

**PASCAGOULA CITY COUNCIL**  
**Recessed Regular Meeting –Tuesday, September 10, 2013, 5:00 P.M.**

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

**2. INVOCATION:** Councilman Jackson

**3. PLEDGE OF ALLEGIANCE:** Councilwoman Simkins

**4. CONSENT ITEMS:**

A. Jackson County Historical and Genealogical Society Community Heritage Preservation Grant Support Letter

*Recommended Action: authorize Mayor to sign the letter in support of the Jackson County Historical and Genealogical Society's application to the Heritage Preservation Grant Program. The focus of the application is the restoration of the LaPointe Krebs House.*

B. Anchor Square Tenant Lease – Unit F

*Recommended Action: authorize the Mayor to execute lease for Unit F – Ashley Knecht.*

**5. CITY MANAGER:**

C. Order adopting part of Jackson County Ad Valorem Tax Assessment Rolls as the assessment rolls for the City and the Pascagoula School District for the year 2013.  
*Recommended Action: approve Order*

D. Resolution fixing the levy of ad valorem taxes upon the taxable property in the City and in the Pascagoula School District for the year 2013. (Resolution will be ready on Tuesday, September 10, 2013)  
*Recommended Action: approve Resolution*

E. Resolution approving and adopting the budget for 2013-2014.  
*Recommended Action: approve Resolution*

**6. CITY ATTORNEY:**

F. Ordinance to amend Section 86-46 of the Code of Ordinances to provide for increases in the monthly water and sewer rates.  
*Recommended Action: adopt amended Ordinance*

**7. RECESS OR ADJOURN:**

*\* Consent Agenda – All matters listed under Item 4 Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*





### AGENDA ITEM REQUEST FORM

Meeting Date: 09/10/2013

Submitting Department or Individual: Community & Economic Development

Contact Name: Jen Dearman

Phone: 228-938-6651

**Agenda Topic: Jackson County Historical and Geneological Society Community Heritage Preservation Grant Support Letter**

*Attach additional information as necessary*

**Action Requested:**

Authorize Mayor to sign the letter in support of the Jackson County Historical and Geneological Society's application to the Heritage Preservation Grant Program. The focus of the application is the restoration of the LaPointe Krebs House

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

**JIM BLEVINS**  
MAYOR

**JOSEPH R. HUFFMAN**  
CITY MANAGER

**EDDIE WILLIAMS**  
CITY ATTORNEY



CITY COUNCIL

LARRY D. TAYLOR.  
FREDDY JACKSON  
DAVID TADLOCK  
BURT HILL  
SCOTT TIPTON  
BRENDA H. SIMKINS

Councilman, Ward 1  
Councilman, Ward 2  
Councilman, Ward 3  
Councilman, Ward 4  
Councilman, Ward 5  
Councilman at Large

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

September 15, 2013

Board of Trustees  
Mississippi Department of Archives and History  
Historic Preservation Division  
P. O. Box 571  
Jackson MS 39205

RE: Jackson County Historical and Genealogical Society  
Community Heritage Preservation Grant Support Letter

To Whom It May Concern

I would like to express City of Pascagoula's support for the Community Heritage Preservation Grant Round IX application for the LaPointe Krebs House (aka Old Spanish Fort). The grant will provide structure stabilization, address necessary repairs, and allow for preventive maintenance as recommended in the recently completed Historic Structures Report. Through a combination of events, including Hurricane Katina, the historic structure has not received the care and attention it needs and deserves over the past decade.

If awarded, the grant will provide an opportunity to open the door to new vistas including planned maintenance, annual inspections, and a new program for active use of the house and grounds to include educational programs for all ages.

As you are aware, the LaPointe Krebs House presents a unique view on French Colonial history not only in Mississippi, but also in the entire United States. The building has managed to withstand the ravages of time, weather, neglect, and even Formosan termites for almost 300 years, and we do not want to lose it on our watch. The LaPointe Krebs House is an irreplaceable asset in Pascagoula. We hope you will see the value in this living piece of history as we do and assist the LaPointe Krebs Foundation in preserving it for future generations.

If you should have any questions, please call me at (228) 938-6614. Thank you for your consideration.

Sincerely,

Harry J. Blevins  
Mayor



### AGENDA ITEM REQUEST FORM

Meeting Date: 9-10-2013

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 Ashley Knecht 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  
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## CITY OF PASCAGOULA

### ANCHOR SQUARE LEASE AGREEMENT

The City of Pascagoula ("City" or "Lessor"), hereby agrees to lease Unit F situated in Anchor Square, as for fully described below, to Ashley Knecht ("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 September, 2013, and ending on the 31<sup>st</sup> day of August, 2014 ("Initial Term"). Provided Lessee is not in Default and has not violated any of the terms of this Lease at any point during the lease, including payment of rent prior to the 10<sup>th</sup> day of the month, Lessee is granted an option for a new Lease for twelve (12) months at the end of the Initial Term hereof subject to a rent payment adjustment, as determined by the Lessor and not to exceed 10% of the Base Rent for the Initial Term. Notice of intent to exercise this option must be provided by Lessee in writing to the Lessor not less than forty-five (45) days prior to the termination date of the Initial Term of this Lease.
- 3. Base Rent.** Lessee shall pay unto the Lessor the sum of \$ 233.00 per month for the rental of the aforesaid unit. Rent shall be due on or before the 1<sup>st</sup> day of each month and shall be considered delinquent if not paid by the 10<sup>th</sup> day of that month. A late charge of \$35.00 shall be assessed for any rent paid after the 10<sup>th</sup> day of the month in which it is due, and for any rent payment or other amounts owed, including late fees or maintenance charges, which are delinquent for more than thirty (30) days, an overdue account charge of fifteen percent (15%) of the total delinquent amount shall be assessed and every month thereafter until the delinquent amount, including overdue account charges, are paid in full. Additionally, a charge of \$35.00 shall be imposed for any check or draft written by Lessee in payment of any of the charges under this Lease which is returned for

insufficient funds, or is otherwise dishonored by the financial institution upon which it is drawn.

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

meet the purpose of Anchor Square as described in Paragraph 1 above shall constitute a Default of this Lease.

6. **Minimum Hours of Operation.** Lessor agrees that their business will be open to the public for a minimum of thirty hours per week between the hours of 9:00 am and 6:00pm between the days of Monday and Saturday. Written permission may be requested for a business to operate for less than thirty hours per week on a limited basis. Lessor is under no obligation to grant this exception, and a Lessee's failure to remain open for business for a minimum of thirty hours per week shall constitute a Default of this Lease.
7. **Maintenance.** Lessor shall provide all maintenance on the unit to include the maintenance of the exterior of the structure, all heating and cooling equipment, plumbing and electrical utilities; however, Lessee shall pay the first \$75.00 of the cost incurred by the City or its affiliates for any such maintenance. To request performance of maintenance on any eligible defect or item of disrepair, Lessee must submit such request in writing by completing the Maintenance Request form which is attached hereto as Exhibit "C". Lessor is not obligated to investigate or perform maintenance without first receiving a completed Maintenance Request form from Lessee. It shall be the duty of the Lessee to notify Lessor of any and all issues regarding maintenance of the Premises and which are the responsibility of the Lessor. Lessor shall exercise due diligence to timely respond to eligible maintenance requests. Lessor reserves the right to make the determination as to whether or not such maintenance request is caused from results of normal wear and tear as opposed to any negligence or fault on the part of Lessee, or Lessee's employees, agents, or invitees. Lessee shall be responsible for the maintenance and upkeep of any and all items placed on the Premises by Lessee, its agents, employees, or invitees. Should Lessee, through its own negligence, or negligence of any of its agents, employees, or invitees on the premises, cause damages thereto, then the repair of same shall be the responsibility of Lessee. Should Lessor have to perform repairs of such damage, then in such event, Lessee shall be charged for all expenses incurred by Lessor or its affiliates in making the repairs. Lessee shall have thirty (30) days from the date of invoice for such repairs within which to pay same. Failure to pay for the repair of damages within this period of time, shall constitute a Default hereunder and shall subject

Lessee to terms arising in the event of Default. Delinquent amounts for such repairs shall be subject to the overdue charge of fifteen (15%) described in Paragraph 3 above.

8. **Utilities.** Lessee shall be responsible for the payment of all utility services provided to the unit by Lessor. Lessee shall also be responsible for the payment of any deposits required by the Utility Department of the City of Pascagoula. Failure of Lessee to pay for utility services as and when the same come due and payable, shall constitute a Default hereunder and shall subject Lessee to terms arising in the event of Default and may also result in the disconnection of utility services by Lessor.
9. **Covenants.** The Covenants attached hereto as Exhibit "D" are hereby incorporated herein and constitute enforceable terms, representations, and consideration of this Lease. Lessee hereby agrees, promises, covenants, and warrants that it and its employees, agents, and invitees will comply with each of the Covenants. Failure of Lessee to comply with any of these Covenants shall constitute a Default under the terms of this Lease.
10. **Modifications.** Should Lessee desire to make any modifications to the interior of the unit, including painting, replacement of hardware and fixtures, and installation of equipment or fixtures; then in such event, Lessee shall provide Lessor with plans and specifications for such modifications and no such modifications will be allowed without the express written permission of Lessor. Lessor agrees not to unreasonably withhold consent for such modifications. Under no circumstances, however, shall the Lessee be allowed to make modifications to the exterior of the unit.
11. **Default.** Should Lessee fail to pay the rent when due, or should Lessee breach any covenant herein, the Lessor shall thereupon be entitled to immediate possession of the property remaining on the Premises and may, either with or without notice, sell the same at private or public auction and apply the proceeds, first to the payment of all costs, attorney fees, damages, rent or any sum due to the Lessor by Lessee and shall pay over the balance, if any, to Lessee. Should it become necessary for Lessor to retain legal counsel to assist in the enforcement of any of the terms and conditions of this lease, and should Lessor prevail in such action, then Lessee shall be responsible for all attorney fees, court costs and expenses incurred by Lessor in bringing and pursuing any action whatsoever, whether in a Court of Law or by negotiation without the necessity of filing suit.

12. **Jurisdiction and Venue.** The parties agree that this Lease and any modifications, amendments, or renewals hereto are made and entered in Pascagoula, Mississippi, on the date shown above and that jurisdiction and venue for any disputes regarding the terms and conditions of this Lease shall be in Jackson County, Mississippi. All terms of this Lease shall be construed in accordance with the laws of the State of Mississippi and, should any term or condition hereof be declared invalid by a Court of competent jurisdiction, then in such event, the remaining terms and conditions of the Lease shall remain in full force and effect. Lessor and Lessee shall cooperate with one another and enter into whatever amendments may be required to replace or supplant any provisions hereof that are declared invalid or unenforceable as a matter of law.
13. **Insurance** – Lessor shall maintain insurance on the structure of the premises. Lessor assumes no liability or responsibility whatsoever for damages to any of Lessee's property, fixtures, equipment, or furniture on the premises. It shall be the responsibility of Lessee to procure whatever insurance Lessee deems appropriate to safeguard the contents of the unit. Lessee shall, however, purchase a premises liability policy in a face amount of not less than \$100,000 and shall name Lessor as the first loss payee thereon. Lessee shall furnish to Lessor proof of this insurance coverage as of the date of the execution of this Lease. Should Lessee at any time during the term of this Lease, fail to maintain such policy of insurance, then in such event, the same shall constitute a Default hereunder and Lessor shall be allowed to re-enter and take possession of the Premises as set forth hereinabove.
14. **Assignability** – Lessee shall not undertake to assign this Lease, or to sublease any portion of the demised premises, without the express written permission of the Lessor. Lessor agrees that it will not unreasonably withhold permission to allow such assignment or sublease. Lessor reserves the right to assign this Lease, or certain performance obligations contained herein, to a management company, or other entity, of its choosing. Should Lessor in fact execute such an assignment, Lessor shall place Lessee on notice thereof with directions to the Lessee as to the proper party to whom the rent shall be paid from and after the date of such assignment.
15. **Illegal Activity** – Lessee covenants and agrees that no illegal activity of any kind will be tolerated within the unit, or in the common areas associated therewith. Lessee further

covenants and agrees that the business activity contemplated by Lessee is in fact a legally sanctioned activity and that Lessee shall procure all permits necessary for the conduct of same. Lessee will make available to Lessor copies of all such permits for inclusion in Lessee's tenant file. Any failure to comply with the promises, representations, and considerations made by Lessee in this paragraph shall constitute a Default of this Lease.

16. **Force Majeure** – Should all or a portion of the demised Premises be destroyed by an act of God, fire, vandalism, or any calamity not directly attributable to the negligence or actions of either party to this lease, or to Lessee's invitees, then in such event, this Lease shall be at an end and all rent obligations hereunder shall cease. Lessor agrees to return to Lessee any unused portion of the rent paid by Lessee prior to the occurrence of such event. Lessor reserves the right to make the final determination as to the habitability and suitability of the unit for continued occupancy by Lessee after the occurrence of such catastrophic event.

17. **Miscellaneous** – This writing contains the entire agreement of the parties. No modification hereof shall be allowed except in writing duly and properly executed by the parties hereto. A waiver of any of the terms and conditions hereof by Lessor shall not constitute a waiver of any other terms or conditions, nor shall it constitute a future waiver of any terms and conditions set forth herein. Lessor reserves the right, upon reasonable notice being given, to conduct inspections of the Premises to make certain that all appliances and utilities are functioning properly and that the premises are being used and kept in a safe and clean condition. Use of tobacco products on the Premises, either inside the Unit or in the common areas outside the Unit, is strictly prohibited. Furthermore, the sale, consumption or use of alcohol is likewise prohibited in the Units or in the common areas outside the Units unless expressly allowed by the City. Lessee shall not permit or allow the entrance of domesticated or undomesticated animals onto the premises, either in the Lessee's Unit or in the common areas immediately surrounding Lessee's Unit. Service animals shall be an exception to this prohibition.

18. **Notice** – Any notice to be given under this Lease by the Lessor to the Lessee shall be considered as duly given, if made in writing and left at the leased Unit, or by certified mail to the following address:

**Name: Joe Huffman, City Manager**

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

Witness the signatures of the parties on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

LESSEE:

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_  
Owner or Authorized Agent

\_\_\_\_\_  
Title

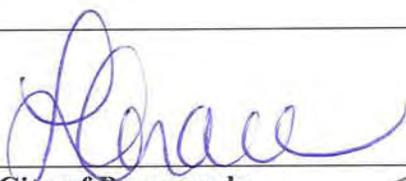
LESSOR:  
City of Pascagoula

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

EXHIBIT "A"  
PRE-LEASE INSPECTION SHEET  
UNIT NO. 6

1. \_\_\_\_\_
2. Floor buckling- Put in work order
3. nail holes - tenant will patch during painting
4. baseboard in front room is away from wall
5. dent in ceiling in front room
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

By:   
Prospective Lessee

By:   
City of Pascagoula

8-28-13

**EXHIBIT "B"**

**LESSEE'S BUSINESS PLAN**

# *Gourmet Gurl*



*Gourmet food items and gifts*

## **Executive summary**

Gourmet Gurl is a new business located at Anchor Square in downtown Pascagoula, Ms. The store will feature gourmet, hard to find food items that can be made into gift baskets.

The mission of Gourmet Gurl will be to provide Pascagoula residents as well as other neighboring cities with the highest quality products, along with great, hometown service.

The store will sell specialty items such as, dip mixes, olive oils, vinegars, sea salts, soup mixes, aprons, dish towels, mixing spoons etc. These items can be sold separately or be made into specialty gift baskets.

Gourmet food is becoming increasingly popular. Several local residents have expressed a big interest in this type of store. Consumers are looking for just the right gift for someone special, or that perfect item or items to throw a great party or a backyard BBQ. There is clearly a need for this type of store in Pascagoula.

Gourmet Gurl's items will be as local from the south as possible. Most of the distributors will be from Mississippi, Texas, Charleston, South Carolina. Most of these distributors will be located in the Atlanta merchandise mart, Atlanta, Georgia.

The profits from Gourmet Gurl will increase over the next several years, based upon holidays and other certain times of the years.

As far as money, there will be no loans used. The money will be put up from the owner. The money will be used for the cost of the products and materials as well as start-up cost.

## **Mission**

The mission of Gourmet Gurl will be to provide Pascagoula residents, as well as other neighboring cities with the highest quality products along with great, hometown service.

## **Goals and Objectives**

- 1) Create a small business that goes above and beyond customer's expectations. Increase the number of clients and repeat clients through excellent service, word of mouth, ads, computer and becoming a chamber of commerce member.
- 2) Become a well-established business in the community with a high customer satisfaction rate.
- 3) Increase of sales after the first year.
- 4) Provide a comfortable income with possibilities for growth.

## **Keys to success**

- 1) Reputation: Customers who visit the store will want to come back and recommend the store to friends and family.
- 2) Excellent customer service: Friendly, courteous and reliable service will always be at the highest standard possible.
- 3) Location: Provide an easy, accessible location for customer convenience
- 4) Product/Environment: offer a variety of high quality products at reasonable prices in a clean, comfortable environment.
- 5) Convenience: Knowing the customer's wants and needs at all times. Having the products at the customer's convenience will allow the customer to shop locally.

## **Market Analysis Summary**

Our main target markets are:

- 1) People who live and work in Pascagoula, who are looking for that special, hard to find specialty food item or gift
- 2) People visiting Pascagoula from out of town or other neighboring cities
- 3) People looking for high quality, gourmet food items at reasonable prices

## **Target Market Segment Strategy**

Over the past several years, there has been an increase for gourmet foods. This can be attributed in several different ways, T.V. celebrity chefs, new health diets or the need for that one special ingredient or product. Most residents travel to other locations to find that special item or gift. Most residents prefer to shop locally, shop Jackson County, and would welcome a store that has these qualities.

## **Market Needs**

Pascagoula is in need of a local gourmet food store that sells quality food items and decorative gift baskets at a reasonable price. Many residents tell of how they have to go to this city or that city to find what they are looking for. Pascagoula has that “small town feel” that makes it an attractive place to “live, work, and play” so people can shop locally without having to travel to nearby cities.

## **Exit Strategy**

The intention is to run the business until retirement or decide to sell the business for any certain reason. In the event the business is not successful, full responsibility will be taken, and any debts will be paid off in a timely fashion. The success of the business will be monitored on a monthly basis.

## **List of Items offered and Distributors**

### **Stonewall kitchen**

- 1) Pancake mix
- 2) Jams and jellies
- 3) Syrups

### **Blue Crab Bay Co.**

- 1) Drink mixes
- 2) Cocktail nuts
- 3) Dip mixes

### **Captain Rodney's**

- 1) Drink mixes
- 2) Pepper jelly

### **JARDINES**

- 1) Salsa varieties
- 2) BBQ sauce varieties

### **Gullah Gourmet**

- 1) Variety of mixes – Seafood soups, fried green tomatoes, hushpuppy, cobblers

### **W.I.N.O.S. - Women in need of sanity**

- 1) Wine bottle bracelets
- 2) Coasters
- 3) Beverage napkins

### **Republic of tea and Mighty Leaf Tea Co.**

- 1) Assorted tea varieties

### **Mississippi Cheese Straw Factory**

- 1) Tea cookies
- 2) Cheese straws

### **Bella Cucina and The French Farm**

- 1) Marinara sauce
- 2) Pesto sauce
- 3) Gourmet olive oil
- 4) Flavored vinegars
- 5) Gourmet sea salt
- 6) Fresh pasta varieties

## **The funny Apron Co. and Peking Handicraft**

- 1) Aprons for men and women
- 2) Dish towels

## **Durn Good**

- 1) Spices and Seasonings

## **Low Country Produce**

- 1) Tomato and garden vegetable soup mixes

## **DeBrand Chocolate**

- 1) Gourmet chocolates and candy
- 2) Flavored hot chocolate

Assorted coffee varieties

Flavored stirring sticks and spoons for coffee

Biscotti

Assorted cracker varieties and dipping pretzles

Assorted, colored aprons with the store logo

Pot holders

Coffee mugs

Tea pots

Mixing bowls

Knife spreaders

Mixing spoons

### **Nashville Wraps**

- 1) Baskets for gift items
- 2) Boxes for gift items
- 3) Shredded paper filler ( Variety of colors)
- 4) Assorted ribbon for baskets
- 5) Seals with the store name



## 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: September 10, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Order adopting part of Jackson County Ad Valorem Tax Assessment Rolls as the assessment rolls for the City of Pascagoula and the Pascagoula School District for the year 2013.**

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*Attach additional information as necessary*

**Action Requested:**

Approve order

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

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

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

**ORDER ADOPTING PART OF JACKSON COUNTY, MISSISSIPPI, AD VALOREM TAX ASSESSMENT ROLLS AS THE ASSESSMENT ROLLS FOR THE CITY OF PASCAGOULA AND THE PASCAGOULA SCHOOL DISTRICT FOR THE YEAR 2013**

**WHEREAS**, the 2013 ad valorem tax assessment roll of Jackson County has been filed with the Board of Supervisors; and

**WHEREAS**, the Chancery Clerk of Jackson County has delivered to and filed with the City Clerk a true copy of the part of the 2013 Jackson County assessment roll containing the property located within the City of Pascagoula and the property located within the added territory of the Pascagoula School District; and

**WHEREAS**, the total assessed value of the real property within the City of Pascagoula is \$152,321,641; and

**WHEREAS**, the total assessed value of all personal property within the City of Pascagoula is \$73,837,115; and

**WHEREAS**, the total assessed value of all property, both real and personal, within the City of Pascagoula is \$226,158,756; and

**WHEREAS**, the total assessed value of the real property located in the added territory of the Pascagoula School District \$100,748,704; and

**WHEREAS**, the total assessed value of the personal property located within the added territory of the Pascagoula School District is \$594,824,086; and

**WHEREAS**, the total assessed value of all property, both real and personal, located within the added territory of the Pascagoula School District is \$695,572,790; and

**WHEREAS**, the grand total assessed value of all property, both real and personal, in the entire Pascagoula School District, including the City of Pascagoula and the added territory, is \$921,731,546:

**NOW, THEREFORE, IT IS ORDERED** that said part of the assessment rolls of Jackson County, Mississippi, filed with the City Clerk by the Chancery Clerk of Jackson County, Mississippi, is hereby adopted as the tax assessment rolls of the City of Pascagoula and the Pascagoula School District for the year 2013.





### AGENDA ITEM REQUEST FORM

Meeting Date: September 10, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic: Resolution fixing the levy of ad valorem taxes upon the taxable property in the City and in the Pascagoula School District for the year 2013.**

*Attach additional information as necessary*

**Action Requested:**

Adopt resolution

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

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

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





## AGENDA ITEM REQUEST FORM

Meeting Date: September 10, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Resolution approving and adopting the budget for 2013-2014

*Attach additional information as necessary*

**Action Requested:**

Approve resolution

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

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

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

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

**RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE  
CITY OF PASCAGOULA FOR THE 2013-2014 FISCAL YEAR**

**WHEREAS**, the City Council of the City of Pascagoula, Mississippi, has prepared a complete budget of the municipal revenues and expenses estimated for the fiscal year 2013-2014 and has caused a statement to be prepared showing the aggregate revenues collected during the current fiscal year in the municipality and the statement showing certain other matters as required by Sections 21-35-3, et seq., of the Mississippi code of 1972, Annotated; and

**WHEREAS**, the City Council has studied and considered the budget, a copy of which is annexed hereto as Exhibit A, and finds that the budget is prepared and adequate according to law for the fiscal year aforesaid;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCAGOULA, MISSISSIPPI**, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the City Council and published as required by law.

CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

**GENERAL FUNDS**

**FUNDS AVAILABLE FROM BEG. FUND BALANCE**

**10,373,874**

**REVENUE**

<b>TAXES</b>	8,900,010
<b>LICENSES AND PERMITS</b>	1,946,100
<b>GRANTS</b>	262,400
<b>INTERGOVERNMENTAL REVENUES</b>	8,404,249
<b>CHARGES FOR SERVICES</b>	2,002,440
<b>FINES AND FORFEITS</b>	1,093,200
<b>INTEREST</b>	86,400
<b>RENTS</b>	102,000
<b>MISCELLANEOUS</b>	167,200
<b>TRANSFERS IN</b>	2,462,281
<b>OTHER FINANCING SOURCES</b>	2,095,300

**TOTAL REVENUES**

**27,521,580**

**TOTAL FUNDS AVAILABLE**

**37,895,454**

**EXPENDITURES**

**GENERAL GOVERNMENT**

<b>PERSONAL SERVICES</b>	1,697,425
<b>SUPPLIES</b>	136,856
<b>OTHER SERVICES AND CHARGES</b>	696,869
<b>CAPITAL OUTLAY</b>	226,470

**2,757,620**

**GENERAL ADMINISTRATION**

<b>PERSONAL SERVICES</b>	-
<b>SUPPLIES</b>	7,350
<b>OTHER SERVICES AND CHARGES</b>	1,744,474
<b>TRANSFERS OUT</b>	35,000
<b>CAPITAL OUTLAY</b>	403,000

**2,189,824**

CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

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**GENERAL FUNDS (cont'd)**

**PUBLIC SAFETY**

*POLICE:*

<i>PERSONAL SERVICES</i>	7,289,376
<i>SUPPLIES</i>	404,300
<i>OTHER SERVICES AND CHARGES</i>	394,745
<i>CAPITAL OUTLAY</i>	973,456
<i>DEBT SERVICE</i>	7,607

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**9,069,484**

*FIRE:*

<i>PERSONAL SERVICES</i>	4,323,812
<i>SUPPLIES</i>	139,500
<i>OTHER SERVICES AND CHARGES</i>	80,800
<i>CAPITAL OUTLAY</i>	39,645
<i>DEBT SERVICE</i>	112,000

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**4,695,757**

TOTAL PUBLIC SAFETY

**13,765,241**

**PLANNING, INSPECTIONS AND ENGINEERING:**

<i>PERSONAL SERVICES</i>	676,265
<i>SUPPLIES</i>	28,500
<i>OTHER SERVICES AND CHARGES</i>	45,990
<i>CAPITAL OUTLAY</i>	21,000

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**771,755**

CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

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**GENERAL FUNDS (cont'd)**

**PUBLIC WORKS**

<i>PERSONAL SERVICES</i>	-
<i>SUPPLIES</i>	350,700
<i>OTHER SERVICES AND CHARGES</i>	2,809,789
<i>CAPITAL OUTLAY</i>	3,690,447
	<b>6,850,936</b>

**HEALTH AND WELFARE**

<i>PERSONAL SERVICES</i>	180,747
<i>SUPPLIES</i>	13,350
<i>OTHER SERVICES AND CHARGES</i>	42,500
<i>CAPITAL OUTLAY</i>	30,000
	<b>266,597</b>

**CULTURE and RECREATION**

<i>PERSONAL SERVICES</i>	1,102,020
<i>SUPPLIES</i>	251,485
<i>OTHER SERVICES AND CHARGES</i>	1,508,416
<i>CAPITAL OUTLAY</i>	2,311,000
	<b>5,172,921</b>

**ECONOMIC & COMMUNITY DEVELOPMENT**

<i>PERSONAL SERVICES</i>	389,970
<i>SUPPLIES</i>	26,918
<i>OTHER SERVICES AND CHARGES</i>	282,260
<i>CAPITAL OUTLAY</i>	11,624
	<b>710,772</b>

**TOTAL EXPENDITURES**

**32,485,666**

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**ENDING FUND BALANCE**

**5,409,788**

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CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

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**COMMUNITY DEVELOPMENT FUND**

**REVENUE**

GRANTS	8,489,176
TRANSFERS IN	0
	<hr/>
TOTAL REVENUES	<b>8,489,176</b>

**EXPENDITURES**

OTHER SERVICES AND CHARGES	7,832,687
	<hr/>
TOTAL EXPENDITURES	<b>7,832,687</b>
	<hr/>
ENDING FUND BALANCE	<b>656,489</b>

**BOND & INTEREST FUND**

FUNDS AVAILABLE FROM BEG. FUND BALANCE	1,365,279
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**REVENUE**

TAXES	543,070
INTERGOVERNMENTAL REVENUES	20,000
INTEREST	8,900
	<hr/>
TOTAL REVENUE	<b>571,970</b>

TOTAL FUNDS AVAILABLE	1,937,249
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**EXPENDITURES**

DEBT SERVICE	1,509,308
	<hr/>
TOTAL EXPENDITURES	<b>1,509,308</b>

ENDING FUND BALANCE	<b>427,941</b>
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CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

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**PUBLIC UTILITY FUND**

FUNDS AVAILABLE FROM BEG. FUND BALANCE **23,306,478**

**REVENUE**

INTEREST	19,000
MISCELLANEOUS	10,000
INTERGOVERNMENTAL REVENUES	78,900
CHARGES FOR SERVICES	12,406,900
OTHER FINANCING SOURCES	<u>2,961,000</u>

**TOTAL REVENUES 15,475,800**

TOTAL FUNDS AVAILABLE **38,782,278**

**EXPENDITURES**

PERSONAL SERVICES	1,209,482
SUPPLIES	1,578,719
OTHER SERVICES AND CHARGES	7,898,275
DEBT SERVICE	580,868
CAPITAL OUTLAY	3,092,172
TRANSFERS OUT	<u>2,462,281</u>

**TOTAL EXPENDITURES 16,821,797**

ENDING FUND BALANCE **21,960,481**

CITY OF PASCAGOULA, MISSISSIPPI  
 BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
 FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
 Budget - Fiscal  
 Year 2014*

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**TRANSFER STATION FUND**

FUNDS AVAILABLE FROM BEG. FUND BALANCE 1,771,493

**REVENUE**

CHARGES FOR SERVICES -  
 INTEREST 7,160

**TOTAL REVENUES** 7,160

TOTAL FUNDS AVAILABLE 1,778,653

**EXPENDITURES**

PERSONAL SERVICES -  
 SUPPLIES -  
 OTHER SERVICES AND CHARGES -  
 DEBT SERVICE -  
 CAPITAL OUTLAY -

**TOTAL EXPENDITURES** 0

**ENDING FUND BALANCE** 1,778,653

**CITY OF PASCAGOULA, MISSISSIPPI  
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2014**

*Proposed  
Budget - Fiscal  
Year 2014*

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**SOLID WASTE FUND**

FUNDS AVAILABLE FROM BEG. FUND BALANCE

**854,772**

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**REVENUE**

INTEREST

3,000

TAXES

242,236

INTERGOVERNMENTAL REVENUES

8,600

CHARGES FOR SERVICES

1,282,200

**TOTAL REVENUES**

**1,536,036**

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TOTAL FUNDS AVAILABLE

**2,390,808**

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**EXPENDITURES**

PERSONAL SERVICES

19,587

SUPPLIES

-

OTHER SERVICES AND CHARGES

1,414,500

**TOTAL EXPENDITURES**

**1,434,087**

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**ENDING FUND BALANCE**

**956,721**

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CITY OF PASCAGOULA, MISSISSIPPI  
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
Budget - Fiscal  
Year 2014*

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**FIRE and POLICE DISABILITY & RELIEF FUND**

**REVENUE**

TAXES	729,914
INTERGOVERNMENTAL REVENUES	28,469
INTEREST	8,350
	<hr/>
<b>TOTAL REVENUES</b>	<b>766,733</b>

**EXPENDITURES**

OTHER SERVICES & CHARGES	766,733
	<hr/>
<b>TOTAL EXPENDITURES</b>	<b>766,733</b>
	<hr/>
<b>ENDING FUND BALANCE</b>	<b>-</b>
	<hr/> <hr/>

CITY OF PASCAGOULA, MISSISSIPPI  
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
Budget - Fiscal  
Year 2014*

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**HURRICANE FUNDS**

FUNDS AVAILABLE FROM BEG. FUND BALANCE

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**REVENUE**

FEMA

2,754,345

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TOTAL REVENUES

2,754,345

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TOTAL FUNDS AVAILABLE

**2,754,345**

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**EXPENDITURES**

OTHER SERVICES AND CHARGES

114,000

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TOTAL EXPENDITURES

**114,000**

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ENDING FUND BALANCE

**2,640,345**

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CITY OF PASCAGOULA, MISSISSIPPI  
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES  
FISCAL YEAR ENDING SEPTEMBER 30, 2014

*Proposed  
Budget - Fiscal  
Year 2014*

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**All Funds**

TOTAL BUDGET SURPLUS (DEFICIT)	<u><u>(3,841,478)</u></u>
TOTAL BUDGET SURPLUS (DEFICIT) PLUS BEGINNING FUND BAL	<u><u>33,830,418</u></u>



## AGENDA ITEM REQUEST FORM

Meeting Date: September 10, 2013

Submitting Department or Individual: City Attorney

Contact Name: Eddie C. Williams

Phone: 938-6605

**Agenda Topic:** Ordinance to amend Section 86-46 of the Code of Ordinances to provide for increases in the monthly water and sewer rates.

*Attach additional information as necessary*

**Action Requested:**

Adopt amended 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

*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**

ORDINANCE \_\_\_\_\_ 2013  
CITY OF PASCAGOULA, MISSISSIPPI

AN ORDINANCE TO AMEND SECTION 86-46 OF THE CODE OF ORDINANCES OF THE CITY OF PASCAGOULA, MISSISSIPPI, TO PROVIDE FOR INCREASES IN THE MONTHLY WATER AND SEWER RATES; AND FOR RELATED PURPOSES

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

**Section 1.** Section 86-46 of the Code of Ordinances of the City of Pascagoula, Mississippi, is amended as follows:

(a) For water service a monthly demand charge plus a cross connection fee based on the size of meter of each customer shall be made in accordance with the following schedule:

(1) *Within the city limits.*

TABLE INSET:

METER SIZE (inch)	RATE	CROSS CONNECTION FEE
5/8"	\$ 4.20	\$ 1.00
3/4	8.39	1.00
1	12.59	1.00
1 1/2	20.98	1.00
2	33.55	2.00
3	67.11	3.00
4	125.81	4.00
6	201.30	6.00
8	351.75	8.00

a. If a meter serves a building or apartment complex containing more than one dwelling unit the demand charge, instead of the above, shall be the number of dwelling units served by the meter multiplied by \$4.20. If the building or apartment complex receives a permit for renovations from the building department, the demand charge will be reduced by the total number of units being renovated multiplied by \$4.20, during the renovation. As each unit receives a

certificate of occupancy (CO), the building department will notify the utility billing office, advising of the number of units covered by the CO. The demand charge will then be adjusted to include the renovated units.

b. If a meter serves a mobile-home park containing more than one mobile-home space the demand charge, instead of the above, shall be the number of mobile-home spaces served by the meter multiplied by \$4.20.

(2) *Without the city limits.*

TABLE INSET:

METER SIZE (inch)	RATE	CROSS CONNECTION FEE
5/8"	\$ 6.30	\$ 1.00
3/4	12.59	1.00
1	18.89	1.00
1	27.26	1.00
2	43.42	2.00
3	86.69	3.00
4	163.55	4.00
6	261.68	6.00
8	457.28	8.00

a. If a meter serves a building or apartment complex containing more than one dwelling unit the demand charge, instead of the above, shall be the number of dwelling units served by the meter multiplied by \$6.30. If the building or apartment complex receives a permit for renovations from the building department, the demand charge will be reduced by the total number of units multiplied by \$6.30, during the renovation. As each building receives a certificate of occupancy (CO), the building department will notify the utility billing office, advising of the number of units covered by the CO. The demand charge will then be adjusted to include the renovated units.

b. If a meter serves a mobile home park containing more than one mobile home space the demand charge, instead of the above, shall be the number of mobile home spaces served by the meter multiplied by \$6.30.

(b) In addition to each of the monthly charges for customers both within and without the city, each customer shall be charged for water used at a rate of \$2.94 per 1,000 gallons.

(c) When a person within the city submits a written request to fill a swimming pool the commodity rate in paragraph (b) shall be charged but no sewer charge shall be made. In addition there shall be collected from each person requesting a swimming pool be filled a service charge

in the amount of \$78.75 to fill such a pool in normal working hours; outside normal working hours the service charge shall be \$183.75.

(d) Unless otherwise provided by the city council, all water furnished by the city shall be metered and paid for in accordance with the above rates. To unlawfully obtain and receive water or sewer service without payment therefor shall be punishable as a misdemeanor.

(e) Each customer who receives sewer service, whether within or without the city, shall pay a monthly sewer charge equal to 120 percent of his monthly water demand charge plus \$3.60 per 1,000 gallons of water consumed. If a person has sewer service but no city water service the city manager shall prescribe a monthly rate for such use based on the volume and content of the sewage placed in the sewer system.

(f) Prior to the beginning of each fiscal year the rates provided in this section shall be reviewed to determine if they are sufficient to provide the revenue for necessary operational and maintenance expenses and capital improvements for the water supply system.

**Section 2.** The new rates provided for herein shall be charged beginning with the billing cycle for October, 2013.

**Section 3.** This ordinance shall take effect one month after passage.