



**REGULAR MEETING
2:00 PM Monday, October 19, 2015
JCEDF, 3033 Pascagoula Street, Pascagoula, Mississippi**

The Pascagoula Redevelopment Authority met at the Jackson County Economic Development Foundation in a regular meeting on Monday, October 19, 2015, at 2:00 PM. Henry Fox, Chairman, called the meeting to order at 2:03 PM with the following present:

Chairman, Henry Fox
Vice Chairman, Alan Sudduth
Board Member, Jim Estabrook
Board Member, Jackie Grimes

PRA Executive Director, Jen Dearman
Economic Development Specialist, LaLinda Grace
PRA Attorney, Taylor McNeel
Baber's Inc., Shannon Strunk
Aequilibrium Consulting, Adam Dial
Aequilibrium Consulting, Joe Cloyd

Alice Walker was absent.

PRA Chairman Fox welcomed everyone to the meeting.

The first item for consideration was the minutes from the PRA meetings held on September 28, 2015, as recommended by Alice Walker, Secretary/Treasurer.

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

All present Board members were in favor.

The next item for consideration was the financial report.

After review, Estabrook moved to accept the financial report and authorize PRA Comptroller Bobby Parker to issue manual checks for legal services, printing costs and Anchor Square entertainment costs. The motion was seconded by Grimes.

All present Board members were in favor.

A discussion was held in regards to the Commercial Redevelopment Incentives. No action was required of the Board.

Joe Cloyd and Adam Dial left the meeting at 2:57 PM.

The next item for consideration was the Anchor Square lease approval for Ashley Knecht. On October 6, 2015, the PRA sent Ms. Knecht a letter by certified mail requesting any ideas on how she could comply with the standard operating hours of Anchor Square. After receiving no response, Estabrook moved to offer Ms. Knecht a new lease if she is willing to comply with the hours. If she is unwilling to comply, Ms. Knecht will have 30 days to vacate the premises. The motion was seconded by Grimes.

All present Board Members were in favor. The certified letter is spread on the minutes as follows:

HENRY FOX
CHAIRMAN

JEN DEARMAN
EXECUTIVE DIRECTOR

TAYLOR MCNEEL
PRA ATTORNEY



630 DELMAS AVE • P.O. DRAWER 908
PASCAGOULA, MS 39568-0908 • TELEPHONE 228-938-2352
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MEMBERS

JIM ESTABROOK
JACKIE GRIMES
ALAN SUDDUTH
ALICE WALKER

October 6, 2015

Ashley Knecht
Gourmet Gurl
303 Delmas Avenue, Cottage F
Pascagoula, MS 39567

RE: Standard Hours of Operation

Dear Ms. Knecht,

As you know, the Pascagoula Redevelopment Authority (PRA) has approved the renewal of your lease contingent on you abiding by the recently adopted standard hours of operation of Tuesday through Friday from 10AM to 6PM and Saturday from 10AM to 2PM. However since signing the new lease, you have continued to close at 1PM on Wednesdays. As the PRA understands, you refuse to remain open from 1PM to 6PM on Wednesdays and refuse to hire part-time help to cover these hours. Please let us know if we misunderstand your position.

In the Anchor Square Tenant Association Meetings, you have expressed support for standardized hours of operation for all Anchor Square tenants. You have championed the ability of such a policy to provide an atmosphere of synergy for the tenants and a better experience for the customers.

As you know, this policy was developed in response to your and others concerns of a lack of customer traffic. The foundational element of Anchor Square is the idea that each store can build on the traffic from another because of the close proximity. However, this model is lost when a customer visits to discover one, three, or more stores are closed. Often times, those customers do not return. As you have recognized, the public must know they have access to each store for Anchor Square to succeed as a whole.

By way of this letter, we request that you contact us with any ideas on how you can address this issue. Please let us know what alternatives, if any, you propose. We want to consider all options and are interested to hear what you are willing to do. As such, please let us know your proposed alternatives that the PRA may then consider as a request for an exception to the requirement for standard operating hours.

Please contact me at (228) 990-2144 by 4PM on Friday, October 16, 2015, with your thoughts. Thank you.

Sincerely,

Jim Estabrook
Pascagoula Redevelopment Authority

The next item for discussion was the lease approval for Pascagoula Main Street. After discussion, Sudduth moved to offer Pascagoula Main Street a renewal of the standard Anchor Square lease agreement. The motion was seconded by Estabrook.

All present Board members were in favor.

A discussion was held in regards to the 651 Delmas Avenue.

No action was required of the Board.

The next item for discussion was the progress of current Riverfront prospects. On September 10, 2015, the PRA voted to accept a Riverfront residential proposal and negotiate the particulars of an agreement. At this point in the October 19, 2015 meeting, a discussion was held regarding concerns with the Riverfront Development in making sure the PRA is protected if the potential Riverfront developer attempts to place a lien on the Riverfront property after the PRA sells the Riverfront property to a Riverfront developer. This discussion led to a confirmation from all present PRA Board members that no PRA Board member had been contacted by the potential Riverfront developer for a loan. PRA board member Henry Fox disclosed his position with Merchants and Marine Bank, Alan Sudduth disclosed his relationship with Merchants and Marine Bank, and Jim Estabrook disclosed his position with Hancock Bank. After making these disclosures, the PRA reached out to the potential developer to confirm that the potential developer was not planning on using Merchants & Marine Bank or Hancock Bank for any type of loan. The potential developer disclosed that Merchants & Marine Bank may be used as a lender, but that no decision had been made by the potential developer concerning a lender. Henry Fox and Alan Sudduth both confirmed again that they had no knowledge that the potential developer was considering using Merchants and Marine Bank as a potential lender, and Henry Fox and Alan Sudduth again confirmed that they had not had any contact with the potential developer concerning a loan. Nonetheless, out of an abundance of caution, Henry Fox and Alan Sudduth agreed to not participate in any future votes concerning the potential developer with regards to the Riverfront.

No action was required of the Board.

The next item for discussion was the sale of approximately 0.8 acres located in the Riverfront Addition. The PRA received one proposal from the request for proposals for a restaurant development located at this site. After discussion, Estabrook moved to accept the proposal; approve the resolution of the Board of Commissioners of the PRA approving transfer of certain real property owned by the PRA and related matters to Bozo's Dockside, LLC; and authorize PRA Attorney, Taylor McNeel, to draft a purchase agreement for the property to Bozo's Dockside, LLC. The motion was seconded by Sudduth.

All present Board members were in favor. The Resolution is spread on the minutes as follows:

**RESOLUTIONS OF THE BOARD OF COMMISSIONERS OF THE PASCAGOULA
REDEVELOPMENT AUTHORITY APPROVING TRANSFER OF CERTAIN
REAL PROPERTY OWNED BY THE
PASCAGOULA REDEVELOPMENT AUTHORITY
AND RELATED MATTERS**

WHEREAS, the City Council of the City of Pascagoula (“City”), by resolution dated the 5th day of April, 2011, adopted an Urban Renewal Plan that includes as a separate exhibit the Pascagoula Urban Renewal Property Disposition Plan (collectively, the “Plan”) and established an urban renewal agency for the City known as the Pascagoula Redevelopment Authority (“PRA”) pursuant to Section 43-35-1 et seq. of the Mississippi Code of 1972, as amended; and

WHEREAS, pursuant to the aforesaid resolution, the City Council vested in the PRA certain rights, powers, functions, and duties, for executing the Plan in accordance with Section 43-35-1 et seq. of the Mississippi Code of 1972, as amended, and the provisions of the Plan, including the authority to pursue economic development initiatives for properties belonging to the City or the PRA; and

WHEREAS, the PRA has acquired title to a tract or parcel of land, with such improvements as are located thereon, consisting of approximately 0.8 acres and being located in a portion of that property known as the “Riverfront Addition” in Pascagoula, Mississippi (the “Property”) the purpose of undertaking economic development thereof and all other powers and authority with regard to such property as granted to it by the resolution of the City Council dated the 5th day of April, 2011, the Plan, and Section 45-35-1 et seq. of the Mississippi Code of 1972, as amended, including disposition of the property as allowed for therein and in accordance with the Plan; and

WHEREAS, the PRA determined to sale the Property pursuant to competitive bidding procedures in accordance with the Plan and Section 45-35-19 of the Mississippi Code of 1972, as amended, and such procedures were followed by the PRA prior to the receipt of a proposal from Bozo’s Dockside, LLC (“Buyer”) to acquire the Property; and

WHEREAS, the Board of Commissioners (“Board”) of the PRA has evaluated all competitive bids received and determined that it is in the public interest and in furtherance of the purposes of the Plan and Sections 43-35-1 et seq. of the Mississippi Code of 1972, as amended, to accept an offer from the Buyer to purchase the Property from the PRA based upon terms of a Purchase and Sale Agreement (“Agreement”) to be further negotiated with the Buyer to include certain representations, warranties, and covenants, including but not limited to the following: (1) the payment of Ten Thousand and No/100 Dollars (\$10,000.00) of cash by the Buyer to the PRA at closing; (2) a covenant that the Buyer will, within two (2) years of entering into an agreement for purchase of the Property, invest in the Property Four Hundred Thousand and No/100 Dollars (\$400,000.00) in development and construction costs to construct a restaurant containing at least five thousand (5,000) square feet of inside and outside usable restaurant space and seat at least 175 restaurant patrons; and (3) a covenant that the Buyer will, within three (3) years of entering into an agreement for purchase of the Property, create at least ten (10) full-time equivalent jobs at the restaurant to be constructed on the Property; and

WHEREAS, the Board of the PRA has decided to accept the Buyer's bid based upon the fact that it was the most attractive due to the price offered and the opportunity to sale the Property to an existing and successful business that would make a permanent investment in the area covered by the Plan with intentions to expand their operations there in the future; and

WHEREAS, at its public meeting held on the date stated below, and in accordance with Section 45-35-19(b) of the Mississippi Code of 1972, as amended, the PRA has notified its governing body, the Board, of its intention to accept the proposal from the Buyer and execute the Agreement for sale of the Property after the conclusion of negotiations with the Buyer; and

WHEREAS, the Board of the PRA has determined that a disposition of the Property to the Buyer based upon the facts stated and for the purposes discussed herein is in accordance with the Plan and the powers delegated to the PRA by Section 45-35-1 et seq. of the Mississippi Code of 1972, as amended.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The statements set forth in the foregoing preambles to this resolution are hereby found as fact.

SECTION 2. The Board hereby ratifies, confirms, approves and adopts the attached Agreement in substantially the form presented to the Board at this meeting, as well as the sale of the Property in accordance with the terms of the Agreement, which terms are determined by the Board to be for an amount not less than the Property's fair value for uses in accordance with the Plan, taking into account and giving consideration to the uses provided in the Plan, the restrictions upon, and the covenants, conditions and obligations assumed by the Buyer purchasing the property, and the objectives of the Plan.

SECTION 3. Following the expiration of thirty days (30) from the date of this meeting as required by Section 45-35-19(b) of the Mississippi Code of 1972, as amended, the Chairman of the PRA is authorized and directed in the name of and on behalf of the PRA to execute the Agreement with such changes, additions or deletions as he shall deem necessary or advisable in consultation with counsel and to execute all other documents necessary for the PRA to sale the Property in accordance with the Agreement, including but not limited to a special warranty deed from the PRA to the Buyer, in accordance with the Agreement and all powers and authority vested in the PRA as granted to it by the resolution of the City Council dated the 5th day of April, 2011, the Plan, and Section 45-35-1 et seq. of the Mississippi Code of 1972, as amended.

SECTION 4. All actions taken by the officers or Commissioners of PRA prior to the date of these resolutions in connection with the Agreement and the related sale of the Property are hereby ratified, confirmed and approved as the authorized acts and deeds of the PRA.

The foregoing Resolution approving the sale of the Property was made on motion by Commissioner Jim Estabrook seconded by Commissioner Alan Sudduth and unanimously adopted by those present on this the 19th day of October, 2015.



Henry Fox, Chairman
Pascagoula Redevelopment Authority

ATTEST:

Celine Walker, Secretary
Pascagoula Redevelopment Authority

The next item for considerations was the Riverfront Dock. After discussion, Estabrook made a motion to recommend the Pascagoula River Boat Dock Option 8A as presented by Compton Engineering to the City Council. The motion was seconded by Grimes.

All present Board members were in favor. The options are spread on the minutes as follows:

**Pascagoula
River Boat Dock
Probable Cost – Option 7
Wood Piling**

Mob/Demob		\$ 25,000.00
Dredging	500 cy @ \$40/cy	\$ 20,000.00
Wood pile (30'-46') main pier	3,850 lf @ \$30/lf	\$ 115,500.00
35' Wide pier/Deck	200 lf @ \$1,050/lf	\$210,000.00
(includes stringers, brace, supports, decking)		
Pile	1500 lf @ \$25/lf	\$ 37,500.00
Mooring pile	500 lf @ \$30/lf	\$ 15,000.00
3' wide finger piers	150 lf @ \$150/lf	\$ 22,500.00
(includes stringers, brace, supports, decking)		
Contingency (10%)		<u>\$ 44,550.00</u>
		\$490,050.00

**Pascagoula
River Boat Dock
Probable Cost – Option 7A
Concrete Piling**

Mob/Demob		\$ 25,000.00
Dredging	500 cy @ \$40/cy	\$ 20,000.00
Concrete pile (30'-46') main pier	3,850 lf @ \$50/lf	\$ 192,500.00
35' Wide pier/Deck	200 lf @ \$1,050/lf	\$210,000.00
(includes stringers, brace, supports, decking)		
Pile	1500 lf @ \$45/lf	\$ 67,500.00
Mooring pile	500 lf @ \$45/lf	\$ 22,500.00
3' wide finger piers	150 lf @ \$150/lf	\$ 22,500.00
(includes stringers, brace, supports, decking)		
Contingency (10%)		<u>\$ 57,980.00</u>
		\$617,980.00

**Pascagoula
River Boat Dock
Probable Cost – Option 8
Wood Piling**

Mob/Demob		\$ 25,000.00
Dredging	500 cy @ \$40/cy	\$ 20,000.00
Wood pile (Deck)	2900 lf @ \$30/lf	\$ 87,000.00
24' wide deck	200 lf @ \$800/lf	\$160,000.00
(includes stringers, brace, supports, decking)		
Pile/Mooring Pile	1200 lf @ \$25/lf	\$ 30,000.00
EZ Dock	120,000 lump sum	\$120,000.00
Contingency (10%)		<u>\$ 44,200.00</u>
		\$486,200.00

ADDITIONAL DOCK SPACE

Additional Floating Dock (370 lf +/-)		\$290,000.00
Piling	2,250 lf @ \$25/lf	<u>\$ 56,250.00</u>
		\$346,250.00

**Pascagoula
River Boat Dock
Probable Cost – Option 8A
Gangway**

Mob/Demob		\$ 25,000.00
Dredging	500 cy @ \$40/cy	\$ 20,000.00
Concrete pile (Deck)	2,900 lf @ \$50/lf	\$145,000.00
24' wide deck (includes stringers, brace, supports, decking)	200 lf @ \$800/lf	\$160,000.00
Pile/Mooring Pile	1,200 lf @ \$50/lf	\$ 60,000.00
EZ Dock	120,000 lump sum	\$120,000.00
Contingency (10%)		<u>\$ 53,000.00</u>
		\$583,000.00

ADDITIONAL DOCK SPACE

Additional Floating Dock (370 lf +/-)		\$290,000.00
Piling	2,250 lf @ \$50/lf	<u>\$112,500.00</u>
		\$405,500.00



1
X8
PROPOSED SITE PLAN - OPTION 8
SCALE: 1" = 20'-0"

X8	REVISIONS	DATE	BY
SPECIAL NOTES 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PASCAGOULA SPECIFICATIONS AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.	SCALE: AS NOTED JOB NO.: 213-038-023 DATE: JULY 2015 DESIGN: G. CLEMENS DRAWING BY: T. PARKER CHECKED: T. PARKER APPROVED:		

CITY OF PASCAGOULA
RIVER BOAT DOCK
 PASCAGOULA, MISSISSIPPI
 PROPOSED SITE PLAN - OPTION 8



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

Shannon Strunk left the meeting at 4:09 PM.

Estabrook moved to close the meeting to consider going into Executive Session. The motion was seconded by Sudduth.

All present Board members were in favor.

Estabrook moved to go into Executive Session for the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands. The motion was seconded by Grimes.

All present Board members were in favor.

Estabrook moved to end Executive Session and return to open session. The motion was seconded by Grimes.

All present Board members were in favor.

There being no further business to come before the Board, Grimes moved to adjourn the meeting. The motion was seconded by Sudduth.

All present Board members were in favor.

The meeting ended at 5:15 PM.