 3. DATE 7/8/2013 4. LPA CITY OF PASCAGOULA  
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	104-A001 Extra Work (Convert Existing Four (4) Light Fixtures to LED)	0	1	1	LS	\$ 4,666.00	\$ 4,666.00
<b>Reason:</b> Add pay item due to conversion of existing four (4) light fixtures to LED just east of the Promenade project that would then be serviced from the new circuit constructed for the Promenade lights.							
2	86+75-80+15 682-A016 Underground Branch Circuit, AWG 2, 4 Conductor	4,460	5,270	810	LF	\$ 10.90	\$ 8,829.00
<b>Reason:</b> Add additional quantity for circuit at Park, west to bridge (B.O.P.) and to connect fixtures being connected to LED lights.							
3	682-D001 Underground Pull Box	3	2	-1	EA	\$ 735.00	\$ (735.00)
<b>Reason:</b> Delete quantity							
4	682-A036 Underground Branch Circuit, AWG 8, 3 Conductor	480	0	-480	LF	\$ 5.85	\$ (2,808.00)
<b>Reason:</b> Delete pay item							
5	682-B036 Underground Branch Circuit, Jacked or Bored, AWG 8, 3 Conductor	40	0	-40	LF	\$ 19.60	\$ (784.00)
<b>Reason:</b> Delete pay item							
6	685-D001 Service Pole	1	0	-1	EA	\$ 2,700.00	\$ (2,700.00)
<b>Reason:</b> Delete pay item							

6.	Original Cost Estimate for Project:	Dated: <u>2/4/2013</u>	\$ <u>789,663.00</u>
7.	Changes by Previous Quantity Adjustment(s)	\$ <u>-</u>	\$ <u>789,663.00</u>
8.	Changes This Quantity Adjustment	QA1	\$ <u>6,468.00</u>
9.	a. Original Construction Engineering and Contingencies	\$ <u>196,537.00</u>	
	b. Less - Total of <u>All</u> Quantity Adjustments to Date	\$ <u>6,468.00</u>	
	c. Less - Construction Engineering Expenses to Date	\$ <u>157,053.98</u>	
	d. Equals - Remaining Const. Eng and Contingencies	\$ <u>33,015.02</u>	
10.	Revised Total Estimated Cost of Project		\$ <u>789,663.00</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL  
 Date Requested \_\_\_\_\_  
 \_\_\_\_\_  
 Project Engineer  
 Date Approved \_\_\_\_\_  
 \_\_\_\_\_  
 LPA Official

CITY OF PASCAGOULA  
 BEACH FRONT PROMENADE  
 FEDERAL AID PROJECT STP-8961-00(006)LPA/106061-701000

COST PROPOSAL TO REPLACE FOUR OLD LIGHTS

**ALTERNATE ONE - 150 WATT**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
	Replace Lights With 150 Watt	EA	4.00	\$1,012.00	\$4,048.00
				Markup	\$607.20
					\$4,655.20
	<b>Deduct</b>				
682-A036	Underground Branch Circuit,, AWG 8, 3 Conductor	EA	(480.00)	\$5.85	(\$2,808.00)
682-B036	Underground Branch Circuit,, Jacked or Bored , AWG 3 Conductor	EA	(68.00)	\$19.60	(\$1,332.80)
	Net Change Order Alternate One		Increase		\$514.40

**ALTERNATE TWO - 250 WATT**

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
	Replace Lights With 250 Watt	EA	4.00	\$1,265.00	\$5,060.00
				Markup	\$759.00
					\$5,819.00
	<b>Deduct</b>				
682-A036	Underground Branch Circuit,, AWG 8, 3 Conductor	EA	(480.00)	\$5.85	(\$2,808.00)
682-B036	Underground Branch Circuit,, Jacked or Bored , AWG 3 Conductor	EA	(68.00)	\$19.60	(\$1,332.80)
	Net Change Order Alternate Two		Increase		\$1,678.20

New Reply | Delete Archive Junk | Sweep Move to Bu

Search email



### Pascagoula Beachfront

HAS

Folders

Inbox 25

Junk 179

Drafts 73

Sent

Deleted 70

Football pool wk 1

New folder

Quick views

Documents 2

Flagged

Photos 1

Shipping updates

New category



HAS Electric 6/24/13

To: Bert Taylor



Already  
Facebo

Proposed change order for the Pascagoula Beachfront Promenade

Deduct 480- (682-A036) Underground Branch Circuit, Awg 8,3 Conductor

\$4.78 each \$2,294.40

Deduct 68- (682-B036) Underground Branch Circuit, Jacked or Bored, Aug,

3 conductor \$16.00 each \$1,088.00

Deduct 1 (685-D001) Service Pole

\$2,200.00

Total Deduct \$5,582.40

Please go ahead and send in change order for approval on the lights that I sent to you on May 28, 2013.

Thank You,

--

Theresa Redo

H.A.S. Electrical Contractors Inc

228-860-0410

Conter

New Reply | Delete Archive Junk | Sweep Move to Bu

tredo@cableone.net

### Promenade Pascagoula

HAS

#### Folders

Inbox 25

Junk 179

Drafts 73

Sent

Deleted 70

Football pool wk 1

Search Results

New folder

#### Quick views

Documents 2

Flagged

Photos 1

Shipping updates

New category

To see messages related to this one, group messages by conversation.



HAS Electric 5/28/13

To: jll@canoneng.com, Bert Taylor



Already Facebo

#### Pascagoula Promenade

Subject: (4 old lights) This will have to go through Sumrall Construction, and they will have to add tax, bond and percentage of profit. Please let me know if you have any questions.

150 Watt	\$650.00
Labor	<u>150.00</u>
	800.00
15% Overhead	<u>120.00</u>
	920.00
10% Profit	<u>92.00</u>
Total	1,012.00

250 Watt	\$850.00
Labor	<u>150.00</u>
	1,000.00
15% Overhead	<u>150.00</u>
	1,150.00
10% Profit	<u>115.00</u>
Total	1,265.00

--  
Theresa Redo  
H.A.S. Electrical Contractors Inc  
228-860-0410

Conter



**CITY OF PASCAGOULA  
AGENDA ITEM REQUEST FORM**

Meeting Date: August 20, 2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman Phone: (228)938-6651

**Agenda Topic:** Payment to J.O. Collins for Round Island Lighthouse

*Attach additional information as necessary*

**Action Requested:** Approve manual check to J.O. Collins for pay application #4 in the amount of \$53,529.65 after approval of budget amendment.

Budgeted Item Yes  No

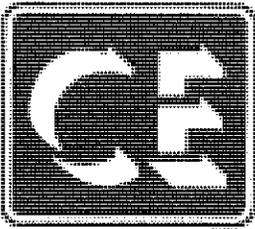
Contract Required Yes  No

Mayor or Manager's Signature Required Yes  No

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

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

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



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

July 26, 2013

156 Wilson Street  
Biloxi, MS 39530

Phone: 334.411.2113  
Fax: 334.432.8149

Ms. Jen Dearman  
Director of Community and Economic Development  
City of Pascagoula  
P.O. Drawer 908  
Pascagoula, MS 39568-0908

Re: Round Island Lighthouse Restoration  
Phase 3: Restoration/Reconstruction of Lighthouse

Dear Ms. Dearman:

Please find enclosed Contractor's Pay Application Number 4 for the above referenced project. We have reviewed J. O. Collins Contractor, Inc.'s payment application and recommend payment in the amount of \$53,529.65.

Should you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III  
Senior Vice President

GJD/cf

Enclosure

pc: J. O. Collins Contractor, Inc.

PASCAGOULA

BILOXI

MOBILE



Item #	Description	Units	Qty.	Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	
				Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
1	Mobilization/demobilization	LS	1	\$ 63,600.00	\$ 63,600.00	0.60	\$ 38,160.00	0.15	\$ 9,540.00	0.75	\$ 47,700.00	15.00%	75.00%
2	Structural steel band around base of existing foundation	LS	1	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00		\$ -	1.00	\$ 6,500.00		100.00%
3	Concrete foundation in existing lighthouse	LS	1	\$ 30,300.00	\$ 30,300.00	1.00	\$ 30,300.00		\$ -	1.00	\$ 30,300.00		100.00%
4	Steel structure including center support post, lintels, and brackets	LS	1	\$ 297,000.00	\$ 297,000.00	0.98	\$ 291,060.00	0.02	\$ 5,940.00	1.00	\$ 297,000.00	2.00%	100.00%
5	Lantern gallery installation onto steel structure	LS	1	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00		\$ -	1.00	\$ 9,000.00		100.00%
6	Lantern gallery glazing/glass (impact rated)	LS	1	\$ 8,500.00	\$ 8,500.00		\$ -		\$ -	1.00	\$ 8,500.00		100.00%
7	C.O. #1 - Reclaiming brick from existing masonry components (brick - material only - cost per 1,000)	EA	0	\$ 5,000.00	\$ -		\$ -		\$ -		\$ -		
8	Exterior masonry complete including all accessories (brick - labor only, see Item 7 for material)	EA	1	\$ 77,000.00	\$ 77,000.00		\$ -	0.42	\$ 32,340.00	0.42	\$ 32,340.00	42.00%	42.00%
9	Exterior masonry brick steps and concrete foundation	LS	1	\$ 5,800.00	\$ 5,800.00		\$ -		\$ -		\$ -		
10	Exterior masonry whitewash	LS	1	\$ 11,600.00	\$ 11,600.00		\$ -		\$ -		\$ -		
11	Exterior soapstone coping	LS	1	\$ 14,000.00	\$ 14,000.00		\$ -		\$ -		\$ -		
12	Lighthouse entrance door (impact rated)	EA	1	\$ 5,500.00	\$ 5,500.00		\$ -		\$ -		\$ -		
13	Lighthouse double hung wood window (impact rated)	EA	1	\$ 2,600.00	\$ 2,600.00		\$ -		\$ -		\$ -		
14	Lightning protection	LS	1	\$ 29,600.00	\$ 29,600.00		\$ -		\$ -		\$ -		
15	C.O. #1 - Delete galvanized coating included in Line item 4 above and add paint coating	LS	1	\$ (717.73)	\$ (717.73)	1.00	\$ (717.73)		\$ -	1.00	\$ (717.73)		100.00%
Alt. 1A	C.O. #1 - External masonry - supplementing reclaimed brick with new replica brick (brick - material only - cost per 1,000)	EA	15	\$ 4,500.00	\$ 67,500.00	15.00	\$ 67,500.00		\$ -	15.00	\$ 67,500.00		100.00%
TOTALS:					\$ 627,782.27		\$ 441,802.27		\$ 47,820.00		\$ 489,622.27	7.6	78.0

Note: 1.) Item 7 will not be utilized, as it was determined that reclaiming brick was not possible.  
See Item Alt. 1A.

2.) C.O. #1 - Line items modified or added by Change Order No. 1.

VALUE OF COMPLETED WORK \$ 489,622.27  
MATERIAL INVENTORY 8527.00  
SUBTOTAL \$ 498,149.27  
LESS 5% RETAINAGE \$ 24,907.46  
NET DUE \$ 473,241.81  
LESS PREVIOUS PAYMENTS \$ 419,712.16  
TOTAL THIS ESTIMATE \$ 53,529.65

APPLICATION NO.: 4

PERIOD: 5/16 TO 6/30, 2013

PROJECT: Round Island Lighthouse Restoration Phase 3: Restoration/Reconstruction of Lighthouse

CONTRACTOR: J. O. Collins Contractor, Inc.

**PAYMENT APPLICATION AND  
CERTIFICATE MATERIALS  
ON HAND SCHEDULE**

Bid Item #	Description	Value Previous Application	Value of Material Incorporated into Stored This Period	Value of Additional Material Stored This Period	Total Value of Stored Material This Application
11	Exterior Soapstone Coping	0	0	8527.00	8527.00
	See attached: payments to CCS Stone, Inc.	Check #62521 for 4,055.00			
		Check #63673 for 4,472.50			
	Total	8527.00			
	Subtotal/Total	0	0	8527.00	8527.00

Check#: 62521

Date: 02/07/2013

Vendor#: 1095 CCS Stone, Inc

Invoice#  
131128

Job/Description  
3536 Round Island Lig

Balance  
4,055.00

Retain

Discount

This Check  
4,055.00

02/07/2013 \$ \*4,055.00

EXACTLY FOUR THOUSAND FIFTY-FIVE DOLLARS

CCS Stone, Inc  
9-11 Caesar Place  
Moonachie NJ 07074



# ORDER ACKNOWLEDGEMENT

9-11 Caesar Place Moonachie, NJ 07074  
Tel: 201-933-1515 Fax: 201-933-5744  
www.ccsstone.com

*ATTN: CHUCK COLLINS*

Order 131128  
Customer J.O. COLLINS CONTRACTOR  
Date 2/6/2013

*CONFIRM FULL NAME & ADDRESS FOR SHIP TO.*

**Bill To**  
J.O. COLLINS CONTRACTOR INC.  
206 IBERVILLE DRIVE  
BILOXI, MS 39533

**Ship To**  
TO BE ADVISED  
CINCINNATI, OH 45242

Purchase Order	Ship Via	FOB	Ship Date	Entered By	Sales rep	Terms
OTHER TRUCK	CCS Warehouse	BA	2/6/2013	JM	Pay In Advance	

Product	Description	Ordered	Price	Amount
FAB	SOAPSTONE 2 1/2" THICK HONED CUT TO SIZE PER APPROVED SHOP DRAWINGS	1.00 Ea	7,150.00Ea	\$7,150.00

*NOTE:*  
APPROVED SAMPLE BARROCA HONED.  
SAMPLE ANCHORS TO BE SUPPLIED BY  
CUSTOMER THEN FINAL SHOP TICKETS  
WILL BE PREPARED FOR APPROVAL

SHIPPING CHARGES	ESTIMATED SHIPPING CHARGES ON A FLATBED TRAILER TO CINCINNATI, OH 45242	1.00 Ea	960.00Ea	\$960.00
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**\*\* FOB: MOONACHIE, NJ \*\***

**\*\* 50% DEPOSIT REQUIRED WITH ORDER  
BALANCE DUE PRIOR TO SHIPPING.**

*Please sign below to confirm  
and fax back.*

*Oh*  
*3536-4400 mt*  
*8110.00*  
*=*  
*4055.00*

*Chuck Collins*

Current production schedule is \_\_\_\_\_ business days, from the date of receipt of confirmed order, deposits, approved shop drawings, necessary hardware, or any other items related to the processing of this order.  
Weekly storage charges of: \$ \_\_\_\_\_ will apply for orders stored more than 10 business days from completion.  
All claims must be submitted in writing within 10 days of receipt of goods. Customer is responsible to make all freight claims in accordance to the carrier's terms of shipment. No claims accepted on installed materials. Returns must be approved in writing by an authorized CCS Stone representative, and may be subject to a 20% relocking fee. Any payments returned uncollectable to our bank will incur an additional \$30 fee. Customer agrees to pay all costs for collection including attorney and court fees if necessary. Past due balances are subject to 1-1/2% interest per month.

**Sub-total \$8,110.00**

Accepted by: *[Signature]* Date: *1/1*

**Total \$8,110.00**

I have read and understand the terms described above. I agree to the CCS Stone, Inc. Terms and Conditions of sale as outlined @ www.ccsstone.com

Check#: 63673

Date: 06/12/2013

Vendor#: 1095 CCS Stone, Inc

Invoice#

Job/Description

Balance

Retain

Discount

This Check

131128

3536 Round Island Lig

4,472.50

4,472.50

06/12/2013 \$ \*4,472.50

FOUR THOUSAND FOUR HUNDRED SEVENTY-TWO AND 50/100 DOLLARS

CCS Stone, Inc  
9-11 Caesar Place  
Moonachie NJ 07074



# PRO FORMA INVOICE

9-11 Caesar Place Moonachie, NJ 07074  
Tel: 201-933-1515 Fax: 201-933-5744  
www.ccsstone.com

Order 131128  
Customer J.O. COLLINS CONTRACTOR  
Date 2/8/2013

3536-4400 *main*

**Bill To**  
J.O. COLLINS CONTRACTOR INC.  
206 IBERVILLE DRIVE  
BILOXI, MS 39533

**Ship To**  
J.O. COLLINS CONTRACTOR INC.  
815 CYPRESS AVE.  
PASCAGOULA, MS 39567

**Purchase Order** OTHER TRUCK    **Ship Via** CCS Warehouse    **FOB** BA    **Ship Date** 2/6/2013    **Entered By** JM    **Sales rep** Pay In Advance    **Terms**

Product	Description	Ordered	Price	Amount
FAB	SOAPSTONE 2 1/2" THICK HONED CUT TO SIZE PER APPROVED SHOP DRAWINGS	1.00 Ea	7,150.00Ea	\$7,150.00
SHIPPING CHARGES	SHIPPING CHARGES TO PASCAGOULA, MS 39567	1.00 Ea	1,020.00Ea	\$1,020.00
FAB	1 PIECE ADDED FOR ATTIC STOCK	1.00 Ea	357.50Ea	\$357.50

\*\* RCVD DEPOSIT OF \$4055.00  
BALANCE DUE \$4472.50

→ Ready - Please send balance due.

Current production schedule is \_\_\_\_\_ business days, from the date of receipt of confirmed order, deposits, approved shop drawings, necessary hardware, or any other items related to the processing of this order.  
Weekly storage charges of \$ \_\_\_\_\_ will apply for orders stored more than 10 business days from completion  
All claims must be submitted in writing within 10 days of receipt of goods. Customer is responsible to make all freight claims in accordance to the carriers terms of shipment. No claims accepted on installed materials. Returns must be approved in writing by an authorized CCS Stone representative, and may be subject to a 20% restocking fee. Any payments returned uncollectable to our bank will incur an additional \$30 fee. Customer agrees to pay all costs for collection including attorney and court fees if necessary. Past due balances are subject to 1-1/2% interest per month.

**Sub-total** \$8,527.50

**Total** \$8,527.50

Accepted by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I have read and understand the terms described above. I agree to the CCS Stone, inc. Terms and Conditions of sale as outlined @ www.ccsstone.com





### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** MEMA Agreements for Acquisition Application

*Attach additional information as necessary*

**Action Requested:**

Authorize the City Manager to execute documents necessary to complete a MEMA acquisition application.

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 CITY COUNCIL MEETING**

**MEMA MITIGATION GRANT PROGRAM  
PROJECT APPLICATION – GENERAL**

TO: Mississippi Emergency Management Agency

FROM: Applicant: City of Pascagoula

RE: Project Title: McCool Buyout

**MAINTENANCE AGREEMENT**

The City of Pascagoula (*city, town, county*), Mississippi, as the Subgrantee, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of any real property, structures, or facilities acquired as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin.

The purpose of this Maintenance Agreement is to make clear the Subgrantee's maintenance responsibilities following project award, and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supercede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

I am duly authorized by Pascagoula City Council (*governing body of the Subgrantee*) to execute this Maintenance Agreement.

Signature: \_\_\_\_\_ Date (m/d/yyyy): 08/20/2013

Printed Name: Joseph R. Huffman

Title: City Manager

**MEMA MITIGATION GRANT PROGRAM  
PROJECT APPLICATION – ACQUISITION**

TO: Mississippi Emergency Management Agency  
FROM: Applicant: City of Pascagoula  
RE: Project Title: McCool Buyout

CERTIFICATE OF ACQUISITION CONDITIONS

I, Joseph R. Huffman (*name*), City Manager (*title*),  
the duly authorized representative of the Applicant, the City of Pascagoula  
(*city, town, county*), do hereby certify that each owner of property listed in this grant application  
has been contacted and has voluntarily expressed a willingness to participate in the proposed  
acquisition of his or her property.

The City of Pascagoula (*city, town, county*) understands that any and all property  
acquired under the Hazard Mitigation Grant Program or the Flood Mitigation Assistance Program  
will be maintained by the Applicant or approved designee and shall be governed by guidelines set  
forth in federal regulations, summarized below [44 CFR Sec. 206.434(d)], unless otherwise  
approved by the Mississippi Emergency Management Agency and the Federal Emergency  
Management Agency as part of the grant application.

Acquisition projects are eligible for assistance only if the applicant/subgrantee agrees to certain  
conditions. Please check the following to indicate that you have read and accept the conditions:

- Acquired property may be re-used for allowable open space, recreational, and wetland  
management uses. Such uses include parks for outdoor recreational activities, nature reserves,  
cultivation, grazing, camping (except where adequate warning time is not available to allow  
evacuation), temporary storage in the open of wheeled vehicles that are easily movable  
(except mobile homes), unimproved and pervious parking lots, and buffer zones. Other uses  
must be explicitly approved by FEMA, including reforestation, stormwater management, and  
as part of other flood control or management purposes.

**MEMA MITIGATION GRANT PROGRAM  
PROJECT APPLICATION – ACQUISITION**

- The deeds of acquired property will include a specific restrictive covenant specifying that the properties shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices.
- The deeds of acquired property will include a specific restrictive covenant specifying that no new structures will be built on the properties except a public rest room or a public facility that is open on all sides and functionally related to a designated open space or recreational use, or a structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which FEMA explicitly approves in writing before the construction begins. Any new structure shall comply with the local floodplain management ordinance and building code, and shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.
- Future disaster assistance will be not be provided for damage associated with any acquired property, even for damage that would otherwise be eligible under FEMA's Public Assistance program (such as damage to a public rest room or recreation facility).

Certified this 20<sup>th</sup> day of (mm/yyyy) 08/2013 :

Signature: \_\_\_\_\_

Printed Name: Joseph R. Huffman

Title: City Manager

**HAZARD MITIGATION GRANT APPLICATION CERTIFICATION AND  
AUTHORIZATION**

Hazard Mitigation Grant 1604 Mitigation MS # \_\_\_\_\_

Hazard Mitigation Grant Title: McCool Buyout

The undersigned does hereby submit this Hazard Mitigation Grant application for financial assistance and certifies that the applicant will fulfill all grant requirements. The undersigned also commits to provide the cash or in-kind match identified in our grant application.

\*Signature: \_\_\_\_\_ Date: 08/20/2013

Title: City Manager

\*Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant.

---





### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Round Island Lighthouse Change Order No. 2

*Attach additional information as necessary*

**Action Requested:**

Authorize City Manager to execute Change Order No. 2 for the Round Island Lighthouse Restoration Project. This Change Order extends the contract time by 34 days to account for unforeseen scheduling from Change Order No. 1 and weather delays. There are no additional costs included.

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 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**



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street  
Biloxi, MS 39530

Phone: 228.432.2133  
Fax: 228.432.8149

comptonengineering.com

July 29, 2013

Ms. Jen Dearman, Grants Administrator  
City of Pascagoula  
P.O. Drawer 908  
Pascagoula, MS 39568-0908

Re: Round Island Lighthouse Restoration  
Phase 3: Restoration/Reconstruction of Lighthouse

Dear Ms. Dearman:

Please find attached Change Order No. 2 for the above referenced project. This change order adds 34 calendar days to the contract time – 22 days due to an unforeseen scheduling conflict resulting from Change Order No. 1 and 12 days due to weather delays. This change order is for a time extension only and there are no additional costs included.

Should you have any questions, please advise.

Sincerely,

COMPTON ENGINEERING, INC.

G. Joey Duggan, III  
Senior Project Manager

GMR/cf

Attachment

S:\Biloxi\Projects\2012\212-057 COP Round Island Lighthouse Reconstruction - SDC\Docs\Construction\Change Orders\CO 2 letter to Jen Dearman 07-29-13.doc

PASCAGOULA

BILOXI

BAY ST. LOUIS

**SECTION 00943-02**  
**CHANGE ORDER NO. 2**

Date of Issuance: July 26, 2013

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

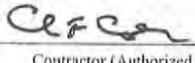
Project: Round Island Lighthouse Restoration Phase 3: Restoration/Reconstruction of Lighthouse	Owner: City of Pascagoula	Funding Agent Contract No.: N/A
Contract: Same as above	Date of Contract: 9/27/12	
Contractor: J. O. Collins Contractor, Inc.	Engineer's Project No.: 212-057	

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

**Description:** Request for extension of time due to schedule conflict resulting from Change Order No. 1 (22 days) and weather delays (12 days).

**Attachments:** J. O. Collins' letter dated 7/22/13 requesting additional time

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  <span style="float: right;">\$636,000.00</span>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>5/30/13</u> Ready for final payment (days or date): <u>6/29/13</u>
Contract Price prior to this Change Order:  <span style="float: right;">\$627,782.27</span>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>7/9/13</u> Ready for final payment (days or date): <u>8/8/13</u>
Decrease/Increase This Change Order:  <span style="float: right;">\$0.00</span>	Increase of this Change Order: Substantial completion (days or date): <u>34</u> Ready for final payment (days or date): <u>34</u>
Contract Price incorporating this Change Order:  <span style="float: right;">\$627,782.27</span>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>8/12/13</u> Ready for final payment (days or date): <u>9/11/13</u>

<p>RECOMMENDED:</p> <p>By: <u></u> Engineer (Authorized Signature)</p> <p>Date: <u>7/29/13</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u></u> Contractor (Authorized Signature)</p> <p>Date: <u>7/29/13</u></p>
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This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

25 July 2013



**J.O. COLLINS**  
CONTRACTOR, INC.

Joey Duggan  
Compton Engineering, Inc.  
156 Nixon St.  
Biloxi, MS 39530

RE: Round Island Lighthouse Restoration  
Phase 3  
Pascagoula, MS  
212-057

Joey,

I am writing to request an extension to our Contract time. Our contract time expired on July 9<sup>th</sup>.

We were ready to begin the brick work on May 16, 2013. Because of the previous delay, our brick mason was not available at that time as he had to start another job while waiting for us to get the structural steel erected and painted. He was not able to start work until June 6, 2013. In addition to this we have been delayed because of rain, serious potential for rain, and lightning.

We request 22 days for the delay in getting the mason available and an additional 12 days because of rain out days and rain and lightning interruptions during work days.

We appreciate your consideration of this request.

Sincerely,  
J.O. COLLINS CONTRACTOR, INC.

Charles F. Collins



### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Brownfield Assessment Grant Consultant Selection

*Attach additional information as necessary*

**Action Requested:**

Approve the Selection Committee's recommendation to select PPM Consultants for professional services related to the Brownfield Assessment Grants based on the review of proposals received.

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 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**

**BROWNFIELD ASSESSMENT GRANTS  
CONSULTANT SERVICES  
SELECTION COMMITTEE MINUTES**

**DATE:** August 12, 2013

**PROJECT DESCRIPTION:** Grant management activities, environmental assessments, remediation, and related activities associated with the recently EPA-awarded Brownfield Community-wide Assessment Grant

**SELECTION COMMITTEE MEMBERS:**

Joe Huffman, Steve Mitchell, Jaci Turner, and Jen Dearman

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At the **June 18, 2013**, City Council authorized staff to advertise, select, and negotiate a **Professional Services Contract to manage the federal Brownfield Assessment Grant and all related activities.**

The City Council approved the publishing of the advertisement in the **June 19, 2013 and June 26, 2013** editions of the Sun Herald. The Statements of Qualifications were to be delivered to Jen Dearman on or before **4:00PM, Friday, July 19, 2013.**

The Statements of Qualifications were distributed at a meeting of the Consultant Selection Committee on **Tuesday, July 23, 2013 at 9:00AM** in the City Manager's Conference Room.

Expressions of Interest were received from the following firms:

1. Cardno
2. EarthCon
3. EcoSystems, Inc.
4. Environmental Management Services, Inc.
5. G.E.C., Inc.
6. Neel-Schaffer Engineering with Compton Engineering
7. PPM Consultants
8. Thompson Engineering

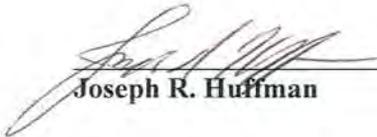
The Consultant Selection Committee met again on **Monday, August 12, 2013 at 1:30PM**, in the City Manager's Conference Room. Selection Committee Members present included:

1. Joe Huffman
2. Jaci Turner
3. Steve Mitchell
4. Jen Dearman

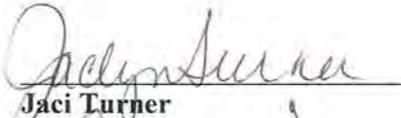
The purpose of the meeting was to discuss the evaluations of the Statements of Qualifications and rank the firms based on the qualifications required for the particular needs of this project.

Based on the results of the evaluations of the firms, the Selection Committee recommends that the Department commence negotiations with PPM Consultants to provide management and oversight of the federal Brownfield Assessment Grant and all related activities.

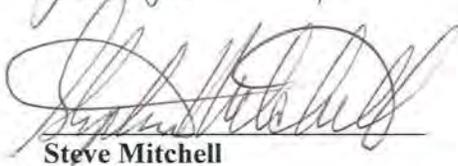
**CONCUR:**

  
\_\_\_\_\_  
**Joseph R. Huffman**

8-12-13  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Jaci Turner**

8/12/13  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Steve Mitchell**

8/12/13  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Jen Dearman**

8/12/13  
\_\_\_\_\_  
**Date**





### AGENDA ITEM REQUEST FORM

Meeting Date: 08/20/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic:** Safe Routes to School MOU

*Attach additional information as necessary*

**Action Requested:**

Authorize the City Manager to execute the MDOT Safe Routes to School MOU. This grant is for \$120,000 with a \$9,000 local match and \$15,000 match being provided by Jackson County.

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 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*

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## Memorandum of Understanding

SRSP-0370-00(025)LPA/106706-401000  
Jackson Elementary Safe Routes to School Project  
Pascagoula, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Pascagoula, Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Safe Routes to School funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

**WHEREAS**, the LPA has announced its intentions make pedestrian improvements including but not limited to, sidewalk, signs, and pavement markings leading to Jackson Elementary School; (hereinafter referred to as the "PROJECT"); and

**WHEREAS**, it is anticipated that approximately \$ 120,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2015. The above funds are subject to normal reductions and obligational limitations; and

**WHEREAS**, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

**WHEREAS**, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ 120,000.00 for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ 120,000.00 in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

**WHEREAS**, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

**WHEREAS**, the MDOT requires the LPA to provide the local share previously stated; and

**WHEREAS**, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

**WHEREAS**, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein

specified.

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

#### ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. If this is a Transportation Alternatives (TA) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TA PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Alternatives Project without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the current Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Transportation Alternatives Funds

until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); [8 USC, Section 1324a](#) .

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the

fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however,

cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or

subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

### ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:  
Melinda L. McGrath  
Executive Director  
MDOT  
P.O. Box 1850  
Jackson, MS 39215-1850  
Phone: (601) 359-7002  
Fax: (601) 359-7110

LPA:  
Joseph R. Huffman  
City Manager  
City of Pascagoula  
P.O. Box 908  
Pascagoula, MS 39568-0908  
Phone: (228) 938-6614  
Fax: (228) 938-6625

For Technical Matters:

COMMISSION:  
David H. Seyfarth, PE, PS  
District LPA Coordinator – District VI  
MDOT  
16499-B Highway 49  
Saucier, MS 39574-9740  
Phone: (228) 832-0682  
Fax: (228) 832-0681

LPA:  
Jen Dearman  
Grants Administrator  
City of Pascagoula  
P.O. Box 908  
Pascagoula, MS 39568-0908  
Phone: (228) 938-6639  
Fax: (228) 938-6637

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

### ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by

reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

#### ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

#### ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(Remainder of Page Intentionally Blank)

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Pascagoula

\_\_\_\_\_  
Joseph R. Huffman, City Manager

Attested:

\_\_\_\_\_  
(Appropriate clerk etc)

MISSISSIPPI TRANSPORTATION COMMISSION  
By and through the duly authorized  
Executive Director

\_\_\_\_\_  
Melinda L. McGrath, PE  
Executive Director  
Mississippi Department of Transportation

Book \_\_\_\_\_, Page \_\_\_\_\_.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**CITY OF PASCAGOULA  
AGENDA ITEM REQUEST FORM**

Meeting Date: August 20, 2013

Submitting Department or Individual: Community Development

Contact Name: Jen Dearman Phone: (228)938-6651

**Agenda Topic:** 2014 DUI Grant Funds

*Attach additional information as necessary*

**Action Requested:** Acknowledge approval letter for 2014 DUI Grant funds from the Department of Public Safety for \$51,048.32. No match is required. Authorize mayor to execute documents.

Budgeted Item Yes  No

Contract Required Yes  No

Mayor or Manager's Signature Required Yes  No

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

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

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



STATE OF MISSISSIPPI  
DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT  
GOVERNOR

ALBERT SANTA CRUZ  
COMMISSIONER

July 24, 2013

The Honorable Robert H Maxwell, Mayor  
Pascagoula Police Department  
P.O. Box Drawer 908  
Pascagoula, MS 39568

Project Number: **MOHS 14MD-226-1** Effective Date: **October 1, 2013**

Dear Mayor Maxwell:

The MS Office of Highway Safety (MOHS) is pleased to inform you that the grant application for the 2014 *Impaired Driving* in the amount of \$51,048.32 has been approved. Enclosed are the contractual items needed to finalize the award agreement. Please return three (3) original contract documents signed in **blue** ink:

- |  |  |
|--|--|
| 1) Subgrant Signature Sheet              | 4) Budget Summary                            |
| 2) Goals, Performance Measures and Tasks | 5) Cost Summary Support Sheet                |
| 3) Project Task by Quarter               | 6) Agreement of Understanding and Compliance |

The Agreement of Understanding contains all State and Federal requirements, guidelines, compliances, certifications and assurances, resolutions, approval signatures, required policies, etc. The Agreement is legally binding once approved and agreed upon by both parties via appropriate signatures. Please thoroughly read all documents.

All of the enclosed documents must be signed, where applicable, and returned within 30 days after receipt of this notice. You will later receive notice of the FY14 implementation meeting where you will receive an award letter and one (1) original contract.

Should you have any questions or need additional information, please contact Mary Lukens at 601-977-3726 or [mlukens@dps.ms.gov](mailto:mlukens@dps.ms.gov)

Sincerely,

  
Shirley Thomas, Office Director  
Governor's Representative

SJT  
Enclosures

**SUBGRANT SIGNATURE SHEET**  
**MS Office of Highway Safety**  
 1025 Northpark Drive  
 Ridgeland, MS 39157  
 Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name, Address and Phone No.  Pascagoula PD P. O. Drawer 908 Pascagoula, MS 39568  Program Title: Impaired Driving Countermeasures  Telephone: 228-938-2351 FAX: 228-938-6637 E-Mail: dadams@cityofpascagoula.com	2. Effective Date: 10/1/2013 3. Subgrant Number: 14MD-226-1 4. Grant Identifier (Funding Source & Year): 405D HF FY14 5. Beginning and Ending Dates: 10/1/2013-9/30/2014 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method
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7. CFDA # - 20.616	8. DUNS # - 13164284	9. Congressional District - 4
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10. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%
(1) Personal Services	49,335.32	(1) Federal	\$51,048.32	100%
(2) Travel	1,713.00	(2) State		
(3) Supplies		(3) Local		
(4) Equipment		(4) Other		
(5) Other		(5)		
<b>TOTAL</b>	<b>\$51,048.32</b>	<b>TOTAL</b>	<b>\$51,048.32</b>	<b>100%</b>

11. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:

Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Budget Summary; Cost Detail Support Sheet and Tasks by Quarter; required agency's policies and procedures and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

12. Approved for Grantee:   <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety	13. Approved for Subgrantee:   <div style="display: flex; justify-content: space-between;"> <span>Signature</span> <span>Date</span> </div> Name: Title:
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## FY14 Sub-Grantee-Goals, Objectives and Tasks

Agency Name: \_\_\_\_\_ Pascagoula PD \_\_\_\_\_

List the goals that the sub-grantee has set to accomplish for the FY14 grant year. Objectives should be set to help the sub-grantee accomplish the goals for the grant year. Tasks should be listed to show how they will be implemented to meet the objectives and to accomplish the goals set by the agency.

### Goals:

To reduce motor vehicle crashes by 10% from the 2012 number of 1232 to 1109 by the end of FY2014.

To reduce the number of motor vehicle fatalities by 100% from the 2012 number of 1 to 0 by the end of FY2014.

To reduce the number of motor vehicle crashes involving alcohol by 25% from the 2012 number of 29 to 22 by the end of FY2014.

### Objectives:

Conduct not less than 20 checkpoints in FY2014.

Conduct not less than 50 saturation patrols in FY2014.

Increase the number of DUI/DWII arrests from 174 in 2012 to 218 in FY2014.

Provide not less than 200 hours of traffic enforcement during each mobilization period.

### Tasks:

Increase enforcement for DUI

Provide appropriate training (traffic safety related based on funding source/program area)

Support the national mobilizations and the state holiday mobilization

Conduct education presentations





**FY14 TASK BY QUARTER**

AGENCY NAME:     Pascagoula PD    

**PROJECTION TASK BY QUARTERS**

**SCHEDULE PROJECTION OF TASKS BY QUARTERS**

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

**3<sup>RD</sup> QUARTER (APRIL, MAY & JUNE)**

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least   5   checkpoints during quarter.

Conduct at least  12   saturation patrols during quarter.

Write a minimum of ( 174  )    DUI    citation during quarter, to reach 25    % goal of ( 218  ) for FY2014.

Agency will conduct a minimum of  1   school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Media to include the Christmas/New Year', Super Bowl Sunday, Memorial Day Holiday, 4th of July, and Labor Day blitz periods as applicable to the quarter.

Attend instate OHS related training

**Projected Expenditures for Quarter: 12,762.08**

## FY14 TASK BY QUARTER

AGENCY NAME:     Pascagoula PD    

### PROJECTION TASK BY QUARTERS

#### SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

#### **4<sup>TH</sup> QUARTER (JULY, AUGUST & SEPTEMBER)**

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least   5   checkpoints during quarter.

Conduct at least   12   saturation patrols during quarter.

Write a minimum of ( 174 )    DUI    citation during quarter, to reach 25   % goal of ( 218 ) for FY2014.

Agency will conduct a minimum of   1   school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Media to include the Christmas/New Year', Super Bowl Sunday, Memorial Day Holiday, 4th of July, and Labor Day blitz periods as applicable to the quarter.

Attend STARS Symposium

**Projected Expenditures for Quarter: 12,762.08**

**FY14 MS OFFICE OF HIGHWAY SAFETY  
BUDGET SUMMARY**

<b>1. Applicant Agency: Pascagoula PD</b>		<b>3. Grant ID: 405D HF FY14</b>		<b>4. Beginning: October 1, 2013</b>	<b>Ending: September 30, 2014</b>	
<b>2. Subgrant Number: 14MD-226-1</b>		<b>7. Funding Request: _____</b>		<b>8. Modification Number: _____</b>		
<b>6. Submitted as part of (Check One): _____</b>				<b>9. Modification Effective Date: _____</b>		
<b>Funding Sources</b>						
<b>10. For MOHS Use Only</b>	<b>11. Activity</b>	<b>Federal</b>	<b>State</b>	<b>Program Income</b>	<b>Other (Local-Private)</b>	<b>Total</b>
	Impaired Driving Countermeasures	\$51,048.32				\$51,048.32
<b>TOTAL</b>		\$51,048.32				\$51,048.32

**Mississippi Office of Highway Safety  
COST SUMMARY SUPPORT SHEET**

<b>1. Applicant Agency: Pascagoula PD</b>		<b>3. Grant ID: 405D HF FY14</b>	<b>4. Beginning: October 1, 2013</b>	<b>5. Ending: September 30, 2014</b>	
<b>2. Subgrant Number: 14MD-226-1</b>					
<b>6. Activity: Impaired Driving Countermeasures</b>					
<b>11. Budget</b>					
<b>7. MOHS Use Only</b>	<b>8. Category</b>	<b>10. Description of item and/or Basis for Valuation</b>	<b>Federal</b>	<b>All Other</b>	<b>Total</b>
	9. Line Item Salary & Wages	Overtime @ approximately \$20.00 x 1999 hr = \$39,980 Total not to exceed - \$39,980	\$39,980.00		\$39,980.00
	Fringe	FICA (7.65%-Employer) Retirement (15.75%-Employer)(23.40 %) Fringe for OT @ \$39,980 x 23.40% = \$9,355.32 Total not to exceed - \$9,355.32			\$9,355.32
	Travel	Highway Safety STARS Conference- Hotel @\$105 per night X's 3 nights =315.00 Hotel Taxes @ 10%= \$31.50 Meals: 1st day @ \$34.50 + 2nd day @ \$35.00+ 3rd day @\$35.00+4th day @\$34.50= \$139.00 Gratuity for meals @ 20% = \$27.80 Total for STARS Conference = \$513.30 X's 2 People = \$ 1,026.60  Other In-state Highway Safety Training (must be pre- approved) Registration @ \$150.00 Meal 1st day @ \$34.50 + 2nd day @ \$46.00+3rd day @ \$46.00 + 4th day @ \$34.50 = \$161.00			\$1,713.00
			\$1,713.00		\$1,713.00

		Gratuity for meals @ 20% = \$32.20 Total for Other HS Training amount = \$343.20 X's 2 people = \$686.40 Total Travel not to exceed \$1713.00			

<b>TOTALS</b>	\$51,048.32	\$51,048.32
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# Mississippi Office of Highway Safety

## Agreement of Understanding and Compliance

This agreement made and entered into by and between the State of Mississippi by and through the Mississippi Office of Highway Safety (MOHS), hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Applicant.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Applicant must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Applicant has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

### I. REIMBURSEMENT OF ELIGIBLE EXPENSES

1. It is mutually agreed that upon written application by Applicant and approval by State and NHTSA (if applicable), State will obligate Federal funds to Applicant account for reimbursement of eligible expenditures as set forth in the application.
2. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Applicant reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
3. It is also understood, pursuant to Section 18.42(e)(1) of Title 49 Code of Federal Regulations, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
4. It is further agreed that where reimbursement is made to Applicant in installments, State shall have the

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Applicant.

5. Unless otherwise directed, Applicants must submit monthly reimbursement forms and back up documentation, by the 10th business day of the month to receive reimbursement for project activities. Tasks by Quarter Reports, reflect the status of project implementation and progress toward reaching goals. Each progress report shall describe the project status quarterly and shall be submitted to the State no later than fifteen (15) days following the end of each quarter. A Final Closeout Report must be submitted to the MOHS within forty five (45) days of completion of the project (November 15<sup>th</sup>) unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

Any Applicant delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having submitted reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

## II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. The evaluation can include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.

## III. PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- B. It is mutually agreed and promised that the Applicant shall immediately notify the State if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, Applicant further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the State or to transfer or otherwise dispose of such equipment as directed by the State.
- C. It is mutually agreed and promised by the Applicant that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the State.
- D. It is mutually agreed and promised that the Applicant shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.

- G. All equipment awarded in this project agreement/contract in connection with this project must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, please notify the MOHS of the anticipated delay.

#### IV. STAFFING

Positions covered by this project that are 100% funded are new positions. If staff of the Applicant agency is transferred to work on this project, they must be replaced with prior approval by State. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All full time funded positions require time certification and/or detailed activity documentation as directed by State.

#### V. GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval by the State. Requests for approval should be submitted to the State not less than two (2) weeks before the intended date of travel. All federal funded travel requires itemized receipts for expenses incurred as well as an authorized travel voucher and cost must be based on current state and federal policies.
- B. No budget modification requests will be accepted by the State after **June 30<sup>th</sup>**.
- C. Applicant must submit any proposed agreements for contractual services to the State for final approval prior to acceptance. Contracts may be subject to review and approval by NHTSA.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Applicant and used for project related expenses or to offset eligible expenses.
- E. Local government Applicant must complete the "Local Governmental Resolution" included within this document, or a similar, equally binding resolution.
6. Applicant must submit the most current copy of the following policies with the application for funding. If agency does not have a current policy, please inform the State of the un-availability of the policy.
- Seat belt policy;
  - Warning citation policy;
  - Pursuit policy;
  - Overtime (STEP) policy;
  - Checkpoint policy;
  - Saturation patrol policy;
  - DUI enforcement policy;
  - Payroll policy to include: overtime, payroll schedule (payroll period begin/end dates & check date),

leave policy (vacation, sick leave, holiday, & compensatory time); and

- Agency seat belt survey procedures must be provided if usage rate is identified as a goal within contract.
- F. Compliance form(s) included in this agreement of understanding, dependent upon funding source and program activities, are required to be completed as defined by the State.
- G. All programs awarded incentive and/or promotional items are required to complete compliance form and have an approved distribution plan on file. All promotional items require prior approval by the State before requesting.
- H. All training received under federal funded programs must be program related and a certificate of completion must be available for inspection.
- I. An Inventory Control form must be completed for all equipment. All equipment cost exceeding \$500.00 will be tagged with a State inventory control number. All equipment will be maintained on a State and agency inventory data base.
- J. Applicant must meet all reporting, meeting(s)/scheduled events, along with all other requirements as set forth in the contract by the State.
- K. Termination of Agreement:
- The State in the event of Applicant noncompliance with any of the provisions of this agreement may terminate this agreement by giving the Applicant a thirty (30) day notice. The State, before issuing notice of termination of this agreement, shall allow the Applicant a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
  - The Applicant may terminate its participation in this agreement by notifying and receiving the concurrence of the State thirty (30) days in advance of the termination.
  - Contract Changes: Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the State, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or their delegate, by notifying the Applicant in writing of the approved changes.
  - Contracts Under This Agreement: Unless otherwise authorized in writing by the State, the Applicant shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the State. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

## VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding.

The following are unallowable:

### 1. Facilities

- A. The cost of land is **not** allowable.
- B. The cost of construction or reconstruction of driving ranges, towers, and skid pads are **not** allowable.
- C. The cost of construction, rehabilitation, remodeling, or office furnishings and fixtures for State, local or private buildings or structures are **not** allowable.
- D. Cell phones, guns and office furniture are **not** allowable for purchase with these funds under any circumstances.

### 2. Equipment

- A. Costs for equipment purchases exceeding \$5,000.00 must have prior approval from NHTSA. The MOHS will obtain the approval letter and provide a copy to the APPLICANT.
- B. Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- C. Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  - (2) Alcohol testing; and
  - (3) Mobile video systems.

### 3. Travel

- A. Except as separately approved by NHTSA and the State, the cost of international travel is **not** allowable.
- B. All requests for out-of-state travel must be approved in advance in writing by the MS Office of Highway Safety.
- C. Travel in and out of the State must be included in the Highway Safety Grant Application and subsequent project agreement/contract.

D. Plans for out-of-state travel should be submitted with the grant application.

E. All travel must be submitted on the MOHS/DPS Travel voucher, Form Number 13.20.10.

4. Training

A. The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Training must be approved in advance.

B. Development costs of new training curriculum and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.

C. Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% with 402 funds under an approved project.

D. Proposed training must be included with the grant application. Only DUI/alcohol training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.

5. Program Administration

Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.

6. Public Communications

Cost to purchase program advertising space in the mass communication media is not allowable for sub-grantees.

**FEDERAL, STATE AND MOHS CERTIFICATIONS AND ASSURANCES**

**FEDERAL CERTIFICATIONS AND ASSURANCES**

**VII. NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination

and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C.290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.) relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

### **VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)**

The State will provide a drug-free workplace by:

- 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 by specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace.
  - The grantee's policy of maintaining a drug-free workplace.
  - Any available drug counseling, rehabilitation, and employee assistance programs.
  - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - Abide by the terms of the statement.
  - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  - Taking appropriate personnel action against such an employee, up to and including termination.
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.
- 

### **IX. BUY AMERICA ACT (applies to subrecipients as well as States)**

The State will comply with the provisions of the Buy America Act. (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

**X. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XI. CERTIFICATION REGARDING LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awards documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION  
(applies to sub-recipients as well as States)**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide certification set out below. The certification or explanation will be considered in collection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion -- Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements or receiving stolen property;
  - (c) Are not presently indicted for other otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statement in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definition and coverage sections of 49 CFR Part 29. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, sub part 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification in all low tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsible Matters-Primary Covered Transactions

1. The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **IX. POLICY ON SEATBELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seatbelt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888)221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

#### **X. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, DOT Order 3901.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

#### **XI. ENVIRONMENTAL IMPACT**

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan is modified in a manner that could result in a significant environmental impact and trigger the need for an environmental review, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 U.S.C 4321, et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517)

### **STATE CERTIFICATION AND ASSURANCE**

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

FY14 Grant Agreement

## APPLICANT GRANTEES AND SUB-GRANTEES

### **CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES**

When truly applicable and in full cooperation with the Mississippi Office of Highway Safety, all grant and/or sub-grant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts Emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient does not show compliance with the statute emphasized above, the grantee, sub-grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, sub-grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

## **MOHS CERTIFICATIONS AND ASSURANCES**

### **LAW ENFORCEMENT LIASION (LEL) HIGH VISIBILITY ENFORCEMENT (HVE)**

## PARTICIPATION COMPLIANCE

All Current MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency with a LEL Network Coordinator Grant must hold at least one quarterly T.E.N. (Traffic Enforcement Network) meeting to promote State/County/Local networking, the national blitz campaigns, blitz reporting, and PI&E effort.
2. Each agency with a LEL Network Coordinator Grant must allow the LEL network coordinators to assist the MS Governor's Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns.
3. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, and the 4<sup>th</sup> of July Holiday Period by conducting checkpoints and/or saturation patrols during the state campaigns. Each agency will also participate in the blitz campaign for Click it or Ticket.
4. For each of the national blitz campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other citations/relevant stats by the deadline. **(Mobilization forms must be submitted by the deadline set forth by the MS Office of Highway Safety.)**
  5. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) state and national campaign events and must submit documentation with each quarterly report.

Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.

- Unusual incidents of alcohol/ drug related crashes*
- Alcohol/ drug impaired driving violations*
- Unusual number of nighttime single vehicle crashes and/or*
- Any other documented alcohol/ drug related vehicular incidents*
- Citation data related to restrained and unrestrained occupants*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

## ALCOHOL HIGH VISIBILITY ENFORCEMENT (HVE)

### PARTICIPATION COMPLIANCE

All MS Office of Highway Safety Sub-grantees must participate in each the following:

1. Each agency must engage in four (4) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols. Each agency must also engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, Memorial Holiday period (Cannot use alcohol funds to participate in the national Click It or Ticket Campaign) and the 4<sup>th</sup> of July Holiday period by conducting checkpoints and/or saturation patrols during the state campaigns.

2. For each of the national campaigns, each agency must maintain relevant stats and must submit a mobilization form reporting the total number of checkpoints, saturation patrols, DUI arrests and other relevant stats by the reporting deadline set forth by the Office of Highway Safety.
3. Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with quarterly reports.
4. Each agency must participate in quarterly HVE and must commit to conducting HVE including during four nights of the Labor Day Crackdown. Law Enforcement agencies will use the following criteria to help identify locations in each city/county for intensified enforcement including sobriety checkpoints and saturation patrols.
  - Unusual incidents of alcohol/ drug related crashes*
  - Alcohol/ drug impaired driving violations*
  - Unusual number of nighttime single vehicle crashes and/or*
  - Any other documented alcohol/ drug related vehicular incidents.*

Enforcement agencies are strongly advised to ensure the site itself has maximum visibility from each direction and has sufficient illumination to ensure safety during night inspection.

### **DUI ENFORCEMENT COMPLIANCE**

**Agency Heads of law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI Enforcement must comply with the following:**

1. Hereby agree and commit to have the DUI Officer (if applicable) and/or other officers assigned to work DUI overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence. Shift hours *will include 4:00 p.m. and no later than 7:00 a.m.* for the DUI Officer(s) while other officers will engage in overtime hours *from 4:00 p.m. and no later than 7:00 a.m.* and will include Thursdays, Fridays and Saturdays.

If proper justification can be made regarding other time periods within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval must be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI activities in which the DUI officer (if applicable) and/or other officers working overtime will include checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. Agency will engage in national campaigns endorsed by the National Highway Traffic Safety.
4. Agency will also engage in all activities as described in the High visibility enforcement (HVE) Participation Compliance.

### **OCCUPANT PROTECTION HIGH VISIBILITY ENFORCEMENT (HVE)**

All MS Office of Highway Safety Subgrantees must participate in each the following:  
FY14 MOHS Grant Agreement

Each agency funded under a 402 Occupant Protection Federal grant must participate in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week. Forms containing the number of child restraint/safety belt citations, etc. must be submitted by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign.

Each agency must generate earned media (example: press conference, TV ads, radio ads or print news articles) either before, during, or after HVE (High Visibility Enforcement) national campaign events and must submit documentation with each quarterly report.

### **LEL PROMOTIONAL/INCENTIVE COMPLIANCE**

All Current MS Office of Highway Safety LEL Projects must adhere to the following compliance when ordering, receiving and distributing promotional and/or incentive items for the project:

**\*\*All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Campaign Incentives: will be receipted and awarded to law enforcement agencies (in compliance with LEL/TEN distribution criteria) to wit: eligibility requirements and guidelines for all campaign incentive/awards include: (1) a representative from the law enforcement agency must attend and participate in the scheduled LEL/Troop-TEN meetings and (2) the law enforcement agency must submit a statistical blitz report (within the required reporting allotted time), outlining their agency's enforcement activities during the Christmas/ New Year national blitz campaign; Memorial Day holiday period; the Labor Day national blitz campaign; as well as during local, state and national DUI STEP (Special Traffic Enforcement Programs), mobilization periods and campaigns.

Promotional items: will be used and given away to promote and extend the blitz message during the educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to Highway Safety issues. Again, all promotional items requests must have prior approval in writing by the MOHS before issuance.

### **SUBGRANTEE PROMOTIONAL/INCENTIVE COMPLIANCE**

All Current MS Office of Highway Safety subgrantee must adhere to the following compliance when ordering, receiving and distributing promotional items for the project:

**\*\*All Subgrantees must have prior approval in writing by MOHS before making any request related to promotional/incentive items. A distribution plan must be submitted for approval by the program manager as well.**

Promotional items: must be used to promote the programs in which are funded. Items purchased to be given away should further enhance the public's knowledge and awareness of the program the agency is implementing with federal funding. Items can be distributed during educational presentations and seminars for area schools, colleges, civic clubs, participating agencies and the general public to make them aware of the current data and dangers attributed to your program.

### **EQUIPMENT CERTIFICATION:**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-grantee; or the State, through formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (23 CFR 1200.21)

Costs for equipment items are allowable only as part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL), where applicable.

\*\*All Subgrantees must have prior approval in writing by MOHS before making any purchase related to equipment.

**DEBARMENT CERTIFICATION:**

I, \_\_\_\_\_ (Signatory Official) do hereby certify that \_\_\_\_\_ (sub-grantee/agency) is not or has not been barred from contracting or entering into contracting with the MOHS for a project/ projects utilizing federal funds.

\_\_\_\_\_  
Signatory Official

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**CERTIFICATION AND STANDARD ASSURANCE**

As the Authorized Official, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with

this Certification and Standard Assurance requirement by submitting a true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.

\* \* \* \* \*

[ATTACH TO THIS DOCUMENT: ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES]

*This original signed form, together with the pertinent state, county or local policies to include but not limited to the emergency response and vehicular pursuit policies with training procedures must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, upon approval of the contract and prior to the beginning date.*

**Assurance Requirement of Subgrant Recipients:**

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS program manager, the MOHS Director and/or the DPSP Executive Director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, \_\_\_\_\_ (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

\_\_\_\_\_  
Authorized Official's Signature  
(Grantee, Sub-grantee or Recipient)

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Typed or Printed Name]

\_\_\_\_\_  
[Person's Organizational Title]

\* \* \* \* \*

*This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.*

**LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED**

WHEREAS, the \_\_\_\_\_  
(Governing Body of Unit of Government)

herein called the "SUBGRANTEE" has thoroughly considered the problem addressed in the application (entitled) \_\_\_\_\_ and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE \_\_\_\_\_  
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY \_\_\_\_\_ MISSISSIPPI,  
THIS \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_ AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the \_\_\_\_\_ be authorized to accept, on behalf of the  
(Name and Title of Representative)  
Subgrantee an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ \_\_\_\_\_ to be made to the Subgrantee defraying the cost of the  
(Federal Dollar Requested)  
project described in the award.
3. That the Subgrantee has formally agreed to provide a cash and/or in-kind contribution of \$ \_\_\_\_\_ as required by the project. (If Applicable)  
(Local Match Amount)
4. That certified copies of this resolution be included as part of the award referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: \_\_\_\_\_  
(Chairman/Mayor – Blue Ink)

Commissioner/Councilman \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman \_\_\_\_\_ and, was duly adopted.

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

Attest: \_\_\_\_\_

Seal

By: \_\_\_\_\_  
(Blue Ink)



### AGENDA ITEM REQUEST FORM

Meeting Date: 8-20-2013

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 Casey Martin 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 I situated in Anchor Square, as for fully described below, to Casey Martin ("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 August, 2013, and ending on the 31<sup>st</sup> day of July, 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 31 day of July, 2013

LESSEE:

Pin-Up Spa & Boutique  
Name of Business

By: Casey Martin  
Owner or Authorized Agent

owner, LLC manager  
Title

LESSOR:

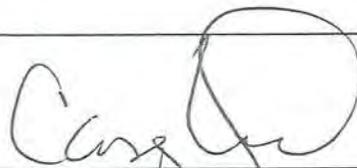
City of Pascagoula

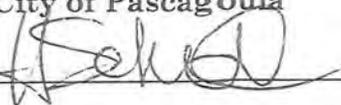
By: \_\_\_\_\_  
Mayor

PRE-LEASE INSPECTION SHEET

UNIT NO. I

1. broken & rusted window back room needs
2. replacing.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.

  
Prospective Lessee

City of Pascagoula  
By: 

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

## Executive Summary

Lashes and Waxes Boutique and Beauty Bar is a new friendly, down-to-earth twist to the current spa, beauty, and retail world. We offer a complete beauty boutique experience with the addition of affordable women's retail. Retail is strategically arranged in the front of the store to attract our target consumer of our other services. We offer two treatment rooms with the finest equipment, yet with eclectic and fun decor. The service menu includes typical and not-so-typical spa facial, body and beauty treatments including: semi-permanent eyelash extensions, semi-permanent 5 week mascara, \$45 women's Brazilian and affordable full body waxing, detox wraps and body glow scrubs, microdermabrasion, chemical peels, facial threading, body sugaring, spray tanning, henna Tattoos and henna brows, feather extensions, and any other latest-and-greatest fun beauty services. The boutique also includes a small cosmetology booth rental space (side-by-side with another if space allows) for modern make-up application and the latest in hair trends, and a small kitchen. The theme of Lashes and Waxes Boutique and Beauty Bar is mostly eclectic and fun, but will involve pictures of pin-up models. The front of the Boutique for the women's clothing has two sides; one side is called "For Your Inner Audrey" and has a large image of Audrey Hepburn, and this is where the conservative, classy tops, purses, and accessories are located. The other side of the wall says, "For Your Inner Marilyn", and it has a large image of Marilyn Monroe. This is where the more revealing party tops and dresses are located, as well as the bolder purses and accessories. This business plan has been developed to track progress prior to grand opening and following through with a five-year projection. Most of the expenses are not necessary, as the plan involves revamping an existing business in the same industry. The equipment and many other requirements are paid in full.

## Objectives

1. Achieve \$20,000 in retail sales and \$21,000 in spa sales the third month after opening by performing 8 services per day and keeping retail fresh and fully stocked.
2. Achieve \$50,000 in retail sales and \$65,000 in spa sales after the six month of opening by performing 10 services per day.
3. Have a local client return rate of 80% by the end of the first six months.
4. Become an established community beauty and shopping destination by the end of the first 12 months.
5. Introduce fun women's beauty services and clothing to our local community.
6. Perform 15 services per day and generate \$180,000 in retail sales by the end of the first year.

## **Mission**

Our mission is to run an affordable but profitable business by providing an incomparable atmosphere contradicting the typical upscale spa and boutique world while still offering the highest quality products and services and the latest in women's fashion. Our licensed and continually educated service providers offer the latest in skin treatments and beauty services and perform at a specifically tailored per-client basis.

## **Our Motto**

Finding your inner "*pin-up*"..

## **Company Summary**

Lashes and Waxes Boutique and Beauty Bar Boutique is a new destination offering customers the combination of trendy women's fashion and the latest in beauty trends and maintenance needs at an affordable price. The settings are inviting, fun, and down to earth. We cater to mainly women although we never turn down any client who is interested in what we have to offer.

## **Company Ownership**

Lashes and Waxes Boutique and Beauty Bar Boutique is a sole member Limited Liability Company. Member, Casey Martin, functions as the developer and manager for the Boutique, as well as the servicing esthetician. Martin is currently the organizer and sole member of Results and Regimen Co., Ltd, a skin care and body waxing studio with retail and a private label skin care line in Charleston, SC. The board of Lashes and Waxes Boutique and Beauty Bar consists of locals with successful sales and marketing backgrounds and long-time internet and computer technology experience with each member having ample experience in customer service and conflict resolution.

## **Products and Services**

Lashes and Waxes Boutique and Beauty Bar offers women's apparel and skin care retail, full body waxing, airbrush tanning, semi-permanent lash extensions and 5 week semi-permanent mascara, anti-aging and acne treatments, body treatments, make-up and hair design, body sugaring and facial threading, henna tattoos and henna brows, and has an outlook for other applicable services in the future. Services are provided by licensed estheticians and cosmetologists who are either independently contracted or paid on a commission basis. The upside of the commissioned employee is that there is very little overhead without sales; employees only make money when the business makes money, and it keeps employees willing

to work hard. Independent contractors pay for their space regardless of how much or little they make. Income from a space renting contractor can be guaranteed.

We offer a full retail line that complements the beauty services menu. Included are affordable and effective skin care products, at-home treatments, and other beauty upkeep products. These quality items tend to retail at a minimum of \$20-\$25 per item and have a minimum of 100% mark-up.

Lashes and Waxes Boutique and Beauty Bar women's retail will be in a range from \$8-\$50, with most tops and blouses being in the \$12-\$28 range, dresses being in the \$17-\$50 and handbags and being in the \$28-\$49 range. Accessories will be under \$20.

### **Target Market**

We are primarily targeting the untapped market foreseen in Pascagoula locals, but due to the lack of skin beauty providers as well as shopping alternatives for women all along the Gulf Coast, Lashes and Waxes Boutique and Beauty Bar will target a larger radius by advertising as the only place doing individual eyelash extensions and semi-permanent mascara, affordable full body waxing, and full service skin care without paying Dermatologists' prices. These clients will have the opportunity to shop while they are on their way in and out, and friends or husbands can shop or eat next door while waiting on their friends/ wives. Lashes and Waxes Boutique and Beauty Bar will contrastingly use the retail, strategically located in the front of the store, to attract local passer-bys for the opportunity of awareness to our menu and for the domino effect of questions and booking including, "What are lash extensions", "You do threading here", and "Wow, a \$45 Brazilian"!

Within this group, Lashes and Waxes Boutique and Beauty Bar customers fall into 4 categories:

#### **1. Clients with upkeep and maintenance needs**

- Affordable waxing prices which require 3-4 week rescheduling
- Addictive lash extensions require 2-4 week fill-ins
- Acne clients require facial schedules and home-care retail
- Last minute spray tans for special events and weddings are very common
- Eyebrows need constant maintenance and only Lashes offers threading

#### **2. Customers with few shopping alternatives**

- Teen girls who are traveling to Biloxi and Mobile for new outfits and accessories
- Women who are into the latest fashion, not Wal-Mart's
- Unique gift shopping ideas for loved ones
- Moms who can shop for appropriate clothing for their daughters as well as themselves
- Female outing options- shopping while the other gets a Brazilian

### 3. Clients pampering themselves / Body and Facial Treatments

- o Individuals with high disposable income
- o Individuals hunting a good deal to relax
- o Huge anti-aging and beauty market potential
- o Clients searching for immediate age spot/ skin tag/ mole removal without Dermatologist prices and travel

### 4. Clients who prefer alternative health care

- o Utilize facials, machines, and treatments as a preventative maintenance
- o Frequent the boutique as anti-aging alternative to more invasive procedures
- o Do not believe in prescription medication in skin care
- o Do not want their children involved with birth control and dermatologists for teen acne
- o Do not have insurance to visit dermatologists and try a different expensive solution each visit.

## Marketing Summary

If, as it has been said, the top three determinants of success in business are location, location, location, then the future of Lashes and Waxes Boutique and Beauty Bar Boutique in Pascagoula requires location in the Anchor Cottages development. Lashes and Waxes Boutique and Beauty Bar's marketing strategy involves strong focus on sales, marketing, management, customer experience, word of mouth referrals, and bringing awareness of new services for the females of the community to experience. Business profitability potential is exponentially maximized over competing operation by a beauty industry provider without any marketing, management or sales background.

**Local Advertising & Seasonal Promotions** - Local print advertising, local fliers, grand opening party kick-off and promotions. Continue regular advertising and plan for seasonal events like Christmas, Valentine's, Mother's Day, Prom and New Year's.

**Local Networking** - Charities, women's groups, schools, country clubs, wedding planners, and membership with the Chamber of Commerce.

**Health Care Referrals - prior to opening**, work current contacts and create new contacts with health care providers. Teens with acne and customers with general skin care concerns alike have very few local options for help.

**Referrals** -Promotions will be offered to professionals in the consumer industry to create buzz and build relationships.

**Online Marketing and Website** – Lashes and Waxes Boutique and Beauty Bar will show up on every major search engine and in all available directories. We utilize Google Ads to attach more keywords to a diversified ad campaign, which allows website appearance for much broader search entries. The website will have a full menu of services with pricing and will have the ability to schedule appointments on-line. The spa software will allow a user to see the schedule and make an appointment without making a phone call. There will be a separate page to show an idea of the apparel in stock.

**Location traffic** - It is imperative that we be located in a high-traffic retail area that is modern and clean and caters to the female or shopping market.

**Promotional/ Referrals**- V.I.P loyalty cards with punch holes for “buy 5 services, get the 6<sup>th</sup> FREE” will be on the back of business cards. Also, clients may hand out referral cards; when a card comes in with their name written on it, they will receive a discounted service.

## ***POLICY AND PROCEDURE***

### ***Company Policy***

#### **Return Policy Retail (Excludes Skin Care)**

Returns will be accepted in new condition within 7 days of purchase.

Skin care returns cannot be accepted.

### ***Services Policy***

#### **Cancellation Policy**

The service you select is reserved for you. Please notify Lashes and Waxes Boutique and Beauty Bar 24 hours in advance if you wish to cancel or reschedule your appointment. Without such notification, you will be charged 50% of the cost of your reserved service.

#### **Hours of Operation:**

Monday, Tuesday, Wednesday, Thursday, Friday, Saturday: 9am-8pm, Sunday: CLOSED. (Hours may change to reflect surrounding businesses)

### Policies and procedures

At Lashes and Waxes Boutique and Beauty Bar we pride ourselves on offering the best customer service. Please make yourself aware of our company policies and procedures described below. Our policies have been designed to ensure you enjoy your visit and have the best experience with us.

### Booking appointments

Please call us at (228)-XXX-XXXX or visit [www.newwebsitenotyetaavailable.com](http://www.newwebsitenotyetaavailable.com) to book all appointments. A credit card is required at the time of booking to hold all appointments..

### Payment Information

We accept credit cards (Discover, MasterCard, Visa) cash, Lashes and Waxes Boutique and Beauty Bar gift certificates. We do not accept personal checks or American Express. Please note that prices and menu are subject to change as we see fit without prior notice.

### Gratuities

Industry standard for gratuity is 15%-20%, but the amount you leave is completely at your discretion. While cash is preferred by most of the therapists, you may leave the tip on your credit card when you pay for your service.

### How to Spa

For any treatment, please arrive 10 minutes early in order to check in and fill out a health questionnaire and enjoy our home. Inform your therapist of any health concerns, medical conditions or allergies you may have before beginning your treatment. If you are pregnant, please notify the receptionist at the time of booking.

- *Please advise your technician ahead of time of any allergies, food reactions you may have, and if you using Retin-A or any other medication.*

### Late Policy

When you book an appointment with us at Lashes and Waxes Boutique and Beauty Bar, your appointment is scheduled with a trained therapist, whose time is allocated exclusively to you throughout your treatment. If you are late for a scheduled appointment, our company policy offers you two options:

- You may opt to shorten your treatment
- You may prefer to reschedule your appointment at a convenient time; however, a 50% cancellation charge will be incurred.

#### Cancellation Policy

Lashes and Waxes Boutique and Beauty Bar Boutique understands that occasionally you may have to cancel an appointment with us. However, we do ask that you give us fair warning. You will be telephoned before to confirm your appointment. As a courtesy to our clients and staff, it is company policy for all clients to give 24 hours notification of cancellation; failure to do so will result in a 50% charge of your scheduled treatment.

#### Series are Exchangeable however Not Refundable

When you purchase a series of treatments, you will receive a discounted price. Because of this discounted price, the payment is to be made at the beginning of your series. Unfortunately, these series are not refundable. Lashes and Waxes Boutique and Beauty Bar will honor the outstanding amount in the form of a Gift Card exchangeable for services only, validated for three months.

#### Products are not refundable

We are sorry, Skin Care products are non-refundable.

#### Gift Certificates

Gift certificates, when purchased, have a monetary value regardless of the suggested treatment chosen for the recipient and may be used for any of our services, but not skin care retail products unless specified. Gift certificates may not be redeemed for cash.

#### Therapists

All Lashes and Waxes Boutique and Beauty Bar therapists are Mississippi State licensed and trained at Lashes and Waxes Boutique and Beauty Bar.

#### Personal Belongings

We are not responsible for personal belongings. Please leave valuables at home or keep them with you during your visit with us.

#### General

We reserve the right to refuse service to anyone. Children between the ages of 12 and 18 must have parental consent to receive facials or waxing. No exceptions.

Prices are subject to change at any time.

## Competitive Comparison- online search results in order for waxing, facials, skin care MS

Grand Getaway Day Spa and Salon, 1321 Bienville Blvd, Oceans Springs, MS: 60 Minute Acne Facial \$100. Ours is \$58. Brazilian wax is \$75; ours is \$45. Chemical peels are \$95-\$105, add on a facial with peel for \$45; ours are \$74 and includes full facial. Make-up is \$55; our price is \$39. Body wraps are \$90; ours are \$58. Body scrubs are \$60; ours are \$49. Spray tans are \$35; ours are \$25.

Natalie's Skin Studio, 11938 Hwy 57, Vancleave, MS: Express facial \$50; ours \$35. 60-minute facials \$90-\$94; ours \$58. Full Brazilian waxing \$75+; ours \$45. Bikini wax \$35-\$50; ours \$20-\$30.

Randy Barras Salon, 122 Fayard St, Biloxi, MS: Eyelash extensions \$250; ours \$150. 30 minute facial \$50; ours \$35. 60 minute facials \$90; ours \$58. Body wraps and scrubs \$70; ours \$49-\$58.

## Management Summary and Personnel

The management and personnel of Lashes and Waxes Boutique and Beauty Bar consists of carefully chosen marketing and customer service managers with successful sales and marketing backgrounds and long-time internet and computer technology experience, everyone having ample experience in customer service and conflict resolution.

## Keys to Success

1. **Marketing, Marketing, Marketing** - Marketing will be the first strength to our success and a huge competitive edge.
2. **Professionalism:** Which includes everything from maintaining confidentiality, to hiring the very best licensed employees and making sure customers are always happy.
3. **Individual Attention:** Each client's experience will be tailored to his or her preference.
4. **Repeat business/Recommendations:** giving the kind of service that brings people back for regular shopping and treatments and encourages clients to recommend us to friends and other health professionals to recommend their clients.
5. **Unique Treatments:** We believe in continuing education and keeping up to date with the latest trends.
6. **Fantastic Location:** The new big deal in Pascagoula, Anchor Cottages, a fabulous unique retail community without franchising and typical chain stores.

## Income Statement

(Realistic/ Under-Estimated Version)

### Revenue

Services Esthetics	\$93,600
Services Cosmetology	\$46,800
Retail	\$109,200
<b>Total Revenue</b>	<b>\$249,600</b>

### Expenses

Starting Inventory	\$3,000
Total Cost of Inventory	\$46,800
Supplies	\$6,000
Décor	\$5,000
Equipment	\$2,000
Salary (Owner)	\$49,000
Wages	\$50,000
Accounting and Legal Fees	\$1,500
Advertising and Promotion	\$3,000

Insurance	\$160
Office Rent	\$3,600
Telephone	\$600
Water/ Power	\$3,000
Credit Card Charges	\$3,744
<b>TOTAL EXPENSES</b>	<b>\$174,404</b>
<b>NET INCOME BEFORE INCOME TAXES</b>	<b>\$75,196</b>

**Monthly Revenue Break-Even** **\$14,533**

Financing will be the investment of Results and Regimen Co., Ltd, and sole LLC member, Casey Martin.  
 No loans will be necessary and no private investing is required.

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: 8-20-2013

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 Krista Reed and Ashley Verrett 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 C situated in Anchor Square, as for fully described below, to Krista Reed and Ashley Verrett ("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 August, 2013, and ending on the 31<sup>st</sup> day of July, 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 1<sup>st</sup> day of August, 2013.

LESSEE:

Zeal Boutique  
Name of Business

By: Ashley Uemura / Krista Ree  
Owner or Authorized Agent

Owners  
Title

LESSOR:

City of Pascagoula

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

PRE-LEASE INSPECTION SHEET

UNIT NO. C

1. Lightbulbs / switched in front
2. weatherstrip hole in top of door
3. rear ~~door~~ door floor rot
4. porch rail paint
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
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16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

City of Pascagoula

\_\_\_\_\_  
Prospective Lessee

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

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

# Zeal

*Boutique*

May 24  
2011

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Zeal is an upscale women's clothing boutique that will open in third quarter 2011. Zeal means energy or enthusiasm in pursuit of a cause or an objective. Zeal's clothing selections and exclusive personal style services will include affordable prices for every social class. We will ensure that our customers are well dressed in quality clothing and accessories. Zeal is a female owned business currently organized as a S Corporation. The owners are well trained in working with the public, and our priority is placed on customer service. We hope that each customer has a fun shopping experience that interacts with our brands at Zeal.

## Introduction/Executive Summary

Zeal is a clothing boutique that will offer quality affordable apparel for many different age groups. Our target market will be the pre-teen to working class woman. We plan to provide a customer friendly atmosphere that will draw the customers to our store and keep them coming back.

Zeal would like to keep business in Pascagoula and support the local community instead of letting our money leak out to the surrounding cities. Zeal will carry designer and casual/contemporary apparel & accessories for pre-teen to women. Some of our feature lines are Miss Me Jeans, Sweet Rain, Mind Code, Blue Rain, My Story, Miami, Mustard Seed, Black Rain and many more. In addition to the fabulous clothing lines, Zeal will also carry accessories, including jewelry, hats, scarf's, belts, watches, shoes, candles, purses, and wallets.

Zeal will provide services, such as personal shopping and special ordering to customers during store hours. Zeal will have emphasis in helping women develop their personal style which will enhance our reputation as a truly unique boutique. Zeal will generate awareness and sales by utilizing the internet, local television station, and the local newspaper.

## History of the Business

Zeal is a new S Corporation owned by professional college graduates, Ashley Verrett and Krista Reed. From being lifelong residents in Jackson County and serving in the community, both have a desire to keep business in Pascagoula and support the local community. Our desire is to have a quality but affordable shopping environment just as you would find in the surrounding cities. Our main product will be female casual and career wear. Start – up costs include inventory for the third quarter of this year and are estimated at \$10,000 of which the owners will inject 100%. Current owner investments are documented at 50% per partner, which they have in savings and checking. An additional \$5,000 will be invested between the two owners to cover the items listed:

- Liability Insurance      \$898
- Utility Deposit            \$60
- Electricity Deposit        \$300
- State Tax ID                \$50
- Advertising                \$1000
- Rent (3 months)          \$699 - \$873

- Building Modifications \$750
- General \$1069

## **Ownership and Management Structure**

Both owners are successful college graduates. Ashley Verrett, has been employed by Dr. Terry Millette for over nine years as a registered nurse and started and manage the infusion clinic in the office. This job requires direct contact with the public with 100% patient satisfaction. In retail sales, we also will want 100% customer satisfaction. Ashley possess management skills including purchasing, billing, reimbursement, and detailed documentation and is a public speaker with Biogen Idec Pharmaceuticals and Novartis Pharmaceuticals.

Krista Reed, was born in Oklahoma City, OK and has a Bachelor's Degree in Science – Hotel Restaurant Management from Oklahoma State University where she had a full scholarship to play division one soccer. After graduating high school, Krista helped manage the two Subway stores her parents owned. Krista was responsible for the purchasing of the food and keeping up with the inventory. Additionally, Krista also worked at Indian Creek Village Winery where she did her internship in the gift shop and helped with the purchasing for the Winery Gift Shop and served as one of the buyers for the Winery Gift Shop. Responsibilities included different markets and maintaining store inventory. After graduating from college, Krista worked at Chevron in the Shutdown Planning department for four years with various responsibilities including utilization of several databases that the Refinery uses while in a shutdown. Additionally, Krista has experience with the facilitation and execution of meetings to prepare for various shutdowns.

## **Description of the Market**

Our largest target market will be the local female residents, in an effort to stop leakage of revenues into the surrounding cities. The Zeal customer will range from approximately 15 – 44 years of age. According to the 2009 census estimate, this age group is made up of approximately 51,797 people in Jackson County. Of this estimate, 50.88% being females, this will include the high school teen to the working class female that enjoys the boutique fashions at an affordable price that will set herself apart from others. On average, the female in the target age range spends \$632.81 annually on apparel and \$164.33 annually on accessories. Our products will always be needed in Pascagoula and will be ever changing with the current fashions to appeal to the customer.

Our competition will come from all the surrounding cities **with Mobile being the largest.** We will attract business from our local competitors, including Lotus, Polish, Hourglass and Forever 21 in Mobile. All of these businesses have been in operation for at least 24 months. We feel that Mobile businesses get 70% share of the apparel and accessory market. By offering similar selections as Lotus, Polish, and Hourglass locally, this will attract the local customer by saving money with the ever rising fuel costs, as well as competitive and lower prices. Most teens and women today are so busy with school and work that saving time by having a place to shop locally and affordable will also attract customers from our competitors. We will carry higher quality clothing than Forever 21 with the same reasonable prices. Our boutique will also be a more organized shopping environment than Forever 21 so that the customer will be relaxed rather than overwhelmed and frustrated. We also plan on recovering local customers that shop in the boutiques in Ocean Springs by offering the same quality apparel but at a much lower cost to the customer.

## **Description of the Product(s)**

Some of our feature lines are Miss Me Jeans, Sweet Rain, Mind Code, Blue Rain, My Story, Miami, Mustard Seed, and Black Rain. In addition to the fabulous clothing lines, Zeal will also carry accessories, including jewelry, hats, scarfs, belts, watches, shoes, candles, purses, and wallets. We will carry these items in stock at the boutique for local customers, as well as offer online purchasing through E-Bay and Zeal's website.

In the clothing industry there is always change with the newest and latest fashions. Zeal will keep their inventory moving and up to date by frequently attending market in Dallas and Atlanta. We will offer a guest e-mail list to keep our customers informed of any sales and promotions. The particular lines we are looking at will not interfere with any other local businesses. We are planning in the future to carry some clothing and accessories that will have its own trademark; however that has not yet been determined.

## **Description of the Business**

Zeal will be located in Pascagoula's Anchor Square. The cottages in Pascagoula's downtown will provide us a flexible and low-cost location for our business to start-up in an attractive and unique environment. This retail center with a variety of stores will be "attracting" rather than "leaking" retail sales to the surrounding cities. The cottage size will vary from 500-600 square foot. We plan on using wall space for the largest portion to display our products and narrow tables for displaying accessories. The kitchen is unnecessary for Zeal; therefore, it will be removed. Our interior paint color will be trendy with a rich laminate wood flooring to give the cottage a modern, sleek coastal look. We will be leasing the cottage on a one-year lease agreement. We will be responsible for our water,

electricity, and phone service. The City of Pascagoula will provide wireless internet access. Our hours of operation will be Tuesday thru Friday 10:30 am to 6:30 pm and on Saturdays 10 am to 5 pm. Zeal will be closed on all major holidays. Zeal will comply with Anchor Square's time regulations when they are determined. Statistically, Pascagoula is a blue collar city; therefore, our prices at Zeal will be reasonably priced for each social class.

## **Goals – Objectives / Strategy Formation**

The average price per transaction will be \$40. We plan on a minimum of 13 transactions per week, therefore 2 - 3 per day for the first year. As a boutique we will accept cash and all major credit cards. Zeal will accept a 10 day money back guarantee with receipt and 30 day store credit with receipt. Both owners are well trained in working with the public, and our priority is placed on customer service. We hope that each customer has a fun shopping experience that interacts with our brands at Zeal. We will offer something for every age and price range. The transactions will take place in our store and our website and will adhere to Zeal's return policy.

We will advertise by word of mouth, Internet, ads in the newspaper, promotions, signs on our personal vehicles, and through our daughters at Pascagoula High School and Ocean Springs High School. Both owners will be wearing the various clothing lines carried in the boutique. Zeal will actively be involved in the community and run promotions according to the functions that are taking place. For example, during football season we will give percentages off for games that Pascagoula wins. We will also support local fundraisers by purchasing ads in various program books, yearbooks, and charitable donations.

Our financial records will be maintained with quick books where we will have the capability to print out reports at any given time. We will do a total analysis monthly and quarterly in order to access our gains and losses and also be able to see what lines are selling better than others. We will have Ann Waller a certified CPA perform our taxes. We will set our prices according to market. Our goals for the first year are to break even the first year.



## 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.

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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: 8-20-2013

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 Melinda Mack-Safford 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 E situated in Anchor Square, as for fully described below, to Melinda Mack-Safford ("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 \$ 291.00 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 1<sup>st</sup> day of August, 2013.

LESSEE:

Is That Velvet Cupcakes  
Name of Business

By: Melinda Mack Safford  
Owner or Authorized Agent

\_\_\_\_\_  
Title

LESSOR:

City of Pascagoula

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

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

1. \_\_\_\_\_
2. normal wear/tear on floors in front room
3. City owns refrigerator/stove/hood
4. \$ marks on floor in back room
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

By: Melinda Stafford  
Prospective Lessee

By: [Signature] 6/30/13  
City of Pascagoula

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

## Is That Velvet Cupcakes

### Description of the Business:

<b>Name of Firm:</b>	Is That Velvet Cupcakes “Sweet Success”
<b>Legal Structure:</b>	Limited Liability Company
<b>Owners:</b>	Melinda Mack-Safford
<b>Hours of Operation:</b>	Tues.-Fri. 8a.m.-5p.m. Sat. 8a.m.-12p.m.
<b>Office Location:</b>	Anchor Square, Pascagoula, MS

### Mission Statement:

Mission Statement:

*Our mission is committed to serving the highest quality made from scratch baked goods in a modern and creative way while providing world class service to our customers.*

Vision Statement:

In the future we intend to adapt through marketing and technology to sustain our modern edge to be as customer-friendly as possible and provide the best products in our field. We also plan to continue to invest in our community through partnerships with other businesses and nonprofit organizations.

### The Product/Service:

Is That Velvet Cupcakes will be a small entrepreneurial bakery located in Pascagoula, MS. Is That Velvet Cupcakes will offer sweet and savory made from scratch cupcakes, cookies, brownies, pies and more. Cupcakes will be offered with a variety of flavors, frostings, sizes, styles, toppings, and decorations. This bakery will contain a comfortable seating area, allowing customers to stop in and sit down. Is That Velvet Cupcakes will also include a catering service to deliver large orders for big events, providing greater convenience for consumers. As a bakery, Is That Velvet Cupcakes will have an extensive target market. People of all ages enjoy delicious cupcakes, and will therefore be included in the target market. Cupcakes are a low-priced item; they are obtainable by nearly anyone, despite varying incomes, again keeping the target market large. Between the numerous product options, convenient services, and a broad target market, this bakery will be able to meet the needs of a wide spectrum of consumers.

Product quality is critical in the food industry. For that reason, Is That Velvet cupcakes will ensure product quality through the use of fresh ingredients, sale of only fresh cupcakes, and a focus on cleanliness. Innovations are also a goal of the company. One way which this will be accomplished is through creating new flavors of cupcakes and frostings each month offering them for a limited time. This will allow the business to test new products and determine which ones are preferred by consumers. Similarly, Is That Velvet Cupcakes will provide seasonal cupcakes with flavors corresponding to the seasons. These treats will also only be available for a limited time each year. Product quality and innovations will be a major focus of the business.

Though Is That Velvet Cupcakes will open as a single, small bakery, over time the business will strive to expand. Once the bakery proves to be a success, the business will incorporate a cupcake truck to nearby cities. As the success of the overall business increases, Is That Velvet Cupcakes will slowly expand to a wider range of locations including; birthday parties, weddings, and other events. A company website will allow consumers to view everything offered by the bakery, as well as grant the option for customers to place orders and view the cupcake truck location on a daily basis. These expansions will allow Is That Velvet Cupcakes to be accessed by a larger quantity of consumers.

Prices at Is That Velvet Cupcakes will strive to be competitive with the industry. Costs and expenses will be calculated to provide the business with a minimum price option, preventing any losses. The company will also research the prices of comparable products of other similar businesses in the area to know the price requirements to remain competitive. As long as the industry prices are high enough to cover the calculated costs, Is That Velvet Cupcakes will choose the prices similar to its competitors.

When Is That Velvet Cupcakes first opens, it will host a grand opening to gain consumer awareness. The event will offer free samples of a variety of products offered by the business to achieve consumer interest and desire, which in turn will increase consumer purchases. Community involvement will also greatly promote Is That Velvet Cupcakes as the company shows its participation and intent to contribute to the community. Such involvement will also increase consumer awareness as a community members are frequently exposed to the business name.

These plans for Is That Velvet Cupcakes are intended to help the business grow more successful and profitable. However, through the use of financial analysis, customer surveys, and market share comparison, the company will be capable of determining which of these strategies truly are productive to help the business thrive. Evaluating the effectiveness of different methods of marketing, Is That Velvet Cupcakes will learn what is needed for the company to be an absolute success.

We offer an array of products at Is That Velvet Cupcakes. We offer sweet and savory made from scratch cupcakes, cookies, brownies, and more. We offer a variety of cupcake toppings that

include sweet buttercream icing or savory cream cheese frosting. All which go perfectly complimented with any of the beverages we have available such as regular and decaffeinated coffees, hot chocolate, milk, teas and carbonated beverages.

All of our products cupcakes, cookies, brownies, pies and more are baked fresh daily to ensure they are moist and fresh. We take great pride in our work. Our goodies are baked using ingredients of the highest quality.

### **The Market:**

Is That Velvet Cupcakes will take advantage of this growing opportunity of cupcakes by positioning itself online through the World Wide Web. Is that Velvet Cupcakes will focus on high quality made-from-scratch products. Furthermore, Is that Velvet Cupcakes will take advantage of the geographic market along the Mississippi Gulf Coast through Arts and Crafts Festivals. The geographic market will consist of the cities located along the Mississippi Gulf Coast: Ocean Springs, Gautier, Biloxi, Pascagoula, Gulfport, Moss Point, Long, Beach, Pass Christian, and Bay St. Louis.

Is That Velvet Cupcakes will welcome customers of any and all ages; nonetheless our goal is to attract people of all ages. The city of Pascagoula has a population of 22,409, not including the surrounding cities and employees working at Hunington Ingalls. Pascagoula, as well as our neighboring cities, are near MGCCC and more and more of high schools are adopting the "early college high school" initiatives and they are populating bakeries looking for places other than their local libraries, to make it not only their study area, but a place where they can relax, listen to music, interact with others and enjoy good pastries and beverages while socializing and networking. Is that Velvet Cupcakes plans on providing wireless internet encouraging social media use for advertisement. Furthermore, there are many people with many talents they would like to share; therefore, Is that Velvet Cupcakes will advertise and post pictures on their Facebook page. Is that Velvet Cupcakes will offer great pastries and drinks at very affordable prices. The prices of our cupcakes will range from \$2.00 - \$3.00 per cupcake. Our coffees will range from \$1.50 to \$3.00 (depending on the sizes), prices do not include taxes. The sizes for the coffees will be small and medium. Our tea will range from \$1.50 to \$3.00 (depending on the sizes), prices do not include taxes. The sizes for the coffees will be small and medium. Our bottle of waters will be \$1.50 for a 20 fluid ounce water bottle.

### **Advertising and Marketing:**

Is That Velvet Cupcakes plans to advertise locally through art and crafts festivals. Monthly ads will be placed in Tidbits newspaper and the Southern Living Magazine. Also quarterly ads will be placed in Vibe Magazine out of Biloxi, MS; the ads will continually focus on the unique theme: "Sweet Success." As part of our strategy, Is That Velvet Cupcakes will periodically list customer testimonials in our ads and on our website, inviting the reader to "experience the excitement."

Is That Velvet Cupcakes plans to get a booth at the Ocean Springs, MS Fresh Market (every 1st 3rd 4th Saturday of the month) and in Pascagoula, MS Arts and Crafts Expo (every 2nd Saturday of the month) to allow potential customers to test our baked goods and provide them the

opportunity to buy any of the baked goods we have available for sale. Is That Velvet Cupcakes plans to have business cards, fliers, and brochures for all customers and potential customers available at our booth. We also plan to have comment cards available to our customers so they can provide us with feedback. Feedback is important to Is That Velvet Cupcakes because it allows us to improve and continue to provide our customers quality product and customer service.

Is that Velvet Cupcakes will have a store sign will be hung outside the door of the business, where customers will enter. At [www.vistaprint.com](http://www.vistaprint.com) Is that Velvet Cupcakes can get a large (6'x 2.5') outdoor vinyl banner to hang for \$26.46. Is that Velvet Cupcakes will also have t-shirts in pink, with a small logo on the front of the shirt. Custom Creations in Hattiesburg, MS, will design the t-shirts and the price will be \$150.00 for 12 shirts. T-Shirts will be worn daily as a uniform and eventually will be sold to customers.

At the beginning of Is that Velvet Cupcakes business venture as a cupcake shop owner, we will do our best to sponsor and support charity events, even though finances may be minimal. However, we will hold small contest for free cupcakes, just so that costumers stay interested. Is That Velvet Cupcakes will decide if the contest will be in store or through Facebook. Over-the-counter sales will be handled in person at the Ocean Springs Fresh Market and Pascagoula Arts and Crafts Expos for 12 months. Is That Velvet Cupcakes is also prepared to accept all major credit cards. This is going to be done through a device called Square Up. Square Up processes credit cards through iphones and/or ipads and deposits are made the next day with a 2.75% fee attached to all transactions.

### **Management/Ownership:**

Is That Velvet Cupcakes will be a Limited Liability Company owned and operated by Melinda Mack-Safford. A Limited Liability Company was deemed the best form of ownership for the company's needs.

Melinda Mack-Safford will act as the Chief Executive Officer and will manage and act as the primary baker. Melinda is organized, confident, and persistent. She has experience in sales and customer service from her past employment experience. Because of her hard working and very motivated personality she strives to maintain a solid and stable working environment. Melinda has practiced baking pastries for years, and has already taken a Wilton decorating class. She plans to attend future Wilton decorating classes and eventually plan to become a Wilton decorating instructor. Along with her abilities in baking and design, Melinda has a strong work ethic, great social skills, and a lot of training and experience in leadership. She will be obtaining all licensing and certification needed for the job. Melinda will also handle the website and technological aspects of the facility. Melinda has taken a series of financial as well as computer classes at The University of Southern Mississippi, William Carey University, and Ashford University. She has also assisted with finances in other business endeavors.

Some help will be needed in opening the business. I will initially have volunteered help from family and friends for baking and serving customers. They will not be paid and they will only volunteer their time and only one person will be needed per day. These initial two assistants working five days a week between them will amass around 20 hours a week. As the business grows, the assistants may be hired part-time but will not exceed two working at a time.

**Facilities:**

Is that Velvet Cupcakes will operate from anchor Square, Pascagoula, MS. The facility will be used for baking, consultations, filing purchase orders, and responding to customer emails and concerns via company phone. Is That Velvet Cupcakes has chosen this location because the access to Hunington Ingalls and the low cost rent for start-up for the business.

**Long-Term Continuation and Contingencies Plans Documents:**

The long term continuation of the business is well-defined by Is That Velvet LLC's beneficiary agreement. A copy of the agreement will be on file at David Kayak's Law firm in Pascagoula, MS.

All vital records and documents are filed electronically on two hard drives and hard copies are filed within a filing system at two separate secure locations, one location being outside the business.

**Community Benefits:**

Is that Velvet Cupcakes will eventually create two part-time positions, not counting the full-time position created for the owner. Although we have an extensive target market we will be offering coupons quarterly on select items and providing free gifts through promotions and contest. We estimate generous local tax revenue (through sale and state income taxes).

**Financial Requirements:**

Is that Velvet Cupcakes will need approximately \$4000 for start-up costs. The owner will invest \$1000 of personal funding and has secured another \$3000 from a silent partner. The owner's family will also give money to support the business. Throughout the year Is that Velvet will save money through cupcake sells and events. Attached are the Sources and Uses of Funds Statement and the comprehensive list of supplies and equipment to be purchased. The Cash Flow Statement shows that the company should be very profitable and can easily afford the monthly expenses.

In the unlikely case that Is that Velvet does not meet the owner's financial expectation, the owner has an alternate household income in which a percentage will help cover the note payment. The owner Melinda will utilize her Master of Education Degree to supplement income, if necessary.

# Projected Sales (First Half)

## Is That Velvet Cupcakes

2013

ITEM	Qty	Each	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Total First Half			
			Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each				
Cupcakes	50	\$3	\$125	75	\$3	\$188	80	\$3	\$200	85	\$3	\$213	95	\$3	\$238	100	\$3	\$250
Pies	20	\$3	\$60	25	\$3	\$75	35	\$3	\$105	45	\$3	\$135	50	\$3	\$150	60	\$3	\$180
Cookies	75	\$1	\$53	100	\$1	\$100	120	\$1	\$120	130	\$1	\$130	140	\$1	\$140	160	\$1	\$160
Brownies	45	\$1	\$43	55	\$1	\$55	65	\$1	\$65	75	\$1	\$75	80	\$1	\$80	90	\$1	\$90
Coffee	30	\$2	\$45	35	\$2	\$70	35	\$2	\$70	40	\$2	\$80	40	\$2	\$80	40	\$2	\$80
Tea	15	\$2	\$30	20	\$2	\$40	20	\$2	\$40	15	\$2	\$30	15	\$2	\$30	15	\$2	\$30
Water	10	\$2	\$15	10	\$2	\$15	15	\$2	\$23	10	\$2	\$15	15	\$2	\$23	10	\$2	\$15

Total			\$370			\$543			\$623			\$678			\$740			\$805
Cumulative			\$370			\$913			\$1,536			\$2,213			\$2,953			\$3,758

\$3,758

# Projected Sales (Second Half)

## Is That Velvet Cupcakes 2013

ITEM	Month 7		Month 8		Month 9		Month 10		Month 11		Month 12		Total Second Half
	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	
Cupcakes	125	\$3	135	\$3	145	\$3	150	\$3	155	\$3	160	\$3	\$480
Pies	75	\$3	80	\$3	85	\$3	85	\$3	90	\$3	95	\$3	\$285
Cookies	160	\$1	165	\$1	165	\$1	170	\$1	170	\$1	175	\$2	\$350
Brownies	90	\$1	95	\$1	95	\$1	90	\$1	95	\$1	95	\$2	\$190
Coffee	45	\$2	45	\$2	50	\$2	55	\$2	60	\$2	60	\$1	\$60
Tea	15	\$2	15	\$2	20	\$2	20	\$2	20	\$2	20	\$1	\$200
Water	15	\$2	10	\$2	10	\$2	5	\$2	10	\$2	10	\$1	\$110
<b>Total</b>		\$1,000		\$1,045		\$1,110		\$1,125		\$1,180		\$1,395	\$6,855
<b>Cumulative</b>		\$4,758		\$5,803		\$6,913		\$8,038		\$9,218	<b>Total</b>	\$10,613	\$10,613

# Operating Expenses (Average)

Is That Velvet Cupcakes

2013

	Amount
Rent/Mortgage	\$ 250
Utilities (Total)	\$ 20
Business Phone	
Electricity	
Gas/Oil	
Water	
Payroll (Total)	\$ -
Wages	
Employer FICA	
Benefits	
Training	
Association Fees	
Travel (Total)	\$ -
Gas/Fuel	
Tolls	
Lodging	
Vehicle Maintenance	\$ -
Parking	
Cell Phone	\$ 75
Pager	
Office Supplies	\$ 20
Copies	
Other Supplies	
Advertising	
Insurance	\$ 60
Bookkeeping/Accounting	\$ 400
Legal	
Taxes	
Cleaning Fees	
Other	
<b>Total Monthly Operating Expenses:</b>	<b>\$ 825</b>

# Projected COGS (First Half)

## Is That Velvet Cupcakes

2013

ITEM	Qty	Each	Month 1		Month 2		Month 3		Month 4		Month 5		Month 6		Total First Half				
			Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each					
Cupcakes	50	\$1	\$50	75	\$1	\$75	80	\$1	\$80	85	\$1	\$85	95	\$1	\$95	100	\$1	\$100	\$485
Pies	20	\$1	\$20	25	\$1	\$25	35	\$1	\$35	45	\$1	\$45	50	\$1	\$50	60	\$1	\$60	\$235
Cookies	75	\$1	\$75	100	\$1	\$100	120	\$1	\$120	130	\$1	\$130	140	\$1	\$140	160	\$1	\$160	\$725
Brownies	45	\$1	\$45	55	\$1	\$55	65	\$1	\$65	75	\$1	\$75	80	\$1	\$80	90	\$1	\$90	\$410
Coffee	30	\$0	\$0	35	\$0	\$0	35	\$0	\$0	40	\$0	\$0	40	\$0	\$0	40	\$0	\$0	\$0
Tea	15	\$0	\$0	20	\$0	\$0	20	\$0	\$0	15	\$0	\$0	15	\$0	\$0	15	\$0	\$0	\$0
Water	10	\$0	\$0	10	\$0	\$0	15	\$0	\$0	10	\$0	\$0	15	\$0	\$0	10	\$0	\$0	\$0
7	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	\$0
<b>Total</b>			\$190		\$255		\$300		\$335		\$365		\$410		\$410				\$1,855
<b>Cumulative</b>			\$190		\$445		\$745		\$1,080		\$1,445		\$1,855		\$1,855				\$1,855

# Projected COGS (Second Half)

2013

ITEM	Month 7		Month 8		Month 9		Month 10		Month 11		Month 12		Total Second Half
	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	Qty	Each	
Cupcakes	125	\$1	135	\$1	145	\$1	150	\$1	155	\$1	160	\$1	\$870
Pies	75	\$1	80	\$1	85	\$1	90	\$1	90	\$1	95	\$1	\$95
Cookies	160	\$1	165	\$1	165	\$1	170	\$1	170	\$1	175	\$1	\$1,005
Brownies	90	\$1	95	\$1	95	\$1	90	\$1	95	\$1	95	\$1	\$95
Coffee	45	\$0	45	\$0	50	\$0	55	\$0	60	\$0	60	\$0	\$0
Tea	15	\$0	15	\$0	20	\$0	20	\$0	20	\$0	20	\$0	\$0
Water	15	\$0	10	\$0	10	\$0	5	\$0	10	\$0	10	\$0	\$0
7	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
<b>Total</b>		\$450		\$475		\$490		\$495		\$510		\$525	\$2,945
<b>Cumulative</b>		\$2,305		\$2,780		\$3,270		\$3,765		\$4,275		\$4,800	\$4,800
											<b>Total</b>	<b>2013</b>	<b>\$4,800</b>

# Income Projections 2013

Is That Velvet Cupcakes

	Jan	Feb	Mar	April	May	June	Total
<b>Projected Income</b>							<b>First Half</b>
Sales	\$370	\$913	\$1,535	\$2,213	\$2,953	\$3,758	\$11,742
Other Sources	\$900	\$0	\$0	\$0	\$0	\$0	\$900
<b>Total Income</b>	<b>\$1,270</b>	<b>\$1,813</b>	<b>\$2,435</b>	<b>\$2,213</b>	<b>\$2,953</b>	<b>\$3,758</b>	<b>\$12,642</b>
Less Cost of Goods Sold	<u>\$190</u>	<u>\$445</u>	<u>\$745</u>	<u>\$1,080</u>	<u>\$1,445</u>	<u>\$1,855</u>	<u>\$5,760</u>
<b>Gross Profit</b>	<b>\$1,080</b>	<b>\$1,103</b>	<b>\$1,690</b>	<b>\$1,133</b>	<b>\$1,508</b>	<b>\$1,903</b>	<b>\$6,882</b>
Less Operating Expenses	\$825	\$825	\$825	\$825	\$825	\$825	\$4,950
<b>Net Profit</b>	<b>\$255</b>	<b>\$278</b>	<b>\$865</b>	<b>\$308</b>	<b>\$683</b>	<b>\$1,078</b>	<b>\$1,932</b>
Running Balance	\$255	\$533	\$1,398	\$1,706	\$2,389	\$3,467	
<b>Projected Income</b>							
	July	August	September	October	November	December	<b>Total</b>
Sales	\$4,758	\$5,803	\$6,913	\$8,038	\$9,218	\$10,613	<b>2nd Half</b>
Other Sources	\$0	\$0	\$0	\$0	\$0	\$0	<b>Full Year</b>
<b>Total Income</b>	<b>\$4,758</b>	<b>\$5,803</b>	<b>\$6,913</b>	<b>\$8,038</b>	<b>\$9,218</b>	<b>\$10,613</b>	<b>\$45,343</b>
Less Cost of Goods Sold	<u>\$2,305</u>	<u>\$2,780</u>	<u>\$3,270</u>	<u>\$3,765</u>	<u>\$4,275</u>	<u>\$4,800</u>	<u>\$21,195</u>
<b>Gross Profit</b>	<b>\$2,453</b>	<b>\$3,023</b>	<b>\$3,643</b>	<b>\$4,273</b>	<b>\$4,943</b>	<b>\$5,813</b>	<b>\$24,148</b>
Less Operating Expenses	\$825	\$825	\$825	\$825	\$825	\$825	\$4,950
<b>Net Profit</b>	<b>\$1,628</b>	<b>\$2,198</b>	<b>\$2,818</b>	<b>\$3,448</b>	<b>\$4,118</b>	<b>\$4,988</b>	<b>\$19,198</b>
Running Balance	\$5,095	\$7,293	\$10,111	\$13,559	\$17,677	\$22,665	\$21,130

## Cash Flow Projection Worksheet - 6 month July/2103-December/2013

	July	August	September	October	November	December	Total
<b>Beginning Cash Balance</b>	4,000	\$3,483	\$3,244	\$3,870	\$4,804	\$6,421	
<b>Cash Inflows (Income):</b>							
Accts. Rec. Collections							0
Loan Proceeds							0
Sales & Receipts	255	533	1,398	1,706	2,389	3,467	9,748
Other:							0
<b>Total Cash Inflows</b>	\$255	\$533	\$1,398	\$1,706	\$2,389	\$3,467	\$9,748
<b>Available Cash Balance</b>	\$4,255	\$4,016	\$4,642	\$5,576	\$7,193	\$9,888	
<b>Cash Outflows (Expenses):</b>							
Advertising	60	60	60	60	60	60	360
Bank Service Charges							0
Credit Card Fees							0
Delivery							0
Health Insurance							0
Insurance	67	67	67	67	67	67	402
Interest							0
Inventory Purchases	250	250	250	250	250	250	1,500
Miscellaneous							0
Office							0
Payroll							0
Payroll Taxes							0
Professional Fees	50	50	50	50	50	50	350
Rent or Lease	250	250	250	250	250	250	1,500
Subscriptions & Dues							0
Supplies							0
Taxes & Licenses							0
Utilities & Telephone	95	95	95	95	95	95	570
Other:							0
<b>Subtotal</b>	\$772	\$772	\$772	\$772	\$772	\$772	\$4,682
<b>Other Cash Out Flows:</b>							
Capital Purchases							0
Loan Principal							0
Owner's Draw							0
Other:							0
<b>Subtotal</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Cash Outflows</b>	\$772	\$772	\$772	\$772	\$772	\$772	\$4,682
<b>Ending Cash Balance</b>	\$3,483	\$3,244	\$3,870	\$4,804	\$6,421	\$9,116	

## Break Even Analysis (Monthly)

Projected Average Monthly Sales	\$10,613
Less Cost of Goods Sold	<u>\$4,800</u>
Total Average Gross Profit	\$5,813
Average Gross Profit Margin:	55 %
Average Monthly Operating Expenses:	\$825
Monthly Sales Required to Break Even:**	\$1,506

\*Payments to Principals not included



## 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: 8/20/13

Submitting Department or Individual: City Manager

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

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

**Agenda Topic: Authorization of travel for Mayor Blevins to attend the MML Board of Directors quarterly meetings.**

*Attach additional information as necessary*

**Action Requested:**

The Mayor has been appointed as a member of the 2013-2014 Board of Directors of the Mississippi Municipal League. Travel has to be authorized and noted in the minutes; therefore, your approval is requested for the Mayor to attend the Board meetings to be held on 9/20/13, 1/29/14 and 6/22/14)

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**





## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Police Department

Contact Name: Kenny Johnson

Phone: 938-6688

**Agenda Topic:** Proposals for Automotive Maintenance

*Attach additional information as necessary*

**Action Requested:**

Council approval to advertise and receive proposals for annual automotive maintenance contract for a twelve month period with a one-year renewal option

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*

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## REQUEST FOR PROPOSALS

### AUTOMOTIVE MAINTENANCE AND REPAIRS

Notice is hereby given that the City of Pascagoula intends to contract the services of a qualified and experienced mechanic and body shop to provide the services described herein under a one (1) year contract with an optional renewable of twelve months not to exceed five (5) years that assures timely and professional vehicle maintenance, to include the furnishing of equipment, parts, material and labor to perform all mechanical repairs, electrical repairs and minor body work for city vehicles.

Vendors interested in providing the required services are solicited to provide a proposal that shall include the following:

1. Qualifications and experience of the employees, as well as certificates of mechanical knowledge, equipment and labor capabilities;
2. Labor rates, repair time turn-around, parts jobber plus percentage rate;
3. A description of similar type work completed during the past five (5) years which qualifies the vendor for this project;
4. All proposal envelopes should contain the name of the proposal, **Automotive Maintenance and Repairs**, business license number, sender's name, mailing address, and telephone number on the face of the envelope.

All proposals shall be submitted in a sealed envelope addressed to the City Clerk of the City of Pascagoula, Mississippi. If a proposal is submitted by mail, the post office address of the City Clerk is P.O. Drawer 908, Pascagoula, Mississippi 39568-0908. If a proposal is hand delivered, the street address of the City clerk is 603 Watts Avenue, Pascagoula, Mississippi 39567-4220. Please submit one (1) original and three (3) copies of your proposal.

All proposals should be submitted to the City Clerk of the City of Pascagoula, Mississippi, at her office located at 603 Watts Avenue, Pascagoula, MS, during legal office hours until **FRIDAY, SEPTEMBER 13, 2013 at 2:00 P.M.**, at which time all proposals will be publicly opened and proposers' names read aloud in the Council Room at City Hall.

All proposal envelopes shall be marked **“SEALED PROPOSAL FOR AUTOMOTIVE MAINTENANCE AND REPAIRS TO BE OPENED AT 2:00 P.M. ON FRIDAY, SEPTEMBER 13, 2013”**, and if any envelope is not so marked, any proposal contained therein will not be considered.

For more information pertaining to this proposal, please contact the Purchasing Agent at 630 Delmas Avenue, during legal office hours. The phone number is (228 938-6722).

WITNESS MY HAND AND OFFICIAL SEAL of the City of Pascagoula, Jackson County, Mississippi, this the \_\_\_\_\_ day of August, 2013

**CITY OF PASCAGOULA, MISSISSIPPI**

BY: \_\_\_\_\_

Brenda J. Reed, Assistant City Clerk





### AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Public Works

Contact Name: Steve Mitchell

Phone: 938.7758

**Agenda Topic:** Award Annual Bid #325 - Backflow Preventers

*Attach additional information as necessary*

**Action Requested:**

Council approval to accept low bid (3/4 inch Backflow Preventers at \$25.38 each) to Southern Pipe, Gulfport, MS

Council approval to accept low bid (1 inch Backflow Preventers at \$47.45 each) to H.D. Supply, Gulfport, MS.

Contract dates are August 21, 2013 through August 20, 2014 with a one-year renewal option. Tabulation Sheet and Recommendation to Council attached

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

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

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**Tabulation Sheet**  
**Backflow Preventers - Bid #325**  
**Bid Opening Thursday, August 1, 2013**  
**2:00 P.M.**

<u>VENDORS</u>	<u>3/4"</u>	<u>1"</u>	<u>Brand Name</u>
Backflow Control	_____	_____	_____
Central Pipe & Supply	\$ 52.57	\$ 57.13	Ford
Coast Valve & Fittings Co., Inc.	_____	_____	_____
Consolidated Pipe	_____	_____	_____
Empire Pipe	_____	_____	_____
Ferguson	_____	_____	_____
G & C Supply	_____	_____	_____
HD Supply	\$ 43.66	\$ 47.45	Ford
Keeling Company	_____	_____	_____
MS Utility Supply	_____	_____	_____
Southern Waterworks Supply, Inc.	_____	_____	_____
Southern Pipe	\$ 25.38	\$ 53.42	Watts
Summit Pipe & Supply of Ms. Inc.	_____	_____	_____
U S Filter Distribution Group	_____	_____	_____
Vellano Brow., Inc.	_____	_____	_____
_____	_____	_____	_____

**RECOMMENDATION TO CITY COUNCIL FOR BID AWARD**

**BID ITEM:** Backflow Preventers - Annual Bid #325

**BID OPENED:** Thursday, August 1, 2013 @ 2:00pm

<b>BIDDERS:</b>	<b><u>3/4 inch</u></b>	<b><u>1 inch</u></b>	<b><u>Brand</u></b>
Central Pipe	\$52.57	\$57.13	Ford
H D Supply	\$43.66	\$47.45	Ford
Southern Pipe	\$25.38	\$53.42	Watts

**NEEDED:**

**WHERE:** Various City Locations

**WHY:** Water Backflow Prevention

**BUDGETED:** 40067270-552720 - \$4,000.00 – Cross Connection Program Supply

**TYPE BID:** Legally advertised

**PUBLICATION DATES:** Tuesday, July 9, 2013 and Tuesday, July 16, 2013

**REMARKS:** Our current bid is with Consolidated Pipe, Pascagoula, MS - ¾ inch - \$29.29 each for Mueller and HD Supply, Gulfport, MS for 1 inch - \$37.54 each for Ford - HHS dual check Backflow Preventers.

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**DEPARTMENT HEAD RECOMMENDATION:** I recommend awarding the bid of (3/4" Backflow Preventer at \$25.38 each) to Southern Pipe, Gulfport, MS.

I also recommend that Council award the bid (1" Backflow Preventers at \$47.45 each) to H.D. Supply, Gulfport, MS

This annual bid is awarded on an item by item basis.

Contract dates are August 21, 2013 through August 20, 2014 with a one-year renewal option.

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**DEPARTMENT HEAD**

**CITY MANAGER RECOMMENDATION:** ( ) CONCUR ( ) DO NOT CONCUR

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**CITY MANAGER**





## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Ordinance to amend Section 2-141 of the Code of Ordinances to restore Civil Service protection to certain employees of the Police and Fire Departments**

*Attach additional information as necessary*

**Action Requested:**

Adopt ordinance

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	

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

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**ORDINANCE NO. \_\_\_\_\_ 2013  
CITY OF PASCAGOULA, MISSISSIPPI**

**AN ORDINANCE TO AMEND SECTION 2-141 OF THE CODE OF  
ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO  
DELETE SUBSECTION (e) WHICH ELIMINATED CIVIL SERVICE  
COVERAGE FOR ALL EMPLOYEES WHO ARE NOT CERTIFIED  
LAW ENFORCEMENT OFFICERS, OR CERTIFIED FIREMEN;  
AND FOR RELATED PURPOSES**

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

SECTION 1. Section 2-141 of the Code of Ordinances of the City of Pascagoula, Mississippi, is amended as follows:

- (a) The provisions of MCA 1972, §§ 21-31-1—21-31-27, relating to the establishment of a civil service commission for members of the full-paid fire and police departments, shall be extended under the authority of MCA 1972, § 21-31-3 to include all full-paid employees in all departments of the city except for the following: All employees in the bargaining unit represented by the American Federation of State, County, and Municipal Employees, Local Union No. 1944, and those employees holding the positions of city engineer, public utilities/works director, parks/recreation director, city clerk, senior engineer, comptroller, administrative secretary, purchasing agent, grants coordinator, personnel director, tax and permit officer, street superintendent, natural gas superintendent, building official, property maintenance superintendent, Keep America Beautiful coordinator, museum curator (formerly curator/special events coordinator), senior citizens coordinator, assistant public utilities/works director, ERF plant superintendent, ERF mechanic I, ERF mechanic II, ERF operator I, ERF operator II, ERF operator helper, management information systems director, senior administrative secretary, legal secretary, water system superintendent, sewer system superintendent, planning coordinator, enterprise specialist, chief deputy clerk/secretary, program director, athletic director, assistant comptroller, utilities business manager, economic development and tourism director and human resources director.

- (b) The civil service commission shall immediately make suitable rules and regulations not inconsistent with the provisions of MCA 1972, §§ 21-31-1—21-31-27, relating to civil service, in order that all full-paid employees in all departments of the city except for the employees exempted in subsection (a) of this section shall be subject to civil service, and such commission is instructed to take all necessary steps to properly implement civil service coverage for such employees as soon as possible.
- (c) Those persons, if any, holding the positions of utility maintenance superintendent (formerly water and sewer maintenance superintendent), public utilities director, comptroller, purchasing agent, grants coordinator, personnel director, city engineer, tax and permit officer, street superintendent (formerly street/property maintenance superintendent), building official, Keep America Beautiful coordinator (formerly contract services/KAB coordinator), museum curator (formerly curator/special events coordinator), senior citizens coordinator (formerly senior citizens and cultural arts coordinator) and utilities business manager as of August 6, 1991, shall continue to be covered by civil service until they cease holding such positions or any other civil service position to which they may be demoted or involuntarily transferred. Any persons employed in such positions after the holders thereof as of August 6, 1991, if any, cease to hold such positions shall not be covered by civil service. Also, those persons, if any, holding the positions of legal secretary and utility maintenance superintendent as of October 21, 1997, shall continue to be covered by civil service until they cease holding such positions or any other civil service position to which they may be demoted or involuntarily transferred. Any persons employed in such positions after the holders thereof as of October 21, 1997, if any, cease to hold such positions shall not be covered by civil service.
- (d) The prior extension of civil service coverage under this section, pursuant to MCA 1972, § 21-31-3, to employees other than full-paid members of the fire and police departments is hereby withdrawn; provided, however, that any employee who is covered by such prior extension on July 5, 2000, shall continue to be so covered as long as he remains continuously employed by the city.

SECTION 2. In order for the benefits of this ordinance to be realized as soon as possible, the same shall become effective immediately upon passage.



### AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** Renewal of Flood Insurance for 8 City Locations

*Attach additional information as necessary*

**Action Requested:**

Council approval of Renewal of flood insurance with Wright National Flood Insurance Company at a cost of \$ 6,156.00 for Option A. This is an increase of \$ 271.00 over last year. Option B will be an increase of \$ 501.00 for an additional \$ 42,800.00 in coverage. These renewals under Option A keep us FEMA compliant.

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

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

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



Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2078024  
 7/26/13

Policy Number 23 1150568561 03  
 Prior Policy Number 23 1150568561 02  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 7/26/13

Agent (228) 762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/20/13 - 9/20/14

Flood Zone: C  
 Property Address *Bayou Cassotte Water Office*  
 2505 SCOVAL, PASCAGOULA MS 39567-9999

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/20/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$11,100 CONTENTS \$0	\$1,000	\$134.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$12,200 CONTENTS \$0	\$1,000	\$143.00

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

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



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

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/20/13

Option A  \$134.00  
 Option B  \$143.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150568561 03 00013400 RE 0014300 9

06048692311505685611320702

00009  
 Insured

10707





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2077845  
 7/26/13

Policy Number                      Prior Policy Number  
 23 1150568557    03    23 1150568557    02  
 2000 11523 FLD    RGLR  
 Flood

Date of Notice  
 7/26/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/20/13 - 9/20/14

Flood Zone: C  
 Property Address *Criswell WTP*  
 2511 CRISWELL AVE, PASCAGOULA MS 39567-1104

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/20/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$500,000 CONTENTS \$0	\$1,000	\$2,193.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING N/A CONTENTS N/A		N/A

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

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

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



Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/20/13

Option A  \$2,193.00  
 Option B  N/A

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150568557 03 00219300 RE 0000000 9

06048692311505685571320702

0000E  
 Insured

10703





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2077927  
 7/26/13

Policy Number 23 1150568558 03  
 Prior Policy Number 23 1150568558 02  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 7/26/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/20/13 - 9/20/14

Flood Zone: C  
 Property Address *Criswell Bldg w/ Controls*  
 2511 CRISWELL AVE, PASCAGOULA MS 39567-1104

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/20/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$12,900	\$1,000	\$260.00
	CONTENTS \$10,600	\$1,000	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$14,200	\$1,000	\$277.00
	CONTENTS \$11,100	\$1,000	

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

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



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

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/20/13

Option A  \$260.00  
 Option B  \$277.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150568558 03 00026000 RE 0027700 9

06048692311505685581320702

0000F  
 Insured

10704





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2524351  
 7/24/13

Policy Number                      Prior Policy Number  
 23 1150567309    03    23 1150567309    02  
 2000 11523 FLD    RGLR  
 Flood

Date of Notice  
 7/24/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

### Renewal Notice

9/18/13 - 9/18/14

Flood Zone: AE

Property Address

2006 MAGNOLIA ST PUMP STA BLDG, PASCAGOULA MS 39567-9999

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/18/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$93,000 CONTENTS \$0	\$1,000	\$700.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$102,300 CONTENTS \$0	\$1,000	\$760.00

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

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

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



Due Date: 9/18/13

Please WRITE POLICY NUMBER ON CHECK

and make payable to: Wright National Flood Insurance Company

Insured: CITY OF PASCAGOULA

To Be Paid By:

Insured

Option A  \$700.00

Option B  \$760.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150567309 03 00070000 RE 0076000 7

06048692311505673091320502

00006  
 Insured

03840





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2078036  
 7/24/13

Policy Number 23 1150567300 03  
 Prior Policy Number 23 1150567300 02  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 7/24/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/18/13 - 9/18/14

Flood Zone: C  
 Property Address *Pump Station*  
 4523 PINE ST, PASCAGOULA MS 39563-4633

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/18/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$54,500 CONTENTS \$0	\$1,000	\$536.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$60,000 CONTENTS \$0	\$1,000	\$585.00

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

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



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

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/18/13

Option A  \$536.00  
 Option B  \$585.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150567300 03 00053600 RE 0058500 3

06048692311505673001320502

0000D  
 Insured

03831





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2838875  
 7/24/13

Policy Number                      Prior Policy Number  
 23 1150567310 03    23 1150567310    02  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 7/24/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/18/13 - 9/18/14

Flood Zone: C  
 Property Address *Pump Station*  
 1512 SCHOOL AVE, PASCAGOULA MS 39567-4362

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/18/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$193,600 CONTENTS \$0	\$1,000	\$1,503.00
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$213,000 CONTENTS \$0	\$1,000	\$1,546.00

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

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

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



Due Date: 9/18/13

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Option A  \$1,503.00  
 Option B  \$1,546.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150567310 03 00150300 RE 0154600 5

06048692311505673101320502

0000E  
 Insured

03841





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2077963  
 7/26/13

Policy Number                      Prior Policy Number  
 23 1150568559    03    23 1150568559    02  
 2000 11523 FLD    RGLR  
 Flood

Date of Notice  
 7/26/13

Agent (228)762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/20/13 - 9/20/14

Flood Zone: C  
 Property Address *I.G. Levy / Scranton Nature Ctr.*  
 3928 NATHAN HALE AVE, PASCAGOULA MS 39581-4727

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/20/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING	\$33,700	\$564.00
	CONTENTS	\$23,200	
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING	\$37,100	\$604.00
	CONTENTS	\$24,400	

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

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



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

Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/20/13

Option A  \$564.00  
 Option B  \$604.00

P.O. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150568559 03 00056400 RE 0060400 3

06048692311505685591320702

00000  
 Insured

10705





Wright National Flood Insurance Company  
 A Stock Company  
 P.O. Box 33003  
 St. Petersburg, FL 33733-8003  
 Customer Service: 1-800-820-3242  
 Claims: 1-800-725-9472

FFL 99.023 0213  
 2078017  
 7/26/13

Policy Number 23 1150568560 03  
 Prior Policy Number 23 1150568560 02  
 2000 11523 FLD RGLR  
 Flood

Date of Notice  
 7/26/13

Agent (228) 762-4911  
 HANCOCK INSURANCE AGENCY  
 PO BOX 728  
 PASCAGOULA MS 39568-0728

CITY OF PASCAGOULA  
 PO BOX 908  
 DIXIE YOUTH RYALS ELLIS  
 PASCAGOULA MS 39568-0908

**Renewal Notice**

9/20/13 - 9/20/14

Flood Zone: C

Property Address

1719 TUCKER STREET, DIXIE YOUTH RYALS ELLIS, PASCAGOULA MS 39568-9999

Dear Insured,

It's TIME TO RENEW your Flood insurance policy. Your current policy expires on 9/20/13 at 12:01 a.m. standard time. To ensure continued coverage with us, you need to make your payment on or before the expiration date of your current policy. If you are paying by check, please use the payment coupon at the bottom of this notice; or, if you would like to pay by credit card, please use the credit card payment coupon enclosed with this notice.

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

OPTIONS	AMOUNT OF COVERAGE	DEDUCTIBLES	PREMIUM DUE
Option A: Pay this amount to renew your policy with the same coverage amounts as your current policy (as shown in the next box).	BUILDING \$0	\$1,000	\$266.00
	CONTENTS \$21,300		
Option B: Pay this amount to renew your policy with increased coverage amounts (as shown in the next box) due to increased property values.	BUILDING \$0	\$1,000	\$278.00
	CONTENTS \$22,400		

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

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

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



Please WRITE POLICY NUMBER ON CHECK  
 and make payable to: Wright National Flood Insurance Company  
 Insured: CITY OF PASCAGOULA  
 To Be Paid By:  
 Insured

Due Date: 9/20/13

Option A  \$266.00  
 Option B  \$278.00

PO. Box 33070  
 St. Petersburg, FL 33733-8070



02000 11523 FLD\* RGLR 231150568560 03 00026600 RE 0027800 6

06048692311505685601320702

00008  
 Insured

10706







## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Human Resources

Contact Name: Valerie Moore

Phone: 228-938-6611

**Agenda Topic:** Community Events Coordinator

*Attach additional information as necessary*

**Action Requested:**

Authorize change in the current title of Museum/ Special Events to Community Events Coordinator. The museum duties have been reallocated to another position within Parks and Recreation. This position will handle city wide community events.

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

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

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



## City of Pascagoula Job Description

### Community Events Coordinator

<b>DEPARTMENT:</b>	Parks & Recreation	<b>LABOR GRADE:</b>	109
<b>EXEMPT(Y/N):</b>	Yes	<b>POSITION CODE:</b>	
<b>REPORTS TO:</b>	Parks & Recreation Director		

#### MEETING PERFORMANCE EXPECTATIONS

To perform this job successfully, an individual must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### SUMMARY:

**This position is responsible for planning, coordinating, and directing community activities and special events in accordance with all applicable laws and City of Pascagoula policies and procedures.**

#### ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Strategically develops, plans, and implements various special events for the community with ongoing evaluation of current events and potential development of new events to build community pride and increase economic development opportunities throughout the City.
- Develops, plans, and oversees seasonal/holiday special community events including but not limited to the Children's Mardi Gras Parade, Downtown Easter Parade, Easter Egg Hunt, Flashlight Easter Egg Hunt, July 4<sup>th</sup> fireworks, Trunk-r-Treat, Christmas Decorations, Christmas Parade, and Christmas tree lighting.
- Serves as City liaison to private groups for special community events including but not limited to the Live Oak Arts Festival (LOAF), Krebs Cemetery Tour, Sounds by the Sea, and Blessing of the Fleet to coordinate City services.
- Develops and monitors the budget for scheduled community events.
- Documents and prepares reports related to activities and events.
- Works closely with volunteers, coordinates volunteer activities to execute various programs and activities for the city.
- Works closely with Main Street Director to ensure events are carried out appropriately and meet the Main Street Promotions Point Approach.
- Serve on the Main Street Promotions Committee to gain business input and aid in event development strategy.
- Works closely with Public Relations and Sponsorship Coordinator to ensure proper advertising coverage.

- Any other duties assigned by the Community and Economic Development Director.

**The absence of specific statements of duties does not exclude those tasks from the position if the work is similar, related, or a logical assignment of the position.**

### **QUALIFICATION REQUIREMENTS:**

The requirements listed below are representative of the knowledge, skill and/or ability required to successfully perform the essential functions of this position.

#### **SUPERVISORY REQUIREMENT:**

This position does not supervise any employees.

#### **EDUCATION and/or EXPERIENCE:**

A high school graduate or its equivalent and graduation from an accredited college with a bachelor's degree in a related field or a combination of 2-5 years of education and experience that results in the required knowledge, skills, and abilities including event planning and coordination. Past experience organizing public events and budget development and administration is essential.

#### **SPECIAL QUALIFICATIONS:**

Computer proficiency in MS Word, Excel, and Outlook is required; previous experience with MUNIS software is preferred. Excellent organizational skills are essential to effectively develop, plan, and manage a wide variety of special events and activities. The ability to work independently, plan, organize and execute assignments with minimum supervision, but also with accountability to superiors. Knowledge of public relations and promotional methods and procedures is essential. A valid Mississippi driver's license is required.

#### **LANGUAGE AND REASONING SKILLS:**

Ability to understand written or oral instructions; read, analyze and interpret complex documents, instruction manuals, policies and procedures is essential. Excellent communication skills are required to effectively present information in a one-on-one and small group setting. The ability to work effectively and efficiently, under stressful conditions, to ensure deadlines are met is essential. Exceptional interpersonal skills are required to develop and maintain strong working relationships with volunteers, co-workers, and the public.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Work requires periods of sustained sitting, standing, and walking and the ability to see, speak, and hear. Work requires physical activity and occasional light lifting. Requires the use of hands and fingers to input data into computer and move materials for special events.

## **WORKING ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The majority of work is performed in a well-lit, climate controlled, and adequately ventilated office environment and requires observance of safe work practices, fire regulations, and avoidance of falls, trips, and similar office work hazards. Occasionally, outdoor work is required when attending special events and functions.



## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Police Department

Contact Name: Kenny Johnson

Phone: 762-2211

**Agenda Topic: Resolution - Mutual Aid Agreement with City of Gautier for deployment of Pascagoula S.W.A.T Team and Training Assistance.**

*Attach additional information as necessary*

**Action Requested:**

Approve agreement and authorize Police Chief to sign agreement

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**

## **RESOLUTION**

**WHEREAS**, the Police Department for the City of Pascagoula has developed and trained a Special Weapons and Tactics Team (S.W.A.T.) to deal with highly volatile situations involving law enforcement matters; and

**WHEREAS**, the City of Gautier does not have such a team and has expressed a desire to enter into a Mutual Aid Agreement with the City of Pascagoula whereby the City of Gautier may call upon the Pascagoula Police Department's S.W.A.T. Team for assistance when needed; and

**WHEREAS**, House Bill 35, which was signed into law by the Governor of the State of Mississippi on March 27, 2002, provides in pertinent part as follows:

“The governing authorities of any incorporated municipality within Jackson County, in their discretion, may provide municipal equipment, manpower and other municipal services and resources...to one or more other incorporated municipalities within Jackson County which are adjacent to and share a corporate municipal boundary...upon such terms and conditions as may be mutually agreed upon by the governing authorities of such municipalities...”.; and

**WHEREAS**, the City Council of the City of Pascagoula does hereby find that a Mutual Aid Agreement of the type sought by the City of Gautier, which would not only allow our S.W.A.T. Team to assist their Police Agency in times of need, but would also afford an avenue for the training of Police Officers from the City of Gautier in the use of special weapons and tactics as a means for the City of Gautier to eventually acquire its own team, will be mutually beneficial to the citizens of both communities:

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** The Mutual Aid Agreement as set forth in the document attached hereto and incorporated herein by reference as an exhibit to this resolution is hereby approved in all of its particulars.

**SECTION 2.** The Chief of Police for the City of Pascagoula is authorized and directed to execute the aforesaid document to be effective immediately upon approval by the City Council for the City of Gautier.

**SECTION 3.** All of the statements made in the preambles to this resolution are incorporated by reference into the Mutual Aid Agreement that is attached as an exhibit and the same are found to be true and correct as stated hereinabove.

## MUTUAL AID AGREEMENT

This Mutual Aid Agreement (Agreement) is being entered into by the cities of Pascagoula and Gautier, Mississippi, by and through their respective Police Departments (Pascagoula Agency and Gautier Agency). The parties are authorized to enter into this Agreement pursuant to House Bill 35, which was approved by the Governor of the State of Mississippi on March 27, 2002. That legislation allows municipalities within Jackson County to “provide municipal equipment, manpower, and other municipal services and resources...to one or more other incorporated municipalities within Jackson County which are adjacent to and share a corporate municipal boundary...”.

Based on the foregoing authority the parties now mutually covenant, contract and agree as set forth hereinbelow.

1. The Pascagoula Agency has developed a special weapons and tactics team (S.W.A.T. Team) which has been in effect for approximately one year and consists of eleven highly trained members. The Gautier Agency does not have such a team on its roster at this time.
2. Pascagoula Agency agrees to make available to the Gautier Agency, on a call basis, members of the Pascagoula Agency's S.W.A.T. Team to respond to situations in the City of Gautier for which such officers are specially trained. Such response will be on the basis of equipment and manpower available at the time of the call to make the response. At all times when responding to a call by the Gautier Agency, the Pascagoula Agency S.W.A.T. Team shall remain under and respond to the command structure of the Pascagoula Agency. The Gautier Agency shall exercise no control or authority over the Pascagoula Agency's S.W.A.T. Team when that team is deployed to the City of Gautier.
3. Pascagoula Agency hereby agrees to accept from the Gautier Agency any of its members that it desires to train for the ultimate purpose of forming a S.W.A.T. Team at the Gautier Agency. The parties acknowledge that the

Pascagoula Agency's S.W.A.T. Team holds training sessions in the City of Pascagoula, and elsewhere as needed, on a monthly basis. The Pascagoula Agency shall furnish to the Gautier Agency the dates and times of all such training sessions and will allow the Gautier Agency's designees to attend and participate in such training sessions.

4. Gautier Agency understands and agrees that the responsibility for equipping any of their designees for such training shall be borne by the Gautier Agency. Any equipment or supplies belonging to the Pascagoula Agency's S.W.A.T. Team that may be used by the Gautier Agency's designees for training purposes shall remain the exclusive property of the Pascagoula Agency's S.W.A.T. Team.
5. Gautier Agency also acknowledges and agrees to be fully responsible for its designees during their training with the Pascagoula Agency's S.W.A.T. Team and further acknowledges that the Pascagoula Agency does not accept any responsibility, or liability, whatsoever for any injuries that might be sustained by the Gautier Agency's designees during the training exercises. While the Gautier Agency's designees are in training, they will respond to the designated training officer for the Pascagoula Agency's S.W.A.T. Team.
6. As part of the training process, the Pascagoula Agency will notify the Gautier Agency in the event of a mission for the Pascagoula Agency's S.W.A.T. Team in the City of Pascagoula, or elsewhere, so that the Gautier Agency's designees may participate in the response and thereby gain actual experience in the use of the weapons and tactics used by the Pascagoula Agency's S.W.A.T. Team. In the event that the Gautier Agency elects to deploy its designees on a mission with the Pascagoula Agency's S.W.A.T. Team outside the corporate boundaries of the City of Gautier, then in such event, Gautier Agency acknowledges that their designees shall be responsive to the command structure of the Pascagoula Agency's S.W.A.T. Team.
7. Nothing in this Mutual Aid Agreement shall be construed as an attempt by either Agency to create a Multi-Agency S.W.A.T. Team. The parties agree

that this is a Mutual Aid Agreement only and that they will cooperate to effect its purpose for the benefit of the citizens of Gautier as well as the citizens of Pascagoula. Nothing in this Agreement binds either Agency to provide services upon demand; however, both Agencies shall cooperate with one another to respond to calls for assistance as quickly and efficiently as possible.

8. Gautier Agency acknowledges that there will be significant benefit to be achieved by allowing its designees to train with the Pascagoula Agency's S.W.A.T. Team. The Gautier Agency further acknowledges that there are other avenues for training its designees and that such other training as may be recommended by the Pascagoula Agency's S.W.A.T. Team will be at the expense of the Gautier Agency and at its sole election.
9. Each Agency shall be responsible for any disciplinary measures that might need to be taken against its own officers who are participating in this Mutual Aid Agreement.
10. The participating Agencies recognize that this Mutual Aid Agreement has been sanctioned by their respective City Councils and that the same can be terminated by either Council at its sole discretion. The initial term for this Mutual Aid Agreement shall be one year from the date of approval by the City Council which last approves the Agreement. Thereafter, the Agreement will be renewed annually on its anniversary date unless the same is otherwise terminated by affirmative action taken by either City Council. No modifications of this Agreement shall be allowed unless reduced to writing and approved by the City Councils for each Agency.

WITNESS THE SIGNATURES of the respective Agencies by their duly authorized Chiefs of Police.

CITY OF PASCAGOULA

By: \_\_\_\_\_  
Kenny Johnson

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

CITY OF GAUTIER

By: \_\_\_\_\_  
Dante Elbin

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





## AGENDA ITEM REQUEST FORM

Meeting Date: August 20, 2013

Submitting Department or Individual: Finance

Contact Name: Jeane Bull

Phone: 938-6610

**Agenda Topic:** Claims Docket for August 20, 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*

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ORDER

**WHEREAS**, the attached docket of claims for the period of August 2, 2013, through August 16, 2013 has been presented to the City Council for allowance and approval; and **WHEREAS**, the below claim numbers 07-03-01, 07-19-02, and 07-03 have also been presented to the City Council for allowance and approval:

July 3, 2013

Claim # 07-03-01

010	General Fund	\$ 492,457.78
400	Pascagoula Utilities	22,539.72
480	Solid Waste	<u>555.89</u>
	Total	<u>\$ 515,553.39</u>

July 19, 2013

Claim # 07-19-02

010	General Fund	\$ 486,754.17
400	Pascagoula Utilities	21,881.11
480	Solid Waste Mgmt.	444.71
093	Hurricane Isaac	<u>307.75</u>
	Total	<u>\$ 509,387.74</u>

Miscellaneous Claim

Claim # 07-03

1000	City Share FICA	\$ 49,631.70
1100	City Share Medicare	11,607.32
7000	City Share PERS	<u>126,112.89</u>
	Total	\$ 187,351.91

**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 082013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>A &amp; B DISCOUNT TIRES INC</b>					
68457	FLAT REPAIR/ST-5	01020170 - 552100		13003875	\$52.95
68458	FLAT REPAIR/ST-5	01020170 - 552100		13003875	\$91.00
68459	FLAT REPAIR/ST-43	01020170 - 552100		13003875	\$91.00
68336	TIRE/W-10	40067270 - 552100		13004213	\$313.00
<b>VENDOR TOTAL:</b>					<b>\$547.95</b>
<b>ABSOLUTE PROTECTION INC</b>					
68513	WATER PLANT MONITORING	40067275 - 562880		13000299	\$115.00
<b>VENDOR TOTAL:</b>					<b>\$115.00</b>
<b>ACCURATE CONTROL EQUIPMENT INC</b>					
68665	8/4-11/3/13 MAINTENANCE AGREEM	40065275 - 562095		13004509	\$1,549.11
<b>VENDOR TOTAL:</b>					<b>\$1,549.11</b>
<b>AD2</b>					
68338	CONSTANT CONTACT EMAIL	01007075 - 558500		13000153	\$59.10
<b>VENDOR TOTAL:</b>					<b>\$59.10</b>
<b>DOUGLAS ADAMS</b>					
68512	PER DIEM/SAFETY TRAINING	01010075 - 557000		13004337	\$123.00
<b>VENDOR TOTAL:</b>					<b>\$123.00</b>
<b>THE AMERICAN ACADEMY OF</b>					
68443	COURSE FEE/WARDEN	01013075 - 557700		13004340	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<b>BARCODE DISCOUNT</b>					
68621	BADGE PRINTER/PD	01008070 - 550000		13004314	\$64.28
68621		01008070 - 550100		13004314	\$41.30
68621		01008070 - 550105		13004314	\$240.60
68621		01008080 - 578700		13004314	\$1,375.10
<b>VENDOR TOTAL:</b>					<b>\$1,721.28</b>
<b>BASCOM-TURNER INSTRUMENTS</b>					
68455	OXYGEN DETECTOR/FIRE DEPT	01040275 - 557800		13004089	\$16.95
68455	OXYGEN DETECTOR/FIRE DEPT	10041075 - 568440	21206	13004089	\$1,685.00
<b>VENDOR TOTAL:</b>					<b>\$1,701.95</b>
<b>BAYOU CONCRETE</b>					
68460	CONCRETE-VEGA ST	01020175 - 562415		13003927	\$412.50
68461	CONCRETE-BAYOU AVE	01020175 - 562415		13003927	\$325.00
68462	CONCRETE-BAYOU AVE	01020175 - 562415		13003927	\$436.50
68463	CONCRETE-VEGA ST	01020175 - 562415		13003927	\$427.50

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 082013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
68464	CONCRETE-SHEPARD/PASCAGOULA ST	01020175 - 562415		13003927	\$427.50
68465	CONCRETE-14TH ST	01020175 - 562415		13003927	\$520.00
68466	CONCRETE-VEGA ST	01020175 - 562415		13003927	\$335.00
<b>VENDOR TOTAL:</b>					<b>\$2,884.00</b>
<b>BELL AUTO PARTS</b>					
68340	TIMING COVER/GASKET/PINS	01024070 - 552020		13004266	\$477.65
68468	AUTO SUPPLIES	01020170 - 552020		13003884	\$499.06
68339	BATTERY/FUEL HOSE/BELT	40067375 - 562610		13004082	\$104.85
68467	HOSE/G-30	40067470 - 552020		13003775	\$79.50
<b>VENDOR TOTAL:</b>					<b>\$1,161.06</b>
<b>BILOXI BOUNCE HOUSE</b>					
68342	BOUNCE HOUSE CARNIVAL/SUMMER C	01030175 - 567000		13004173	\$185.00
<b>VENDOR TOTAL:</b>					<b>\$185.00</b>
<b>BOBS GARAGE &amp; BODY SHOP</b>					
68514	AUTO MAINT/#12059	01010075 - 562600		13004372	\$42.00
68515	AUTO MAINT/#12164	01010075 - 562600		13004372	\$77.50
68516	AUTO MAINT/#14526	01010075 - 562600		13004372	\$42.00
68517	AUTO MAINT/#12127	01010075 - 562600		13004372	\$82.80
68518	AUTO MAINT/#14235	01010075 - 562600		13004372	\$411.76
68519	AUTO MAINT/#12519	01010075 - 562600		13004372	\$88.80
68520	AUTO MAINT/#12630	01010075 - 562600		13004257	\$601.19
68521	AUTO MAINT/#14576	01010075 - 562600		13004257	\$47.00
68522	AUTO MAINT/#14528	01010075 - 562600		13004257	\$281.65
68523	AUTO MAINT/#14529	01010075 - 562600		13004257	\$169.40
68524	AUTO MAINT/#12499	01010075 - 562600		13004257	\$50.04
68525	AUTO MAINT/#12486	01010075 - 562600		13004257	\$67.38
68526	AUTO MAINT/#14144	01010075 - 562600		13004257	\$37.00
<b>VENDOR TOTAL:</b>					<b>\$1,998.52</b>
<b>BOY SCOUTS OF AMERICA</b>					
68343	ADVERTISING RESOURCES OF CITY	01000175 - 567000		13004414	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<b>BROWN , MITCHELL &amp; ALEXANDER INC</b>					
68527	BEACHFRONT PROMENADE	10041075 - 568440	10703	13002657	\$24,256.33
<b>VENDOR TOTAL:</b>					<b>\$24,256.33</b>
<b>BSN SPORTS-SPORT SUPPLY GROUP INC</b>					
68344	BASKETBALL GOAL/AJ JOHNSON	01030170 - 552600		13004174	\$519.00
<b>VENDOR TOTAL:</b>					<b>\$519.00</b>
<b>JENNIFER BYRD</b>					

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 082013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
68345	ZUMBA INSTRUCTOR	01030175 - 568950		13004295	\$149.25
<b>VENDOR TOTAL:</b>					<b>\$149.25</b>
<hr/>					
<b>C &amp; C OFFICE SUPPLY CO INC</b>					
68346	OFFICE CHAIR/CITY ATTORNEY	01006070 - 550000		13004280	\$159.99
<b>VENDOR TOTAL:</b>					<b>\$159.99</b>
<hr/>					
<b>CABLE ONE INC</b>					
68347	8/4-9/3/13 INTERNET SVC/SR CTR	01009975 - 556040		13004403	\$105.95
<b>VENDOR TOTAL:</b>					<b>\$105.95</b>
<hr/>					
<b>CAMPER CITY TRUCK ACCESSORIES INC</b>					
68348	LIGHTS/LABOR/TRAILER	01024170 - 552020		13004307	\$249.00
68469	TRAILER HITCH/DOG BOX	01025070 - 553000		13004060	\$835.00
68470	TRAILER HITCH/DOG BOX	01025070 - 553000		13004060	\$55.00
<b>VENDOR TOTAL:</b>					<b>\$1,139.00</b>
<hr/>					
<b>CAN'T MISS EMBROIDERY</b>					
68616	UNIFORM SHIRTS	01010070 - 551500		13004269	\$77.94
<b>VENDOR TOTAL:</b>					<b>\$77.94</b>
<hr/>					
<b>CELLULAR SOUTH</b>					
68528	7/13 WIRELESS CARD SVC FEE	01010575 - 556040		13004353	\$1,904.40
68531	7/13 CELL PHONE SVC	01008075 - 556020		13004426	\$4,157.15
<b>VENDOR TOTAL:</b>					<b>\$6,061.55</b>
<hr/>					
<b>CENTRAL PIPE SUPPLY INC</b>					
68349	CURB STOP/STOCK	40067270 - 552820		13003714	\$3,128.30
68350	CURB STOP/STOCK	40067270 - 552820		13003714	\$799.28
68351	CURB STOP/STOCK	40067270 - 552820		13003714	\$834.64
68352	MALE ADAPTERS/STOCK	40067270 - 552820		13003701	\$821.40
68353	MJ KIT/FOSTER ADAPTER	40067280 - 578300		13004207	\$240.00
68658	FLANGE	40067270 - 552800		13003148	\$50.00
68659	PLASTIC METER BOX W/CI READER	40067270 - 552800		13003148	\$1,550.00
68660	PLASTIC METER BOX W/CI READER	40067270 - 552800		13003148	\$550.00
<b>VENDOR TOTAL:</b>					<b>\$7,973.62</b>
<hr/>					
<b>CHILD CARE FACILITIES LICENSURE</b>					
68613	FINGERPRINTING/PARK & REC (2 E	01030175 - 567000		13004504	\$100.00
<b>VENDOR TOTAL:</b>					<b>\$100.00</b>
<hr/>					
<b>CHRISTIAN PREUS LANDSCAPE ARCHITECTURE</b>					
68530	ENVIRONMENTAL TRAIL CONSULTANT	10041075 - 568440	71307	13004380	\$812.50

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
**WARRANT 082013**

<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$812.50</b>
<b>CITY ELECTRIC SUPPLY CO</b>					
68471	ELECTRICAL SUPPLIES	01030170 - 552200		13003918	\$64.07
68472	ELECTRICAL SUPPLIES	01030170 - 552200		13003918	\$205.20
68473	ELECTRICAL SUPPLIES	01030170 - 552200		13003918	\$11.70
68474	ELECTRICAL SUPPLIES	01030170 - 552200		13003918	\$75.00
68475	ELECTRICAL SUPPLIES	01030170 - 552200		13003918	\$12.12
<b>VENDOR TOTAL:</b>					<b>\$368.09</b>
<b>CITY OF MOSS POINT</b>					
68354	CRIME LAB FEES	01011075 - 568110		13004251	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$150.00</b>
<b>CITY SHOE SHOP INC #1</b>					
68662	UNIFORM SHOES/BOOTS	01010070 - 551500		13003877	\$89.95
68663	UNIFORM SHOES/BOOTS	01010070 - 551500		13003877	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$239.95</b>
<b>COMPTON ENGINEERING PA</b>					
68627	DRAINAGE EASEMENT LOCKSLEY AVE	01020075 - 555700		13004492	\$2,000.00
68355	PROFESSIONAL SVC/LOWRY ISLAND	10041075 - 568440	11009	13004299	\$10,500.00
68611	LIGHTHOUSE CONSTRUCTION PH 3 S	10041075 - 568440	71306	12003661	\$1,566.00
68626	COMMUNY/EMERSON SEWER PROJECT	40067380 - 578400	91101	13004493	\$2,807.50
<b>VENDOR TOTAL:</b>					<b>\$16,873.50</b>
<b>CONSOLIDATED PIPE &amp; SUPPLY CO INC</b>					
68359	DRAIN PIPE/VEGA ST	01020175 - 562400		13004278	\$1,172.00
68356	MJ GATE VALVES/KENNETH ST PROJ	40067280 - 578300		13003863	\$1,410.00
68357	MJ GATE VALVES/KENNETH ST PROJ	40067280 - 578300		13003863	\$1,410.00
68358	C-900 JOINT RESTRAINT	40067280 - 578300		13004267	\$120.00
68360	JUMBO METER BOX/STOCK	40067280 - 578300		13004145	\$192.00
68529	MEGALUG/TAPPING SLEEVES/VALVE	40067280 - 578300		13004386	\$3,106.00
<b>VENDOR TOTAL:</b>					<b>\$7,410.00</b>
<b>CONTROL SYSTEMS INC</b>					
68619	MOTOR STARTER/14TH ST WELL	40067270 - 552810		13002745	\$4,995.00
68634	CONTROL/SCHOOL LIFT STATION	40067370 - 552850		13004237	\$914.79
<b>VENDOR TOTAL:</b>					<b>\$5,909.79</b>
<b>CRIME TARGET SECURITY SYSTEMS</b>					
68361	ANNUAL MONITORING/NATURE CTR	01030175 - 568006		13004401	\$180.00
<b>VENDOR TOTAL:</b>					<b>\$180.00</b>

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<b>CUPIT SIGNS INC</b>					
68362	VEHICLE LOGO/LETTERING	01018080 - 578800		13004195	\$120.00
68363	SIGNS/RECYCLING CENTER	01018080 - 578000		13004152	\$126.99
<b>VENDOR TOTAL:</b>					<b>\$246.99</b>
<b>CUSTOM PRODUCTS CORP</b>					
68532	STREET SIGNS	01011270 - 552400		13003911	\$1,822.79
<b>VENDOR TOTAL:</b>					<b>\$1,822.79</b>
<b>JENNIFER M DEARMAN</b>					
68533	PER DIEM/BROWNFIELDS TRAINING	01040475 - 557000		13004382	\$168.00
<b>VENDOR TOTAL:</b>					<b>\$168.00</b>
<b>DELTA SANITATION LLC</b>					
68364	7/10/13 HAUL CHARGE/4015 14TH	48068575 - 561400		13004411	\$400.00
68365	8/13 FRONT LOAD SVC	48068575 - 561400		13004412	\$1,333.66
68535	7/13 RESIDENTIAL GARBAGE SVC	48068575 - 561100		13004423	\$80,256.85
68535		48068575 - 561400		13004423	\$8,556.00
<b>VENDOR TOTAL:</b>					<b>\$90,546.51</b>
<b>DELTA WORLD TIRE</b>					
68366	TIRES/S-8	40067370 - 552120		13004247	\$275.19
<b>VENDOR TOTAL:</b>					<b>\$275.19</b>
<b>DEPARTMENT OF FINANCE &amp; ADMIN</b>					
68666	07/13 COURT ASSESSMENTS	01000000 - 220300		13004499	\$46,894.64
68666		01000000 - 220301		13004499	\$50.00
68666		01000000 - 220303		13004499	\$196.98
<b>VENDOR TOTAL:</b>					<b>\$47,141.62</b>
<b>DIAMOND HEATING &amp; COOLING SERVICES INC</b>					
68367	A/C REPAIRS/COTTAGE F	01009075 - 562250	80000	13004328	\$176.50
68368	A/C REPAIRS/COTTAGE F	01009075 - 562250	80000	13004328	\$242.36
68370	A/C REPAIRS/COTTAGE N	01009075 - 562250	80000	13004328	\$225.00
68371	A/C REPAIRS/ANCHOR SQUARE	01009075 - 562250	80000	13004328	\$159.00
68372	A/C REPAIRS/ANCHOR SQUARE	01009075 - 562250	80000	13004328	\$203.00
68373	7/13 MAINTENANCE AGREEMENT	01009075 - 562200		13000388	\$6,748.75
<b>VENDOR TOTAL:</b>					<b>\$7,754.61</b>
<b>DISPLAY2GO</b>					
68664	DISPLAYS FOR VISITOR CENTER	01040270 - 550000		13004274	\$375.28
<b>VENDOR TOTAL:</b>					<b>\$375.28</b>
<b>DOORS &amp; MORE LLC</b>					

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68374	ANNUAL MAINTENANCE GARAGE DOOR	01016775 - 562900		13004108	\$660.00
<b>VENDOR TOTAL:</b>					<b>\$660.00</b>
<b>DOWNTOWN DECORATIONS</b>					
68534	METAL STRAPPING/HANGING BASKET	01040470 - 551180		13004272	\$130.00
<b>VENDOR TOTAL:</b>					<b>\$130.00</b>
<b>DPS CRIME LAB</b>					
68667	07/13 PUB SAFETY COURT ASMT	01000000 - 220302		13004497	\$3,313.75
<b>VENDOR TOTAL:</b>					<b>\$3,313.75</b>
<b>E FIRE HOME SECURITY</b>					
68375	ANNUAL FIRE PUMP/SPRINKLER INS	01030075 - 562900		13004296	\$600.00
<b>VENDOR TOTAL:</b>					<b>\$600.00</b>
<b>EAST BEACH SPECIALTIES INC</b>					
68376	UNIFORM SHIRTS	40067170 - 551500		13003852	\$435.00
<b>VENDOR TOTAL:</b>					<b>\$435.00</b>
<b>ECO-SYSTEMS, INC</b>					
68622	6/29-7/26/13 PROFESSIONAL SERV	01019075 - 555900		13004264	\$1,682.36
<b>VENDOR TOTAL:</b>					<b>\$1,682.36</b>
<b>EQUIPMENT CONTROLS COMPANY INC</b>					
68377	REGULATORS/EASTLAWN PROJECT	40067480 - 578500		13003807	\$3,972.00
<b>VENDOR TOTAL:</b>					<b>\$3,972.00</b>
<b>ESTABROOK MOTOR CO INC</b>					
68476	FAN ASSEMBLY/SHROUD/S-12	40067375 - 562600		13003683	\$232.26
<b>VENDOR TOTAL:</b>					<b>\$232.26</b>
<b>EXPRESS EMPLOYMENT PROFESSIONALS</b>					
68536	TEMP/J GODWIN	01007065 - 540000		13004420	\$578.00
68537	TEMP/J GODWIN	01007065 - 540000		13004420	\$578.00
68538	TEMP/J GODWIN	01007065 - 540000		13004420	\$578.00
<b>VENDOR TOTAL:</b>					<b>\$1,734.00</b>
<b>FAIRFIELD INN &amp; SUITES ATLANTA DOWNTOWN</b>					
68540	LODGING/J DEARMAN	01040475 - 557000		13004384	\$276.08
68541	LODGING/A RALEY	01040475 - 557000		13004384	\$276.08
<b>VENDOR TOTAL:</b>					<b>\$552.16</b>
<b>FARMERS SUPPLY INC</b>					
68378	REPAIR GATOR	01030175 - 562610		13004326	\$94.07

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<b>VENDOR TOTAL:</b>					<b>\$94.07</b>
<b>FEDERAL EXPRESS CORP</b>					
68379	SHIPPING FEE	01010070 - 551900		13004253	\$42.52
68539	SHIPPING/C COLLINS	01006075 - 555400		13004452	\$23.66
68545	SHIPPING/J T MATTHEWS	01010070 - 551900		13004355	\$72.62
<b>VENDOR TOTAL:</b>					<b>\$138.80</b>
<b>FINE PAPER INC</b>					
68542	BILLING PAPER	40065275 - 559000		13004246	\$234.85
<b>VENDOR TOTAL:</b>					<b>\$234.85</b>
<b>FORD MOTOR CREDIT CO.-MUNICIPAL</b>					
68544	2013 F150 SSV - LEASE PAYMENT	01011085 - 580836		13000672	\$633.94
<b>VENDOR TOTAL:</b>					<b>\$633.94</b>
<b>FUELMAN OF MS</b>					
68380	7/29-8/4/13 FUEL USAGE	01010070 - 551300		13004358	\$4,698.58
68380		01016070 - 551300		13004358	\$145.41
68380		01016170 - 551300		13004358	\$381.40
68380		01018070 - 551300		13004358	\$200.01
68380		01020170 - 551300		13004358	\$1,767.55
68380		01024070 - 551300		13004358	\$87.67
68380		01024170 - 551300		13004358	\$357.55
68380		01025070 - 551300		13004358	\$132.49
68380		01030070 - 551300		13004358	\$45.05
68380		01030170 - 551300		13004358	\$335.67
68546	8/5-11/13 FUEL USAGE	01010070 - 551300		13004460	\$4,685.76
68546		01016070 - 551300		13004460	\$132.22
68546		01016170 - 551300		13004460	\$350.05
68546		01018070 - 551300		13004460	\$61.65
68546		01020170 - 551300		13004460	\$1,644.97
68546		01024070 - 551300		13004460	\$159.03
68546		01024170 - 551300		13004460	\$433.52
68546		01025070 - 551300		13004460	\$77.96
68546		01030170 - 551300		13004460	\$559.21
68380	7/29-8/4/13 FUEL USAGE	40065070 - 551300		13004358	\$86.55
68380		40067170 - 551300		13004358	\$182.29
68380		40067270 - 551300		13004358	\$716.82
68380		40067370 - 551300		13004358	\$409.16
68380		40067470 - 551300		13004358	\$735.65
68546	8/5-11/13 FUEL USAGE	40067170 - 551300		13004460	\$131.26
68546		40067270 - 551300		13004460	\$841.52
68546		40067370 - 551300		13004460	\$595.32
68546		40067470 - 551300		13004460	\$620.20

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<b>VENDOR TOTAL:</b>					<b>\$20,574.52</b>
<b>GEORGES AUTO SERVICE INC</b>					
68510	INSPECTION STICKERS	40067375 - 562600		13003603	\$20.00
<b>VENDOR TOTAL:</b>					<b>\$20.00</b>
<b>JIMMY G GOURAS</b>					
68382	ADMIN SVC/LOWERY ISLAND	10041075 - 568440	11009	13004303	\$24,625.00
<b>VENDOR TOTAL:</b>					<b>\$24,625.00</b>
<b>GULF COAST EXPLOREUM MUSEUM</b>					
68477	TRIP TO EXPLOREUM/SUMMER CAMP	01030175 - 567000		13004074	\$710.00
<b>VENDOR TOTAL:</b>					<b>\$710.00</b>
<b>GULF COAST FENCE CO</b>					
68478	12TH ST GATE	01030170 - 552600		13004037	\$87.30
<b>VENDOR TOTAL:</b>					<b>\$87.30</b>
<b>GULF COAST HUMAN RESOURCES ASSOCIATION</b>					
68547	HUMAN RESOURCES SYMPOSIUM/R	MO01007075 - 557600		13004466	\$60.00
68548	HUMAN RESOURCES SYMPOSIUM/V	MO01007075 - 557600		13004467	\$60.00
<b>VENDOR TOTAL:</b>					<b>\$120.00</b>
<b>GULF SALES &amp; SUPPLY INC</b>					
68648	CONSTRUCTION MATERIALS	01020170 - 552500		13003886	\$99.75
68649	WATER STOP	01020170 - 552500		13003886	\$36.00
68650	HYDRAULIC HOSE ASSY	01020170 - 552500		13003886	\$44.67
68651	SLING NYLON	01020170 - 552500		13003886	\$120.00
68652	HANDLES	01020170 - 552500		13003886	\$54.97
68653	WHEEL MARKING SYSTEM	01020170 - 552500		13003886	\$21.99
68654	CONSTRUCTION MATERIALS	01020170 - 552500		13003886	\$46.48
68655	CONSTRUCTION MATERIALS	01020170 - 552500		13003886	\$96.25
68656	CONSTRUCTION MATERIALS	01020170 - 552500		13003886	\$186.75
68657	WHEEL MARKING SYSTEM	01020170 - 552500		13003886	\$21.99
68456	UPPER JAW/COMPRESSOR HOSE	40067470 - 552020		13002362	\$70.00
68456		40067475 - 562600		13002362	\$79.70
68479	DRILL BIT SET/W-17	40067270 - 553000		13004102	\$20.70
<b>VENDOR TOTAL:</b>					<b>\$899.25</b>
<b>TRACY K HARPSTER</b>					
68549	COURSE FEE/IS THE CALLER THE K	01013075 - 567000		13004374	\$1,050.00
68697	INSTRUCTOR FEES/"IS THE CALLER	01013075 - 567000		13004528	\$7,430.00
<b>VENDOR TOTAL:</b>					<b>\$8,480.00</b>

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<b>HAYGOODS INDUSTRIAL ENGRAVERS</b>					
68383	NAME PLATE/V MOORE	01007070 - 550000		13004010	\$38.00
68384	TROPHIES/SUMMER CAMP	01030175 - 567000		13004291	\$182.50
68385	SOCCER SHIRTS(42)	01030170 - 553100		13003963	\$336.00
<b>VENDOR TOTAL:</b>					<b>\$556.50</b>
<b>HORSESHOE CASINO &amp; HOTEL</b>					
68632	LODGING/MCCARTY/CARVER	01010575 - 557000		13004478	\$165.00
<b>VENDOR TOTAL:</b>					<b>\$165.00</b>
<b>HOTARD COACHES</b>					
68386	MP/SUMMER CAMP	01030175 - 567000		13002965	\$1,182.00
68387	WATERVILLE USA/SUMMER CAMP	01030175 - 567000		13002965	\$2,987.07
68388	GULF COAST EXPLOREUM/SUMMER CA	01030175 - 567000		13002965	\$1,403.84
<b>VENDOR TOTAL:</b>					<b>\$5,572.91</b>
<b>JACKSON CO ADULT DETENTION CENTER</b>					
68552	7/13 PRISONER MEALS	01011570 - 551700		13004354	\$2,472.60
<b>VENDOR TOTAL:</b>					<b>\$2,472.60</b>
<b>JACKSON MARRIOTT DOWNTOWN</b>					
68551	LODGING/J WARDEN	01010075 - 557000		13004342	\$85.00
<b>VENDOR TOTAL:</b>					<b>\$85.00</b>
<b>JERRYS AUTO ELECTRIC</b>					
68389	REPAIR/PR-33	01030175 - 562600		13004240	\$229.00
<b>VENDOR TOTAL:</b>					<b>\$229.00</b>
<b>JOE MARTIN, JR CIRCUIT CLERK</b>					
68550	CANCELLATION OF JUDGMENT	01006075 - 555400		13004451	\$1.00
<b>VENDOR TOTAL:</b>					<b>\$1.00</b>
<b>KENNETH JOHNSON</b>					
68624	PER DIEM/NENA CONFERENCE	01011275 - 557000		13004485	\$184.00
<b>VENDOR TOTAL:</b>					<b>\$184.00</b>
<b>KLJ CONSULTING LLC</b>					
68555	CDBG CONSULTANT	10041075 - 568440	71304	13004381	\$1,100.00
<b>VENDOR TOTAL:</b>					<b>\$1,100.00</b>
<b>KONE INC</b>					
68617	7/13 ELEVATOR SERVICE FEE	01010575 - 563050		13004470	\$125.00
<b>VENDOR TOTAL:</b>					<b>\$125.00</b>

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<b>ALICE LACHAUSSEE</b>					
68557	POTTERY CLASS INSTRUCTOR	01040475 - 568955		13004465	\$360.00
<b>VENDOR TOTAL:</b>					<b>\$360.00</b>
<hr/>					
<b>LEADSONLINE</b>					
68558	LEADSONLINE RENEWAL	01010075 - 562610		13004368	\$3,468.00
<b>VENDOR TOTAL:</b>					<b>\$3,468.00</b>
<hr/>					
<b>LEWIS PRINTING</b>					
68390	MOTOR VEHICLE TOW REPORTS	01010075 - 559000		13004252	\$444.42
<b>VENDOR TOTAL:</b>					<b>\$444.42</b>
<hr/>					
<b>LOCKARD &amp; WILLIAMS INSUR SERV PA</b>					
68630	FSA MONTHLY ADMIN FEE	50050075 - 568011			\$14.60
68631	7/30-8/13/13 CLAIMS RUN	50050075 - 568010			\$44,953.81
<b>VENDOR TOTAL:</b>					<b>\$44,968.41</b>
<hr/>					
<b>LOWES HOME CENTERS INC</b>					
68480	MISC REPAIR SUPPLIES/ANCHOR SQ	01040470 - 552200	80000	13003032	\$22.79
68481	MISC REPAIR SUPPLIES/ANCHOR SQ	01040470 - 552200	80000	13003032	\$56.90
68484	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$4.68
68485	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$18.48
68486	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$29.59
68487	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$27.00
68488	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$30.68
68489	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$82.47
68490	FIELD/COURT SUPPLIES	01030170 - 552600		13003916	\$43.85
68491	BUILDING MATERIALS	01030170 - 552200		13003917	\$7.84
68492	BUILDING MATERIALS	01030170 - 552200		13003917	\$47.04
68493	BUILDING MATERIALS	01030170 - 552200		13003917	\$53.20
68494	BUILDING MATERIALS	01030170 - 552200		13003917	\$7.52
68495	BUILDING MATERIALS	01030170 - 552200		13003917	\$26.55
68496	BUILDING MATERIALS	01030170 - 552200		13003917	\$7.57
68497	BUILDING MATERIALS	01030170 - 552200		13003917	\$8.04
68498	BUILDING MATERIALS	01030170 - 552200		13003917	\$22.53
68499	BUILDING MATERIALS	01030170 - 552200		13003917	\$10.24
68500	BUILDING MATERIALS	01030170 - 552200		13003917	\$4.29
68501	BUILDING MATERIALS	01030170 - 552200		13003917	\$83.01
68502	BUILDING MATERIALS	01030170 - 552200		13003917	\$26.58
68503	BUILDING MATERIALS	01030170 - 552200		13003917	\$4.73
68504	BUILDING MATERIALS	01030170 - 552200		13003917	\$13.28
68505	GUTTERS/NATURE CENTER	01030170 - 552200		13004171	\$10.77
68506	GUTTERS/NATURE CENTER	01030170 - 552200		13004171	\$59.03
68507	MISC SUPPLIES/NATURE CENTER	01030170 - 552200		13004171	\$56.81
68508	MISC SUPPLIES/NATURE CENTER	01030170 - 552200		13004171	\$311.24

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68511	TOOLS/MAINTENANCE DEPT	01030170 - 553000		13004097	\$792.17
68565	TRAILER BED REPLACEMENT	01030175 - 562610		13004422	\$208.67
68635	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$22.25
68636	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$41.28
68637	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$122.76
68638	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$97.08
68639	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$64.64
68640	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$15.17
68641	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$44.08
68642	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$28.94
68643	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$10.38
68644	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$19.66
68645	CONSTRUCTION MATERIALS	01020170 - 552500		13003888	\$28.82
68646	BATHROOM REPAIR/BAYOU CASSOTTE	40067270 - 551900		13004238	\$30.91
68647	BATHROOM REPAIR/BAYOU CASSOTTE	40067270 - 551900		13004238	\$98.49
<b>VENDOR TOTAL:</b>					<b>\$2,702.01</b>
<hr/>					
<b>M &amp; E FEED &amp; SEED</b>					
68285	GRASS SEED/GAS DEPT	40067480 - 578500		13004276	\$275.00
<b>VENDOR TOTAL:</b>					<b>\$275.00</b>
<hr/>					
<b>M J TOMPKINS CONSTRUCTION INC</b>					
68556	DEPOT REPAIRS/ISAAC	09356575 - 562900	50612	13004379	\$4,424.19
<b>VENDOR TOTAL:</b>					<b>\$4,424.19</b>
<hr/>					
<b>M T DEASON COMPANY INC</b>					
68410	EXCESS FLOW VALVE/GAS DEPT	40067470 - 552840		13004100	\$1,427.64
68410		40067480 - 578500		13004100	\$1,683.30
<b>VENDOR TOTAL:</b>					<b>\$3,110.94</b>
<hr/>					
<b>MACLAND ASH DISPOSAL INC</b>					
68598	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$228.75
68599	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$68.75
68600	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$29.00
68601	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$45.25
68602	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$31.00
68603	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$277.25
68604	07/13 WASTE DISPOSAL	48068575 - 561150		13004244	\$15.00
<b>VENDOR TOTAL:</b>					<b>\$695.00</b>
<hr/>					
<b>MALLETTE BROTHERS CONSTRUCTION INC</b>					
68404	07/13 ASPHALT	01020175 - 562420		13003922	\$2,310.75
<b>VENDOR TOTAL:</b>					<b>\$2,310.75</b>
<hr/>					
<b>MASUNE FIRST AID &amp; SAFETY INC</b>					

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68597	FIRST AID SUPPLIES/REC	01030170 - 551900		13003919	\$71.85
<b>VENDOR TOTAL:</b>					<b>\$71.85</b>
<b>MATTHEW BENDER &amp; COMPANY INC</b>					
68553	ZONING LAW & PRACTICE UPDATES	01006070 - 550200		13004456	\$419.01
68554	07/13 LEXIS NEXIS-LEGAL RSCH	01006070 - 550200		13004455	\$475.00
<b>VENDOR TOTAL:</b>					<b>\$894.01</b>
<b>AMEE E MCCLENDON</b>					
68559	KANVAS & KOOL AID INSTRUCTOR	01040475 - 568955		13004468	\$168.75
<b>VENDOR TOTAL:</b>					<b>\$168.75</b>
<b>MCCOY'S RIVER AND MARSH TOURS</b>					
68405	FIELD TRIP/SUMMER CAMP	01030170 - 551900		13004158	\$220.00
<b>VENDOR TOTAL:</b>					<b>\$220.00</b>
<b>MCCRORY CONTROLS INC</b>					
68287	CRISWELL WATER PLANT REPAIRS	40067270 - 552820		13004402	\$372.50
<b>VENDOR TOTAL:</b>					<b>\$372.50</b>
<b>BEN MEADOWS</b>					
68406	ENGINEERING SUPPLIES/CODE ENF	01018070 - 553500		13004222	\$681.20
<b>VENDOR TOTAL:</b>					<b>\$681.20</b>
<b>MEDICAL ARTS PHARMACY</b>					
68407	MEDICATION FOR PRISONERS	01011570 - 550120		13003880	\$9.59
68408	MEDICATION FOR PRISONERS	01011570 - 550120		13003880	\$17.59
<b>VENDOR TOTAL:</b>					<b>\$27.18</b>
<b>JEREMY MILLER</b>					
68671	PER DIEM/FORENSIC ACADEMY	04014875 - 567000		13004516	\$2,870.00
<b>VENDOR TOTAL:</b>					<b>\$2,870.00</b>
<b>MILLER, BALIS &amp; O'NEIL, PC</b>					
68288	05/01-05/31 GAS SYSTEM	40067475 - 555900		13004390	\$531.41
<b>VENDOR TOTAL:</b>					<b>\$531.41</b>
<b>TABBITHA S MOSELY</b>					
68289	LINE DANCING INSTRUCTOR/REC	01030175 - 568950		13004297	\$30.00
<b>VENDOR TOTAL:</b>					<b>\$30.00</b>
<b>MS DEPT OF INFORMATION TECHNOLOGY SVC</b>					
68291	07/13 ETHERNET CIRCUIT	01009975 - 556040		13004366	\$1,685.59
68409	07/13 NCIC SERVICE/FEES	01010575 - 563050		13004344	\$224.00

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<b>VENDOR TOTAL:</b>					<b>\$1,909.59</b>
<b>MS GULF COAST COMMUNITY COLLEGE</b>					
68292	07/10 FIELD TRIP/SUMMER CAMP	01030175 - 567000		13003980	\$300.00
68293	07/31 FIELD TRIP/REC	01030170 - 551900		13004156	\$300.00
68294	EMT BASIC/WOODS	01016075 - 557900		13004140	\$1,694.00
<b>VENDOR TOTAL:</b>					<b>\$2,294.00</b>
<b>MS GULF COAST REGIONAL WASTEWATER</b>					
68295	08/13 WASTEWATER SERVICES	40067375 - 561500		13000432	\$158,449.00
<b>VENDOR TOTAL:</b>					<b>\$158,449.00</b>
<b>MS POWER COMPANY</b>					
68594	07/13 RECREATION POWER BILLS	01030175 - 561000		13004447	\$9,720.91
68595	07/13 GENERAL FUND/POWER BILLS	01009975 - 561000		13004445	\$40,781.33
68596	07/13 ANCHOR SQUARE/POWER BILL	01009975 - 561000	80000	13004445	\$289.11
68593	07/13 WATER/SEWER/GAS POWER BI	40065575 - 561000		13004446	\$32,241.39
<b>VENDOR TOTAL:</b>					<b>\$83,032.74</b>
<b>MS STATE UNIVERSITY</b>					
68668	911 TRAINING/MCCARTY	01013075 - 557100		13004359	\$395.00
68669	911 TRAINING/CARVER	01013075 - 557100		13004359	\$395.00
<b>VENDOR TOTAL:</b>					<b>\$790.00</b>
<b>MS UTILITY SUPPLY</b>					
68629	10X6 WYE/PINE ST PROJ	40067380 - 578400		13003135	\$499.90
<b>VENDOR TOTAL:</b>					<b>\$499.90</b>
<b>MUNICIPAL GAS AUTHORITY OF MS</b>					
68296	06/13 NATURAL GAS SERVICE	40067475 - 574000		13004306	\$138,049.15
<b>VENDOR TOTAL:</b>					<b>\$138,049.15</b>
<b>NEWELL WHOLESALE PAPER CO</b>					
68411	LASER GLOSS PAPER/MIS	01008070 - 550000		13003590	\$37.38
<b>VENDOR TOTAL:</b>					<b>\$37.38</b>
<b>NOTARY PUBLIC UNDERWRITERS INC</b>					
68672	BOND RENEWAL/GERMANY	01007070 - 551000		13004507	\$75.00
<b>VENDOR TOTAL:</b>					<b>\$75.00</b>
<b>OCEAN SPRINGS LUMBER CO</b>					
68673	ROOF SUPPLIES/CODE ENF	01024070 - 552200		13004293	\$486.30
<b>VENDOR TOTAL:</b>					<b>\$486.30</b>

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<b>OFFICE DEPOT INC</b>					
68297	OFFICE SUPPLIES/VARIOUS DEPTS	01002070 - 550000		13004277	\$92.41
68297		01005570 - 551900		13004277	\$4.12
68297		01040270 - 550000		13004277	\$2.49
68297		01040270 - 551900		13004277	\$4.12
68298	SHREDDER WASTEBAGS/CITY HALL	01008070 - 550000		13004193	\$43.51
68299	STAPLER/PURCHASING	01005570 - 550000		13004193	\$13.73
68300	OFFICE SUPPLIES/REC	01030170 - 550000		13002926	\$45.33
68301	OFFICE SUPPLIES/REC	01030170 - 550000		13002926	\$21.00
68302	OFFICE SUPPLIES/VARIOUS DEPTS	01005570 - 550000		13004111	\$47.02
68302		01007070 - 550000		13004111	\$49.99
68412	ELECTION SUPPLIES/CITY HALL	01004075 - 568880		13002884	\$38.52
68413	ELECTION SUPPLIES/CITY HALL	01004075 - 568880		13002884	\$14.98
68605	OFFICE SUPPLIES/CIVIL SERVICE	01005570 - 550000		13004123	\$18.92
68605		01007070 - 550000		13004123	\$67.72
68414	OFFICE CHAIR/PUB WORKS	40065070 - 550000		13004198	\$134.98
68605	OFFICE SUPPLIES/CIVIL SERVICE	40065270 - 550000		13004123	\$18.92
<b>VENDOR TOTAL:</b>					<b>\$617.76</b>
<hr/>					
<b>OL' MAGNOLIA PEST CONTROL</b>					
68303	08/13 PEST CONTROL	01009075 - 562110		13002031	\$187.50
<b>VENDOR TOTAL:</b>					<b>\$187.50</b>
<hr/>					
<b>O'REILLY AUTO PARTS</b>					
68305	HORN RELAY SWITCH/REC	01024175 - 562600		13004168	\$17.77
68306	FAN WRENCH/SHOP	01020170 - 553000		13004233	\$234.98
68307	ABSORBENT/SHOP	01024070 - 551900		13004217	\$52.90
68674	OIL/FILTER-WATER TRUCK	01024175 - 562600		13004363	\$27.64
68304	SEALED BEAM/W-17	40067275 - 562600		13004312	\$16.28
<b>VENDOR TOTAL:</b>					<b>\$349.57</b>
<hr/>					
<b>ORIENTAL TRADING COMPANY</b>					
68308	SUPPLIES/SUMMERCAMP	01030175 - 567000		13004075	\$118.97
<b>VENDOR TOTAL:</b>					<b>\$118.97</b>
<hr/>					
<b>OSWALD AND REED</b>					
68560	05/13-07/13 COP VS MCCOOL	09556875 - 562900	50622	13004477	\$1,218.66
<b>VENDOR TOTAL:</b>					<b>\$1,218.66</b>
<hr/>					
<b>PASCAGOULA QUARTERBACK CLUB</b>					
68284	ADVERTISING RESOURCES OF CITY	01000175 - 567000		13004409	\$250.00
<b>VENDOR TOTAL:</b>					<b>\$250.00</b>
<hr/>					
<b>PASCAGOULA SHEET METAL WORKS INC</b>					
68675	B BALL GOAL PARTS/REC	01030170 - 552600		13004320	\$90.45

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<b>VENDOR TOTAL:</b>					<b>\$90.45</b>
<b>PASCAGOULA TIRE AND SERVICE INC</b>					
68415	TIRES/UNIT-12743	01010070 - 552100		13004362	\$494.12
68416	TIRES/UNIT-12516	01010070 - 552100		13004362	\$494.12
68417	TIRE/UNIT-14141	01010070 - 552100		13004362	\$123.53
68418	TIRE/UNIT-14235	01010070 - 552100		13004362	\$123.53
68419	06/13-07/13 FLAT REPAIRS/POLIC	01010070 - 552100		13004341	\$272.79
68676	TIRES/UNIT-14238	01010070 - 552100		13004481	\$494.12
<b>VENDOR TOTAL:</b>					<b>\$2,002.21</b>
<b>PATRIOT DIAMOND INC</b>					
68313	CONCRETE/ASPHALT BLADES:GAS	40067470 - 552840		13004146	\$1,400.00
<b>VENDOR TOTAL:</b>					<b>\$1,400.00</b>
<b>PERKINS TIRE &amp; POLARIS</b>					
68309	TRAILER TIRES/REC	01030175 - 562610		13004333	\$259.70
<b>VENDOR TOTAL:</b>					<b>\$259.70</b>
<b>PETTY CASH/ACCOUNTING</b>					
68568	7/19-8/13/13 PETTY CASH REIMBU	01004075 - 562600		13004472	\$17.00
68568		01016170 - 550000		13004472	\$13.99
68568		01016170 - 551900		13004472	\$29.48
68568		01016570 - 552020		13004472	\$25.00
68568		01016770 - 552200		13004472	\$25.63
68568		01024070 - 552200		13004472	\$14.50
68568		01030075 - 567000		13004472	\$17.12
68568		01030170 - 551900		13004472	\$57.76
68568		01030170 - 552220		13004472	\$37.00
68568		01040475 - 567100		13004472	\$7.90
68568	7/19-8/13/13 PETTY CASH REIMBU	40067070 - 552200		13004472	\$3.70
<b>VENDOR TOTAL:</b>					<b>\$249.08</b>
<b>PETTY CASH/RECREATION</b>					
68318	06/20-07/30 REIMBURSEMENT	01030170 - 551900			\$4.95
68318		01030170 - 551900			\$62.97
68318		01030175 - 562600			\$10.88
68318		01030175 - 567000			\$14.98
<b>VENDOR TOTAL:</b>					<b>\$93.78</b>
<b>PORT CITY TRACTOR INC</b>					
68420	BRAKE PARTS/ST-35	01020175 - 562610		13003336	\$2,487.22
<b>VENDOR TOTAL:</b>					<b>\$2,487.22</b>
<b>POWELL CONSTRUCTION SERVICE INC</b>					

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68314	WIRELESS DETECTION/MARKET ST	01024070 - 552450		13003129	\$17,575.00
<b>VENDOR TOTAL:</b>					<b>\$17,575.00</b>
<b>PRECISION DELTA CORP</b>					
68677	AMMUNITION	01010070 - 551600		13004471	\$3,220.00
<b>VENDOR TOTAL:</b>					<b>\$3,220.00</b>
<b>PTS SOLUTIONS INC</b>					
68315	04/01-06/30 SOFTWARE COURT	01008075 - 562010		13003651	\$1,920.00
68421	04/01-06/30 SOFTWARE/POLICE	01010075 - 562610		13004375	\$5,199.24
<b>VENDOR TOTAL:</b>					<b>\$7,119.24</b>
<b>PUBLIC RELATIONS COUNCIL OF ALABAMA-MONT</b>					
68310	PRCA SEMINAR/WOOD	01007075 - 557600		13004383	\$90.00
<b>VENDOR TOTAL:</b>					<b>\$90.00</b>
<b>PUCKETT MACHINERY COMPANY</b>					
68316	NUTS/BOLTS/EDGE:STREET	01020175 - 562610		13004022	\$325.96
68311	MAINTENANCE/W-22 BACKHOE	40067275 - 562610		13004392	\$843.75
<b>VENDOR TOTAL:</b>					<b>\$1,169.71</b>
<b>RAINBOW SKATING CENTER</b>					
68317	FIELD TRIP/SUMMER CAMP	01030175 - 567000		13004172	\$400.00
<b>VENDOR TOTAL:</b>					<b>\$400.00</b>
<b>RAM TOOLS &amp; SUPPLY COMPANY</b>					
68312	SNAPTIES CONES/STREET DEPT	01020170 - 552500		13004203	\$129.62
<b>VENDOR TOTAL:</b>					<b>\$129.62</b>
<b>S &amp; S WORLDWIDE INC</b>					
68319	ICE PACKS/REC	01030175 - 567000		13003981	\$105.54
<b>VENDOR TOTAL:</b>					<b>\$105.54</b>
<b>SAFETY SYSTEMS OF BILOXI INC</b>					
68320	RECHARGE EXTINGUISHER/FIRE	01016170 - 550120		13004301	\$40.00
<b>VENDOR TOTAL:</b>					<b>\$40.00</b>
<b>SAINT VINCENT DE PAUL SOCIETY</b>					
68321	06/13 PROJECT COPE	40000000 - 220515		13004245	\$392.19
<b>VENDOR TOTAL:</b>					<b>\$392.19</b>
<b>SAM'S CLUB</b>					
68606	GROC/SR CENTER	01030075 - 567000		13004047	\$39.08
68607	GROC/SR CENTER	01030075 - 567000		13004047	\$408.15

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<b>VENDOR TOTAL:</b>					<b>\$447.23</b>
<b>SANSOM EQUIPMENT CO INC</b>					
68422	NOZZLES/SEWER MACHINE	40067370 - 552860		13003991	\$630.63
<b>VENDOR TOTAL:</b>					<b>\$630.63</b>
<b>SANTEC CONSULTING SERVICES, INC</b>					
68562	QUIET ZONE STUDY	01009975 - 555900		13004512	\$1,200.00
<b>VENDOR TOTAL:</b>					<b>\$1,200.00</b>
<b>SHERWIN WILLIAMS COMPANY</b>					
68322	PAINT/REC	01030170 - 552200		13004201	\$137.75
<b>VENDOR TOTAL:</b>					<b>\$137.75</b>
<b>SHRED IT</b>					
68678	DOCUMENT SHREDDING	01010575 - 563050		13004476	\$100.35
<b>VENDOR TOTAL:</b>					<b>\$100.35</b>
<b>SINGING RIVER HEALTH SYSTEM</b>					
68679	NEW HIRE PHYSICALS/DRUG SCREEN	01007075 - 555500		13004502	\$235.00
68679		01007075 - 555510		13004502	\$20.00
68680	NEW HIRE PHYSICAL/DRUG SCREEN	01007075 - 555510		13004502	\$35.00
68681	NEW HIRE PHYSICAL/DRUG SCREEN	01007075 - 555510		13004502	\$110.00
<b>VENDOR TOTAL:</b>					<b>\$400.00</b>
<b>ALETA RALEY</b>					
68561	PER DIEM/BROWNFIELD TRAINING	01040475 - 557000		13004377	\$168.00
<b>VENDOR TOTAL:</b>					<b>\$168.00</b>
<b>SORG PRINTING</b>					
68563	NEWSLETTERS/REC	01030175 - 559000		13004424	\$266.00
<b>VENDOR TOTAL:</b>					<b>\$266.00</b>
<b>SOUTHERN ATHLETIC FIELDS INC</b>					
68323	FIELD DRY/CONDITIONER:REC	01030170 - 552600		13003574	\$660.00
<b>VENDOR TOTAL:</b>					<b>\$660.00</b>
<b>SOUTHERN BARKS INC</b>					
68324	PINE BARK/BEAUTIFICATION	01024165 - 568490	21303	13004125	\$1,500.00
68324		01024170 - 552300		13004125	\$40.00
<b>VENDOR TOTAL:</b>					<b>\$1,540.00</b>
<b>SOUTHERN COMPUTER WAREHOUSE INC</b>					
68326	ESATA PLATE/MIS	01008070 - 550100		13003540	\$6.93

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68682	HP ELITE/MIS	01008080 - 578700		13004309	\$2,954.64
68683	HP MONITOR/MIS	01008070 - 550100		13004309	\$1,186.00
68684	PRIVACY FILTER/MIS	01008070 - 550100		13004309	\$97.13
68685	TARGUS CITY GEAR/MIS	01008070 - 550100		13004309	\$75.13
<b>VENDOR TOTAL:</b>					<b>\$4,319.83</b>
<hr/>					
<b>SOUTHERN FINANCIAL SYSTEMS INC</b>					
68325	07/01-07/15 COURT FINE COLLECT	01000030 - 432800		13004196	\$367.50
68423	06/01-07/05 UTILITY COLLECTION	40000050 - 434400		13004021	\$212.16
68686	07/01-08/05 UTILITY COLLECTION	40000050 - 434400		13004510	\$378.00
<b>VENDOR TOTAL:</b>					<b>\$957.66</b>
<hr/>					
<b>SOUTHERN PIPE &amp; SUPPLY CO INC</b>					
68328	PLUMBING SUPPLIES/FIRE	01016770 - 552900		13004139	\$82.10
68427	PLUMBING SUPPLIES/REC	01030170 - 552200		13004081	\$4.51
68428	PLUMBING SUPPLIES/REC	01030170 - 552200		13004081	\$20.73
68429	PLUMBING SUPPLIES/REC	01030170 - 552200		13004081	\$74.23
68430	PLUMBING SUPPLIES/REC	01030170 - 552200		13004081	\$72.32
68327	ELL/COUPLING/BEND:SEWER	40067370 - 552850		13004199	\$234.83
68424	TUBING CUTTER/WATER DEPT	40067270 - 553000		13004212	\$128.88
68425	PVC PIPE/WATER DEPT	40067280 - 578300		13004144	\$108.00
<b>VENDOR TOTAL:</b>					<b>\$725.60</b>
<hr/>					
<b>SOUTHERN RUBBER &amp; SPECIALTIES INC</b>					
68431	RUBBER GASKETS/WATER DEPT	40067270 - 552810		13004236	\$68.50
<b>VENDOR TOTAL:</b>					<b>\$68.50</b>
<hr/>					
<b>THE SPECTRUM GROUP INC</b>					
68432	SUB CABLE/COMMUNY WELL	40067270 - 552810		13004241	\$195.00
<b>VENDOR TOTAL:</b>					<b>\$195.00</b>
<hr/>					
<b>SPORTS CONDUCTOR, LLC</b>					
68564	ON LINE REGIS FEES/REC	01030175 - 568950		13004398	\$218.40
<b>VENDOR TOTAL:</b>					<b>\$218.40</b>
<hr/>					
<b>STAPLES OFFICE SUPPLY</b>					
68608	OFFICE SUPPLIES/CODE ENF	01018070 - 550000		13004189	\$170.95
68610	NIKON CAMERA/PUB WORKS	01024070 - 551900		13004116	\$164.23
68690	OFFICE SUPPLIES/STREET DEPT	01020170 - 551900		13004202	\$90.24
68609	OFFICE SUPPLIES/WATER DEPT	40067270 - 551900		13003688	\$16.08
<b>VENDOR TOTAL:</b>					<b>\$441.50</b>
<hr/>					
<b>STEINER SAW &amp; MOWER</b>					
68433	REPAIR CHAIN SAW/BEAUTIFICATIO	01024175 - 562610		13004331	\$156.00

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<b>VENDOR TOTAL:</b>					<b>\$156.00</b>
<b>SUMRALL'S CONSTRUCTION CO, INC</b>					
68566	BEACHFRONT PROMENADE	01040275 - 568500	10703	13002667	\$28,307.14
68566	BEACHFRONT PROMENADE	10041075 - 568440	10703	13002667	\$113,229.29
<b>VENDOR TOTAL:</b>					<b>\$141,536.43</b>
<b>SUN COAST/CLAYS BUSINESS SUPPLY</b>					
68569	STORAGE BANKER BOXES/UTILITIES	40065270 - 550000		13004229	\$158.76
<b>VENDOR TOTAL:</b>					<b>\$158.76</b>
<b>SUNBELT FIRE APPARATUS INC</b>					
68691	TURNOUT GEAR/FIRE DEPT	05016870 - 553000		13003297	\$11,049.57
<b>VENDOR TOTAL:</b>					<b>\$11,049.57</b>
<b>TCS WARE INC</b>					
68434	USB GPS ANTENNAS/POLICE	01010070 - 551900		13002757	\$470.00
<b>VENDOR TOTAL:</b>					<b>\$470.00</b>
<b>TEAM ONE COMMUNICATIONS INC</b>					
68329	INSTALL SIREN/FIRE	05016880 - 578800		13004224	\$170.00
68290	PORTABLE RADIOS/FIRE DEPT	10041075 - 568440	21206	13003935	\$27,152.90
<b>VENDOR TOTAL:</b>					<b>\$27,322.90</b>
<b>TEKLINKS</b>					
68330	08/13 TEKFILTER	01008075 - 562010		13000808	\$230.00
<b>VENDOR TOTAL:</b>					<b>\$230.00</b>
<b>THE GRAND MAGNOLIA, INC</b>					
68698	LODGING/T HARPSTER/INSTRUCTOR	01013075 - 567000		13004527	\$228.00
<b>VENDOR TOTAL:</b>					<b>\$228.00</b>
<b>THE MAILBOX</b>					
68331	SUB RENEWAL/REC	01030170 - 551000		13004076	\$39.95
<b>VENDOR TOTAL:</b>					<b>\$39.95</b>
<b>TOWN &amp; COUNTRY STORAGE</b>					
68692	07/13 STORAGE RENT:89/58/90	01040475 - 567100		13004378	\$150.00
<b>VENDOR TOTAL:</b>					<b>\$150.00</b>
<b>TURF MASTERS</b>					
68435	HANGING BASKETS/DOWNTOWN	01024170 - 552300		13004305	\$360.00
68436	ABELIA PLANTS/BEAUTIFICATION	01024170 - 552300		13004330	\$68.00
68437	ABELIA/LIGHTHOUSE PARK	01024170 - 552300		13004219	\$68.00

\*\* Indicates pre-issue check.

**CLAIMS REPORT**  
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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
68438	PLANT FERTILIZER/BEAUTIFICATIO	01024170 - 552300		13004220	\$420.00
68439	PALM TREE/BEAUTIFICATION	01024170 - 552300		13004135	\$270.00
68440	VARIOUS PLANTS/BEAUTIFICATION	01024170 - 552300		13004117	\$334.50
68441	03/13-05/13 IRRIGATION REPAIRS	01030175 - 562900		13004416	\$663.00
<b>VENDOR TOTAL:</b>					<b>\$2,183.50</b>
<hr/>					
<b>TYLER TECHNOLOGIES INC</b>					
68333	08/13 COURT SOFTWARE MAINT	01008075 - 562010		13000795	\$772.79
68693	10/13-09/14 GUI LICENSE SUPPOR	01008075 - 562010		13004068	\$1,650.00
<b>VENDOR TOTAL:</b>					<b>\$2,422.79</b>
<hr/>					
<b>UNITED SITE SERVICE OF MS LLC</b>					
68334	PORT O LETS/TUCKER FIELD	01030175 - 563050		13004279	\$500.00
68335	PORT O LET/RIVER PARK	01030175 - 563050		13004279	\$82.00
68442	PORT O LET TRL/TUCKER FIELD	01030175 - 563050		13004413	\$2,150.00
68571	PORT OF LET/WILLOW ST	10041075 - 568440	71202	13004463	\$50.00
<b>VENDOR TOTAL:</b>					<b>\$2,782.00</b>
<hr/>					
<b>UNIVERSITY OF TENNESSEE</b>					
68694	FORENSIC ACADEMY/MILLER	04014880 - 578700		13004373	\$8,000.00
<b>VENDOR TOTAL:</b>					<b>\$8,000.00</b>
<hr/>					
<b>THE UPS STORE</b>					
68570	SHIPPING/POLICE DEPT	01010070 - 551900		13004364	\$30.33
68332	SHIPPING/GAS DEPT	40067475 - 557800		13004319	\$14.91
<b>VENDOR TOTAL:</b>					<b>\$45.24</b>
<hr/>					
<b>VARIETY OUTLET INC</b>					
68612	SUPPLIES/SUMMERCAMP	01030175 - 567000		13003279	\$27.39
68614	SUPPLIES/SUMMERCAMP	01030175 - 567000		13003279	\$30.26
<b>VENDOR TOTAL:</b>					<b>\$57.65</b>
<hr/>					
<b>VULCAN MATERIALS CO</b>					
68695	WASHED STONE/WATER DEPT	40067280 - 578300		13003671	\$437.77
<b>VENDOR TOTAL:</b>					<b>\$437.77</b>
<hr/>					
<b>W A REYNOLDS WHOLESALE CO</b>					
68444	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		13004138	\$406.86
68445	JANITORIAL SUPPLIES/FIRE DEPT	01016770 - 551420		13004138	\$107.40
68446	TRASH CANS/REC	01030170 - 552600		13004287	\$237.60
68447	GATORADE/BEAUTIFICATION	01024170 - 551900		13003684	\$95.00
68448	JANITORIAL SUPPLIES/REC	01030170 - 551420		13004288	\$326.44
68449	JANITORIAL SUPPLIES/ECON DEV	01040470 - 551905		13004317	\$96.45
68452	JANITORIAL SUPPLIES/PUB WORKS	01024070 - 551420		13003655	\$366.30
68453	JANITORIAL SUPPLIES/POLICE DEP	01015570 - 551420		13003882	\$298.45

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
68615	SUPPLIES/SUMMERCAMP	01030175 - 567000		13004170	\$203.73
68450	JANITORIAL SUPPLIES/UTILITIES	40067070 - 551420		13004318	\$128.70
68451	JANITORIAL SUPPLIES/WATER DEPT	40067270 - 551900		13004231	\$25.90
68454	JANITORIAL SUPPLIES/SEWER	40067370 - 551420		13004211	\$198.54
<b>VENDOR TOTAL:</b>					<b>\$2,491.37</b>
<b>WADE IMAGING COMPANY</b>					
68572	05/15-06/14 CONT OVG/14TH ST	01008075 - 562005		13004405	\$37.62
68573	06/15-07/14 CONT OVG/CITY HALL	01009075 - 562030		13004405	\$358.27
68576	06/15-07/14 CONT OVG/R I LIGHT	01040275 - 559000		13004405	\$13.40
68579	TONER SHIPPING/MAIN ST	01040470 - 551900		13004464	\$7.44
68580	07/01-07/31 FLEET COPIER/OVG	01008075 - 562005		13004462	\$812.81
68575	06/15-07/14 CONT OVG//FAIR HOU	10041075 - 568440	71304	13004405	\$138.20
68574	06/15-07/14 CONT OVG/UTILITIES	40065275 - 562030		13004405	\$622.57
68578	CREDIT MEMO	40065275 - 562030		13004405	-\$505.18
<b>VENDOR TOTAL:</b>					<b>\$1,485.13</b>
<b>WALMART COMMUNITY</b>					
68581	JANITORIAL SUPPLIES/POLICE DEP	01015570 - 551420		13003892	\$198.71
68582	SUPPLIES/OUTDOOR CAMP	01030170 - 551900		13004162	\$32.78
68583	SUPPLIES/OUTDOOR CAMP	01030170 - 551900		13004162	\$20.70
68584	SUPPLIES/OUTDOOR CAMP	01030170 - 551900		13004162	\$80.07
68618	SUPPLIES/FIRE DEPT	01016170 - 551900		13004181	\$54.60
68623	TENTS/EVENTS:MAIN ST	01040475 - 567100		13004188	\$211.94
68625	SUPPLIES/SUMMERCAMP	01030175 - 567000		13004040	\$24.00
68628	SUPPLIES/SUMMERCAMP	01030175 - 567000		13004040	\$19.48
68620	OFFICE SUPPLIES/PUB WORKS	40065070 - 550000		13004235	\$9.75
<b>VENDOR TOTAL:</b>					<b>\$652.03</b>
<b>JENNIFER WARDEN</b>					
68585	PER DIEM/JUDICIAL DEVELOPMENT	01010075 - 557000		13004346	\$82.00
<b>VENDOR TOTAL:</b>					<b>\$82.00</b>
<b>WASTE MANAGEMENT OF</b>					
68586	07/13 WASTE DISPOSAL	48068575 - 561150		13004410	\$16,605.81
<b>VENDOR TOTAL:</b>					<b>\$16,605.81</b>
<b>WATER &amp; WASTE SPECIALTIES CO INC</b>					
68587	ANTISCALANT/WATER DEPT	40067270 - 552262		13004147	\$9,300.00
<b>VENDOR TOTAL:</b>					<b>\$9,300.00</b>
<b>WAYNE LEES GROCERY &amp; MARKET INC</b>					
68588	07/13 GROC/SR CENTER	01030075 - 567000		13004282	\$411.36
68589	06/13 GROC/SR CENTER	01030075 - 567000		13004004	\$245.13

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<u>INVOICE#</u>	<u>ITEM DESCRIPTION</u>	<u>ACCOUNT #</u>	<u>PROJECT #</u>	<u>P.O. #</u>	<u>ITEM AMOUNT</u>
<b>VENDOR TOTAL:</b>					<b>\$656.49</b>
<hr/>					
<b>WHISPERING WOODS HOTEL</b>					
68590	SAFETY TRAINING/ADAMS	01010075 - 557000		13004343	\$255.00
<b>VENDOR TOTAL:</b>					<b>\$255.00</b>
<hr/>					
<b>TROY WHITMORE</b>					
68591	PER DIEM/CONFINED RESCUE	01016075 - 557900		13004141	\$164.00
<b>VENDOR TOTAL:</b>					<b>\$164.00</b>
<hr/>					
<b>CHARLIE WILLIAMSON</b>					
68592	COMMUNY/EMERSON REIMB	10041075 - 568440	91104	13004469	\$1,197.33
<b>VENDOR TOTAL:</b>					<b>\$1,197.33</b>
<hr/>					
<b>WOLFE, MCDUFF &amp; OPPIE P.A.</b>					
68696	FY 2012 AUDIT	01009975 - 555000		13004515	\$40,000.00
68696	FY 2012 AUDIT	40065575 - 555000		13004515	\$15,000.00
<b>VENDOR TOTAL:</b>					<b>\$55,000.00</b>

**GRAND TOTAL: \$1,104,934.74**

GENERAL FUND	<b>\$319,492.89</b>
FORFIETURE & SEIZURE FUND	<b>\$10,870.00</b>
FIRE INSURANCE REBATE FUND	<b>\$11,219.57</b>
ISAAC	<b>\$4,424.19</b>
HURRICANE KATRINA	<b>\$1,218.66</b>
COMMUNITY DEVELOPMENT FUND	<b>\$206,312.55</b>
PASCAGOULA UTILITIES	<b>\$398,581.15</b>
SOLID WASTE MANAGEMENT FUND	<b>\$107,847.32</b>
PASCAGOULA GROUP INSURANCE	<b>\$44,968.41</b>
<b>GRAND TOTAL</b>	<b>\$1,104,934.74</b>