



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 3, 2017

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 p.m. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of minutes - for September 19th & 20th, 2017.

Code Enforcement / Ordinances

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Ordinance - amending Section 2-80(C) of the Code of Ordinances of the City of Gulfport, Mississippi, regarding boat slip rental fees in the Harbor, and for related purposes.

Resolutions

- 4 Order by The Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 1600 18th Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County,

and identified Parcel Number 0811G-03-026.000.

- 5 Resolution - approving agreement between the City of Gulfport and Mississippi Gulf Coast Community College, for training services for employees of the City of Gulfport, and to authorize the Mayor to execute the same.
- 6 Resolution - approving Third Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and AT&T / New Cingular Wireless, PCS, LLC, (Licensee) allowing for installation, maintenance and operation of certain radio communications equipment on Gulfport's Water Tank located on 200 E. Each Beach Boulevard and authorizing the Mayor to execute the same.
- 7 Resolution - declaring certain police equipment to be surplus property which is no longer used or needed by the Municipality and declared to have no value to the Municipality and authorizing donation of said items of Municipal personal property to the Hancock County Sheriff's Department, and for related purposes.
- 8 Resolution - authorizing an expenditure representing Gulfport's share of the local match funds for the Federal Earmark Grant to develop a multimodal corridor project at the CSX rail line in Harrison County, and for related purposes.
- 9 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.
- 10 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Services Department and for related purposes.
- 11 Request - to transition from KRONOS Time Management to MUNIS Executime System.

Budget Amendments / Docket of Claims

- 12 Budget Amendment #1 - to transfer funds for the Flat Branch/Qubbie Creek Emergency Watershed Protection Project.
- 13 Budget Amendment #2 - to transfer funds for the Highway 49 Orange Grove Rehabilitation Sewer Project (Nugent Church).
- 14 Docket of Claims - to be approved through October 4, 2017.

Routine Agenda

- 15** Ratification - of final judgment and executed settlement agreement with Team Waste of Mississippi, LLC. and Harrison County Utility Authority - to be made a part of the minutes.
- 16** Ratification - of executed Mutual Aid Agreement with Rockport, Texas for hurricane recovery - to be made a part of the minutes.
- 17** Ratification - of Memorandum of Agreement with the Harrison County Utility Authority - to be made a part of the minutes.
- 18** Ratification - of Amendment #1 to the Memorandum of Lease Agreement between the City of Gulfport and The John C. Robinson Brown Condor Association - to be made a part of the minutes.
- 19** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 20** Privilege License Report - issued during the month of August 2017 - Finance Department - to be made a part of the minutes.
- 21** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
- 22** Request - for approval of petty cash accounts for fiscal year 2018 - to be made a part of the minutes.
- 23** Letter of Recommendation - regarding Term Contract Renewal Option, Groups: C, C1, C3, C8, J2, K, N, P, P3, and Z - to be made a part of the minutes.
- 24** Legal Notice - advertisement for bids for Term Contracts, Groups: C2A, J, and J1.
- 25** Legal Notice - advertisement for bids related to the Ship Island Ferry Terminal (Pavilion and Pier) Project.

Public Agenda

- **Citizen Forum - Up to thirty minutes shall be allowed for public input with a three minute time limit on each speaker.**

Council Comments

Memorial Adjournment

- Rev. Cornelius Hilliard, Jr.
- Ms. Mattie C. Jones
- Mr. Benny Earl Swangain
- Mr. Tito Avery

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 09/27/2017

Subject: Approval of minutes - for September 19th & 20th, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 09/22/2017

Subject: Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: September 22, 2017

Re: Resolutions to declare property in a state of uncleanliness and a menace to the public health and safety of the community and to authorize lot clean-up and/or demolitions, and for the authority to advertise for bids to be presented to the City Council on the 3rd day of October, 2017.

Please place the attached item on the Council agenda for October 3, 2017.

Subject: Code Enforcement Resolutions to Advertise for Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: September 22, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 3rd day of October, 2017, to the City Council:

WARD 1

- Parcel 1: 0710G-01-119.000. Lot 7, Rolling Meadows Subd. Unit 6 – Danube Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bailey Homes Inc.)
- Parcel 2: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. – 1915 44th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sailors)
- Parcel 3: 0710I-05-088.000. Lot 254, Villa Del Rey Subd. – 3618 Reynosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (American Pride Properties LLC)
- Parcel 4: 0711I-02-106.001. Lot 20, Blk. 8, Edgewater Park Subd. – 3614 9th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bell)
- Parcel 5: 0711I-02-106.000. Lots 18-19, Blk. 8, Edgewater Park Subd. - 3614 9th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bell)
- Parcel 6: 0710I-02-078.000. Lot 120, Villa Del Rey Subd. – 3513 Bonita Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griffith)
- Parcel 7: 0710I-01-045.000. Lot 132, Rolling Meadows Subd. Unit #4 – 4512 34th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Banks)
- Parcel 8: 0710I-04-025.000. Lot 106, Villa Del Rey Subd. – 3514 Bonita Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boose)

WARD 2

- Parcel 9: 0911B-01-006.000. 402 Wagatha Lane. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nadeau)
- Parcel 10: 0911B-01-010.000. Courthouse Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Faler LLC)
- Parcel 11: 1011D-01-025.000. Lots 51-52, Lakeland Subd. – 167 Oleander Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Mozingo)

WARD 3

- Parcel 12: 0810F-02-075.000. Lots 13-14, Blk. 365, North Gulfport – Jefferson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams)
- Parcel 13: 0810F-01-107.000. Lots 28-30 Inc., & The W 6 Ft. of Lot 31, Blk. 250, North Gulfport. – 15114 MLK Jr. Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pettis)
- Parcel 14: 0810C-03-005.000. 15130 Tyler Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Johnson Est.)
- Parcel 15: 0811B-01-017.000. Lots 14-16 Inc., Blk. 2, Arlington Heights Add. – 2709 14th Avenue. Remove all trash and miscellaneous debris from site. (Taylor)

- Parcel 16: 0811G-04-004.000. N 70 Ft. of Lots 12-14 Inc., Blk. 22, Soria City – 1615 22nd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bridges)
- Parcel 17: 0811H-05-025.000. Lots 9-10, Blk. 17, Soria City - 19th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nelson Sr.)
- Parcel 18: 0910M-03-018.000. Lots 35-36, Blk. 24, Myrtle Resurvey – 809 29th Avenue. Remove tree off fence, unsafe condition. (Perry)
- WARD 4**
- Parcel 19: 0910C-01-029.000. Lot 8, Blk. 64, Gulfport Bayou View Subd. – 4805 Washington Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Barnett)
- WARD 5**
- Parcel 20: 0808N-02-025.000. Lot 4, Blk. 13, Bel-Aire Subd. 6th Add. – 106 Donna Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Mora)
- Parcel 21: 0908N-05-001.180. Lot 129, Forest North Subd. Ph. 4 - 10668 East Bay Tree Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vereen)
- WARD 6**
- Parcel 22: 0808H-01-028.001. Lot 87, Olivet Subd. 2nd Add. – 303 Mary Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nutter & Co.)
- Parcel 23: 0908D-01-035.000. Lot 15, Windsong Subd. Phase 1 NW 1/4 – 13423 Windsong Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (JP Morgan Chase)
- WARD 7**
- Parcel 24: 0808L-01-070.000. Lots 12-14 Inc., Blk. 26, Gulf & Ship Island Dev. Co. – 15363 6th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 25: 0808K-03-116.000. 15174 Dedeaux Road. Remove broken fence from site. (Buntyn Prop. LLC)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 3rd day of October, 2017, the following Resolution:

A RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and members of the Council of the City of Gulfport finds, determines, and adjudicates, based upon the investigation of the City's Department of Urban Development Code Enforcement Division, that the parcels of land described below are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Gulfport, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the Department of Urban Development Code Enforcement Division and recommended by them for adjudication as being parcels in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community are as follows:

WARD 1

- Parcel 1: 0710G-01-119.000. Lot 7, Rolling Meadows Subd. Unit 6 – Danube Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bailey Homes Inc.)
- Parcel 2: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. – 1915 44th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sailors)
- Parcel 3: 0710I-05-088.000. Lot 254, Villa Del Rey Subd. – 3618 Reynosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (American Pride Properties LLC)
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- Parcel 5: 0711I-02-106.000. Lots 18-19, Blk. 8, Edgewater Park Subd. - 3614 9th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bell)
- Parcel 6: 0710I-02-078.000. Lot 120, Villa Del Rey Subd. – 3513 Bonita Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griffith)
- Parcel 7: 0710I-01-045.000. Lot 132, Rolling Meadows Subd. Unit #4 – 4512 34th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Banks)
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from site. (Boose)

WARD 2

- Parcel 9: 0911B-01-006.000. 402 Wagatha Lane. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nadeau)
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- Parcel 18: 0910M-03-018.000. Lots 35-36, Blk. 24, Myrtle Resurvey – 809 29th Avenue. Remove tree off fence, unsafe condition. (Perry)

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- Parcel 19: 0910C-01-029.000. Lot 8, Blk. 64, Gulfport Bayou View Subd. – 4805 Washington Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Barnett)

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- Parcel 20: 0808N-02-025.000. Lot 4, Blk. 13, Bel-Aire Subd. 6th Add. – 106 Donna Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Mora)
- Parcel 21: 0908N-05-001.180. Lot 129, Forest North Subd. Ph. 4 - 10668 East Bay Tree Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Vereen)

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- Parcel 22: 0808H-01-028.001. Lot 87, Olivet Subd. 2nd Add. – 303 Mary Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nutter & Co.)
- Parcel 23: 0908D-01-035.000. Lot 15, Windsong Subd. Phase 1 NW 1/4 – 13423 Windsong Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (JP Morgan Chase)

WARD 7

- Parcel 24: 0808L-01-070.000. Lots 12-14 Inc., Blk. 26, Gulf & Ship Island Dev. Co. – 15363 6th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 25: 0808K-03-116.000. 15174 Dedeaux Road. Remove broken fence from site. (Buntyn Prop. LLC)

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount

of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 09/26/2017

Subject: Ordinance - amending Section 2-80(C) of the Code of Ordinances of the City of Gulfport, Mississippi, regarding boat slip rental fees in the Harbor, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-80(C) OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating the use and operation of the Bert Jones Yacht Basin in the City of Gulfport, which ordinances have been codified at Chapter 2, Article III of the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, Chapter 2, Article III, and specifically, Section 2-80 of the Cod of Ordinances, which governs slip rental rates and related matters, is in need of amendment to provide a reduced slip rental rate for bona fide not for profit and/or tax exempt entities; and

WHEREAS, the governing authority of the City of Gulfport finds that amendment of the Ordinance, as provided for herein, will promote and encourage the use of the Bert Jones Yacht Basin and allow for greater use of the Yacht Basin by tax exempt entities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the Code of Ordinances of the City of Gulfport, Mississippi, is hereby amended by amending Section 2-80 of the Code of Ordinances by adding a new paragraph (paragraph 3) to Section 2-80(C), as follows:

(C)(3). Tax Exempt Rate: The monthly slip rent for permanent dockage for a vessel owned by a tax exempt organization is due and payable monthly in advance and is established as \$3.00 per linear foot of the vessel based on its Length Overall (LOA) as contained in documentation concerning the vessel issued by the United States Coast Guard (USCG) or the State of Mississippi. The tax exempt organization shall also pay the electricity charge and environmental fee as set forth in Paragraph (A)(2) and (A)(3) respectively. To qualify for the tax exempt rate set forth herein, an organization must present to the Harbor Master proof and/or documentation from the Internal Revenue Service that it is, in fact, a tax exempt entity under the applicable statutes and regulations of the Internal Revenue Service (i.e., a 501(c) entity). Should the organization lose its tax exempt status, it is no longer eligible for the reduced slip rent set forth herein.

SECTION 4. All provisions of Chapter 2 of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2017.

APPROVED:

MAYOR



DEPARTMENT OF
LEISURE SERVICES
Gulfport Municipal Marina
P.O. Box 340
Gulfport, MS 39502
Phone: 228-867-8721
Fax: 228-867-8723
harbor@gulfport-ms.gov

9/21/17

TO: Gus Wesson, Director, Dept of Leisure Services

FROM: George Manemann, Harbormaster

SUBJECT: Establishing New Dockage Rate for Non-Profits

Dear Mr. Wesson,

In January of this year, and again on 9/21/17, I spoke at length with a Capt. Buddy Puryear and his associates who represent The Mercy Project, a non-profit medical and pharmacy vessel (see attached) whose mission is to visit disadvantaged areas for the purpose of providing disaster relief at ports and countries where those services may be or are presently needed.

This is a worthy mission that not only provides free medical care to the underprivileged in third-world and even our country, but it also brings with it a great contribution to our City as a valued partner in our efforts to help and assist our own neighbors in times of need.

In the meeting of 9/21/17, Mayor Billy Hewes was also in attendance and he, too, agreed that the Mercy Project is surely a worthy mission and one that he – as with me – would like to see permanently home ported in our Marina.

With all that said, I am requesting that you seek approval through City Legal and City Council for me to establish a rental (dockage) rate of \$3.00 per linier foot of vessel for the Mercy Project and for other approved non-profits who might approach the City with a similar mission.

If we can get this rolling onto the next City Council Agenda of 10/3/17 where approval of the \$3.00 per foot rate would be sought, that will be extremely beneficial to all parties connected to this new opportunity for the City to highlight itself as a contributor to those less fortunate than ourselves.

With my thanks...

A handwritten signature in blue ink, appearing to read "George Manemann", written in a cursive style.

George Manemann
Harbor Master
City of Gulfport Municipal Marina



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Economic Development

Date: 09/19/2017

Subject: Order by The Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 1600 18th Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified Parcel Number 0811G-03-026.000.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Order:

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5(2), (REV. 2003, AS AMENDED), AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED REDEVELOPMENT DISTRICT, SOUTH OF THE CSX RAILROAD TRACKS EXTENDING FROM THE WESTERN CITY BOUNDARY TO THE EASTERN CITY BOUNDARY OF THE NEWLY CONSTRUCTED STRUCTURE LOCATED AT 1600 18TH AVENUE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0811G-03-026.000

WHEREAS, Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) provides authority for the Mayor and City Council “in their discretion [to] exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations to structures lying within a designated business improvement district, urban renewal district or redevelopment district, as determined by the municipality, but only in the event such structure shall have been constructed, renovated or improved pursuant to the requirements of an approved project of the municipality for the development of the business improvement district, urban renewal district or redevelopment district. The tax exemption authorized herein may be granted only after written application has been made to the governing authorities of the municipality by any person, firm or corporation claiming the exemption, and an order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated business improvement district, urban renewal district or redevelopment district”; and

WHEREAS, on December 2, 2014, pursuant to this authority, and for the purposes of promoting restoration, revitalization, and preservation in the southern most portion of the City, ravaged by Hurricane Katrina, the Governing Authority of the City of Gulfport adopted Ordinance No. 2805 establishing a “Tax Incentive Program for Redevelopment District to Promote Commercial and Residential Redevelopment and Revitalization” (herein after “Program”), which provided for the application and approval of ad valorem tax exemptions on the increase in assessed value related to building improvements, excluding taxes for school district purposes for a designated historic district that includes the area south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary in the City of Gulfport; and

WHEREAS, for purposes of the Program, the District Boundaries were identified, and previously approved by the Governing Authority as follows:

“Properties south of the CSX railroad track, from the Western City Boundary to the Eastern City Boundary, in Gulfport, Mississippi. The District shall exclude the Downtown District and the property identified as Centennial Plaza.”;

and

WHEREAS, Southern Ready Mix, LLC, owner of the property located at 1600 18th Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0811G-03-026.000, has completed the construction of a new residence by and through JHS Enterprises, Inc., and has requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as **Exhibit “A”**; and

WHEREAS, Article III, Section 3.3 of Ordinance No. 2805 establishes the procedure for calculating the increase in assessed value qualifying for tax exemption as the “assessed value of

the improvements (if any) on the parcel for the year prior to the renovation, restoration, or new construction being completed and assessed, and subtracting that from the assessed value of the improvements completed and assessed on the parcel for the then current year (after completion and re-assessment) and the tax rate applicable to the land, and the assessed value of the land for any individual year shall not be affected by the exemption of the increased value of improvements”; and

WHEREAS, the Economic Development Department has recommended full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years, which improved value shall be determined by the Office of the Harrison County Tax Assessor, and subsequently presented to the Governing Authority by the Economic Development Department; and

WHEREAS, Miss. Code Ann. §17-21-7 (Rev. 2003, as amended) gives the Board of Supervisors of Harrison County the same authority to exempt ad valorem taxes upon receipt of the exemption Order by the municipality under Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) and the Harrison County Board of Supervisors shall be requested to grant the same exemptions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Order be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 1600 18th Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0811G-03-026.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owner of the above referenced property, Southern Ready Mix, LLC, has presented proof of ownership and eligibility to the City of Gulfport, and has submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of Four Hundred Sixty Thousand and 00/100 Dollars (\$460,000.00) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

SECTION 4. That the increase in assessed value of the property, once determined by Harrison County Tax Assessor shall be presented to the Governing Authority by the Economic Development Department, and after recordation in the Official Minutes, the Municipal ad valorem taxes assessed for the increase in value should be and hereby is approved for abatement for a period of seven (7) consecutive years, contingent on final approval from the Harrison County Tax Assessor.

SECTION 5. That a copy of this Order, including the Owner’s application, should be transmitted to the Harrison County Tax Assessor for final approval.

SECTION 6. This Order shall be published according to law, and in the best interest of revitalization and restoration of the City of Gulfport, it shall take effect immediately upon passage, except that if it passes by less than seven (7) unanimous votes of the City Council, then it shall take effect thirty (30) calendar days after passage.

THE ABOVE AND FOREGOING ORDER, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2016.

APPROVED:

MAYOR



**ECONOMIC
DEVELOPMENT**

August 31, 2017

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

City of Gulfport Administration and City Council
City Hall
2309 15th St.
Gulfport, MS 39501

City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for Southern Ready Mix, LLC/Allen Butts

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to confirm that Southern Ready Mix LLC/Allen Butts have met all qualifications and processes for the Hwy. 90 Tax Abatement at their new home at 1600 18th Ave., Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached. All necessary fees and applications are received and attached.

Sincerely,

A blue ink signature of David L. Parker, written in a cursive style. The signature is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

Gulfport Tax Abatement Program

Mississippi Code Annotated Section 17-21-5 provides the Mayor, City Council and Board of Supervisors authority to abate ad valorem taxes for a period of not more than seven (7) years for any privately owned new structures and any renovations to structures lying within a designated district.

Projects are reviewed and eligibility is determined on an individual basis.

Project submission guidelines:

- (1) For projects owned by corporations, a resolution from the board of directors authorizing the company to make the abatement request and designation of a primary contact, as well as an asset list or itemized construction contract with payment documentation for the project must be submitted once the project is complete*. For projects owned by individuals or non-corporate partnerships, a letter from all owners requesting an application for abatement for a project and designation of a primary contact, as well as an asset list or construction contract for the applicant project must be submitted once the project is complete. In all cases, submissions must be received prior to March 1 for consideration for the following year's exemption.
- (2) Applications are submitted in triplicate, after which they are forwarded (prior to June 1 for following year's tax exemption) to the governing bodies (Gulfport City Council and Harrison County Board of Supervisors) with a recommendation** that the project has been (1) approved by the organization and meets the state statute, (2) approved by the organization and is recommended for approval by the governing bodies, or (3) denied by the organization and is recommended for denial by the governing bodies. Recommendations are based on an established set of criteria (attached) by which all projects are evaluated. Recommendations are not binding; governing authorities have the right to accept or reject any recommendation made by the organization.
- (3) Once approved by governing bodies, the requests for exemption are forwarded to the Mississippi State Tax commission, at which point the Commission responds to the board officially approving or denying the application based on the state statute
- (4) Once approved by the Mississippi State Tax Commission, the governing bodies must officially grant the abatement.
- (5) Final approvals are forwarded to the Tax Assessor, at which point tax bills are adjusted for the appropriate period of time.

In the event that a project is presented prior to the commencement of construction, the governing bodies may consider entering into a Memorandum of Understanding regarding the potential abatement of taxes for the subject project. If such consideration is requested, please contact the Gulfport Economic Development office for instructions regarding required documentation and procedures.

*Project completion is defined by issuance of a certificate of occupancy for the applicant project. Asset lists or construction contracts are used to determine level of investment (financial) of the applicant project.

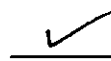
**Recommendations may be for any percentage of abatement and period of time less than seven years. Recommendations may also be for less than seven years with a provision that the project must be resubmitted for the remaining eligible term, at which time the project will be re-evaluated.

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:



Certified by City of Gulfport Urban Development Department as a SmartCode project



Meets basic requirements and principles of SmartCode



Determination by City of Gulfport Urban Development Department that the project is not a SmartCode Project

If a partial abatement* is granted with opportunity allowed for consideration for full abatement, the following criteria may be considered in addition to other factors not specified within this document.

Occupancy:



Percentage of occupancy at time of re-submittal



Number of occupants at time of re-submittal

*Eligibility duration may be comprised of two terms which may include a requirement for re-submittal and evaluation of the project for continued eligibility.

Renovation Project Abatement Criteria

Please mark the blank beside each option which applies to your project and provide supporting documentation.

Historical relevance and adherence to Secretary of Interiors Guidelines and Occupancy Plan:

- ☐ National Register status, historic property or contributing to historic district designation AND renovation design meets Secretary of Interior Standards for Rehabilitation
- ☐ National Register status historic property or contributing to historic district designation AND renovation design does not meet Secretary of Interior Standards for Rehabilitation but renovations are approved by design review committee
- ☐ Property has not received National Register status, historic property or contributing to historic district designation but renovations are approved by design review committee

If a partial abatement* is granted with opportunity allowed for consideration for full abatement, the following criteria may be considered in addition to other factors not specified within this document.

Occupancy:

- ☐ Percentage of occupancy at time of re-submittal
- ☐ Number of occupants at time of re-submittal

Application Checklist

Please complete and sign this document with submittal of the documents listed below.

- _____ Resolution from board of directors authorizing application (if corporate entity) or letter from all owners of applicant property requesting consideration.
- _____ Proof of Ownership (must include names of all members of partnerships and LLC's)
- _____ Asset list, itemized construction contract, or project financial summary and payment documentation for applicant project
- _____ Most recent property assessment

Application Summary

Applicant Name*: Southern Ready Mix LLC / ALLEN BUTTS

Applicant Property Address: 1600 18th AVE GULFPORT MS 39452

Applicant Mailing Address: PO BOX 281 LUCEDALE MS 39452

Applicant Phone Number: 601-508-6535 Email: ALB1900@CABLEONE.NET

Please select one: Renovation Project New Construction Project

Estimated Project Amount: 460,000.00 Application Submission Date: 7-14-17

Estimated Project Start Date: _____ Project Completion Date**: 6-14-17

*Include Company or LLC name as well as the name of the designated primary contact if applicant is not sole-owner of the applicant property.

**Project completion date is the date of issuance for the certificate of occupancy.

By signing this application, the undersigned acknowledges that the above information and information within the application for ad valorem tax abatement is true, correct and complete to the best of his/her knowledge.

7-14-17

Date

Allen Butts

Applicant Signature

1600 18th ave tax abatement paperwork

JJ Harris [jmh75@mac.com]

Sent: Friday, July 28, 2017 2:31 PM**To:** David Parker**Attachments:** 18th ave property tax 2016.pdf (85 KB) ; Harris Cost Sheet 2 story.xlsx (26 KB) ; CO.pdf (286 KB)

Hi Mr. Parker,

I've been asked by the purchaser of the home I built at 160018th ave. in Gulfport to forward you the following documents. 2016 property tax record(pre-construction), copy of the certificate of occupancy and a detailed cost to build accounting. Attached are all three. Please contact me if you have any questions.

JJ Harris
JHS Enterprises Inc.
228-596-8821
jmh75@mac.com



CONFIDENTIALITY NOTE: The information contained in this transmission is privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify the sender of the error and then delete it.

Certificate of Occupancy
Department of Urban Development
BUILDING CODE SERVICES
1410 24th Avenue
William H. Hardy Building
Gulfport, MS 39501
X Permanent Temporary

This Certificate issued pursuant to the requirements of the International Residential Code 2012 Edition certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification NEW SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201602658

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. JHS ENTERPRISES INC

Owner's Mailing Address 1808 15TH STREET

Owner's City, State, Zip GULFPORT, MS 39501

Building Address 1600 18TH AVENUE

Date: 06/14/2017

Gary Anderson
Building Official

(BC)

POST IN A CONSPICUOUS PLACE

Date					
9/8/2016					
Name / Address					
Harris spec 2 story					
Job Location					
2nd St. Gulfport, MS					
Qty	Item	Description	Rate	Total	Quote
4155.00	S Plans (S/I)	House Plans (Under Roof)	0.75	3,116.25	
1.00	S Builder's Risk	Builder's Risk Insurance (Under Roof)	1,500.00	1,500.00	
2.00	S Survey	Survey (Each)	350.00	700.00	
1.00	S Permits	Permits (Under Roof)	1,800.00	1,800.00	
1.00	S Purchase Property (S/I)	Cost of Lot (Each)	50,000.00	50,000.00	
1.00	S Water/Sewer Tap Fees (S/I)	Water Tap Fee (Each)	600.00	600.00	
1.00	S Water/Sewer Tap Fees (S/I)	Sewer Tap (Each)	300.00	300.00	
1.00	S Lot Clearing (S/I)	Lot Clear (Each)	3,000.00	3,000.00	
1.00	S Silt Fence Labor (S/I)	Silt Fence - Labor	150.00	150.00	
1.00	S Silt Fence Matl (S/I)	Silt Fence - Material	150.00	150.00	
300.00	S Found Dirt (S/I)	Foundation Dirt Per Yard	9.00	2,700.00	
1.00	S Utility - Power/Elec	Temp Power Monthly	600.00	600.00	
0.00	S Found Conc Finish Labor (S/I)	MONOLITHIC FOUNDATION (Under Roof)	1.30	0.00	
3427.00	S Found Conc Finish Labor (S/I)	CHAINWALL FOUNDATION (Under Roof)	1.25	4,283.75	
3427.00	S Found Form Matl (S/I)	Foundation Form Material (Under Roof)	1.00	3,427.00	
650.00	S Found Block Labor (S/I)	Block labor (Each)	1.50	975.00	
650.00	S Found Block Matl (S/I)	Block Material (Each)	2.00	1,300.00	
7.00	S Found Block Fill (S/I)	Foundation Block Fill (per yard)	105.00	735.00	
1.00	S Found Pump Trk (S/I)	Pump truck (Each)	800.00	800.00	
1.00	S Pest Control (S/I)	Termite Treatment (Pest Control) (Each)	100.00	100.00	
95.00	S Found Conc Matl (S/I)	Foundation Concrete Material Per Yard	105.00	9,975.00	
1.00	S Landscape Rough Grade (S/I)	Rough Grade around Foundation (Each)	500.00	500.00	
1.00	S Int Decorator	Interior Decorator	200.00	200.00	
4155.00	S Framing Loose Lumber (S/I)	Estimate By Garlon (Framing) (Under Roof)	4.25	17,658.75	
3427.00	S Framing Roof Truss Mat (S/I)	Roof Truss Material (under beam)	2.75	9,424.25	
728.00	S Framing Floor Trusses (S/I)	Floor Trusses	2.00	1,456.00	
6.00	S Framing Ext. Columns/Beams	External Columns & Beams (Mtl)	250.00	1,500.00	
4155.00	S Framing Labor (S/I)	Framing Labor -- 2 Story house	4.25	17,658.75	
4155.00	S Soffit/Fascia Material (S/I)	Soffit/ Fascia - Material	0.30	1,246.50	
1.00	S Soffit/Fascia Labor (S/I)	Soffit/ Fascia - Labor	2,200.00	2,200.00	
4320.00	S Ext Veneer Hardi-Plnk Lbr (S/I)	Hardi-Plank Labor (Wall Space)	1.35	5,832.00	
4500.00	S Ext Veneer Hardi-Plnk Mtl (S/I)	Hardi-Plank Material (Wall Space)	2.25	10,125.00	
4320.00	S Paint Exterior (S/I)	Paint labor for Hardi Siding (Wall Space)	1.50	6,480.00	
5.00	S Ext. Doors (S/I)	Exterior Doors (1,000 per door)	850.00	4,250.00	
26.00	S Ext. Windows (S/I)	Windows (250 per window w/ install)	250.00	6,500.00	
362.00	S Ext Veneer Stucco Lbr/Mtl (S/I)	Stucco (Labor & Material)	5.50	1,991.00	
1500.00	S Ext Veneer Brick Matl (S/I)	Brick and Mortar cost (Wall Space) Outside	0.48	720.00	
4.00	S Ext Veneer Brick Matl (S/I)	Brick and Mortar For Steps	100.00	400.00	
1500.00	S Ext Veneer Brick Labor (S/I)	Labor to install brick (Wall Space) Outside	0.30	450.00	
1.00	S Ext Veneer Brick Labor (S/I)	Install fireplace surround	200.00	200.00	
4.00	S Ext Veneer Brick Labor (S/I)	Labor to install brick (per brick step section)	100.00	400.00	
2.00	S Found Dirt (S/I)	Mason sand for brick	400.00	800.00	
584.00	S Porch Ceiling "Material"	Material for porch ceilings stained t&g	2.10	1,226.40	
584.00	S Porch Ceiling "Labor"	Labor to install porch ceilings stained t&g	1.10	642.40	
584.00	S Paint Exterior (S/I)	STAIN PORCH CEILINGS	2.00	1,168.00	
20.00	S Plumb Contract Labr/Mtl (S/I)	Plumbing Drops (Per Drop)	475.00	9,500.00	
4.00	S Plumb Contract Labr/Mtl (S/I)	Plumbing Drops (Per Drop)	475.00	1,900.00	
4155.00	S Elec Contract Labr/Matl (S/I)	Electrical (labor and materials)-\$2.50 per sq	2.50	10,387.50	
45.00	S Elec Contract Labr/Matl (S/I)	Recess Cans (Each)	35.00	1,575.00	
6.50	S HVAC (S/I)	HVAC Per ton	1,650.00	10,725.00	
1.00	S Plumb Fixtures (S/I)	Plumbing fixtures (Per Bath)	3,500.00	3,500.00	
2851.00	S Elec Fixtures (S/I)	Electrical fixtures	0.90	2,565.90	

1.00	S Elec Fixtures (S/I)	Electric/Gas Lantern	475.00	475.00	
75.00	S Roofing "Material" (S/I)	Roofing Materials Shingles	95.00	7,125.00	
75.00	S Roofing "Labor" (S/I)	Roofing Labor Per Square Shingles	30.00	2,250.00	
2968.00	S Insulation (S/I)	Insulation Labor & Material	1.50	4,452.00	
415.00	S Sheetrock Matl (S/I)	Sheetrock Material	12.00	4,980.00	
19920.00	S Sheetrock Labor (S/I)	Sheetrock Labor Hang	0.17	3,386.40	
19920.00	S Sheetrock Labor (S/I)	Sheetrock Labor Finish	0.30	5,976.00	
2851.00	S Int Trim Pkg (S/I)	Interior Trim Pkg	1.10	3,136.10	
1.00	S Int Trim Pkg (S/I)	Closet Rods	200.00	200.00	
2851.00	S Int Trim Pkg (S/I)	Interior Trim Lock Out Pkg	0.25	712.75	
25.00	S Int Trim Hardware (S/I)	Interior/Exterior Hardware	45.00	1,125.00	
22.00	S Int Trim Doors (S/I)	Interior Trim/Doors 8' Doors (hollow)	150.00	3,300.00	
3.50	S Int Trim Hardware (S/I)	Bath Hardware (Per Bath)	50.00	175.00	
2851.00	S Int Trim Labor (S/I)	Interior Trim Labor (Heated and Cooled)	1.00	2,851.00	
20.00	S Int Trim Labor (S/I)	Laror to install interior stair treads	50.00	1,000.00	
20.00	S Int Trim Labor (S/I)	Stair tread material and staining	30.00	600.00	
3.00	S Int Trim Labor (S/I)	7.25 base with receptacles per room	50.00	150.00	
2.00	S Int Trim Labor (S/I)	Single piece crown per room	100.00	200.00	
3.00	S Int Trim Labor (S/I)	2 PC crown per room	200.00	600.00	
8.00	S Int Trim Labor (S/I)	Crown headers per door/window	50.00	400.00	
1.00	S Int Trim Labor (S/I)	Large Case opening with Crown Header	120.00	120.00	
2.00	S Int Trim Labor (S/I)	Small Case opening with Crown Header	60.00	120.00	
2.00	S Int Trim Labor (S/I)	Wood shelves in master closet	150.00	300.00	
2.00	S Int Trim Labor (S/I)	Wood shelves in guest	75.00	150.00	
2.00	S Int Trim Labor (S/I)	Cube in closet (per cube)	75.00	150.00	
13.00	S Int Trim Labor (S/I)	Case additional windows	20.00	260.00	
1.00	S Ext Veneer Shutters Mtls (S/	Shutters - Material	50.00	50.00	
1.00	S Paint Exterior (S/I)	Cost to paint pair of shutters	50.00	50.00	
2851.00	S Paint Interior (S/I)	Paint Labor & Material (Interior)	2.40	6,842.40	
596.00	S Paint Interior (S/I)	Paint Labor & Material for GARAGE	1.25	745.00	
1.00	S Paint Exterior (S/I)	Paint Exterior Beams & Columns	500.00	500.00	
1.00	S Paint Exterior (S/I)	Paint Facia and Soffit	1,500.00	1,500.00	
1.00	S Appliances (S/I)	Appliances Gold	2,500.00	2,500.00	
78.00	S Cabinets (S/I)	Cabinets Delivered & Installed (Heated and	210.00	16,380.00	
122.00	S Kitchen Tops Granite (S/I)	Granite Countertops (Bath & Kitchen) 75%	50.00	6,100.00	
1.00	S Bath Tile Labor/Mtl (S/I)	Labor and Material for Master Shower	2,000.00	2,000.00	
1.00	S Bath Tile Labor/Mtl (S/I)	Labor and Material for Master Tub Surround	650.00	650.00	
2851.00	S Flooring (S/I)	All flooring (L&M)	4.25	12,116.75	
20.00	S Flooring (S/I)	Material to install interior stair treads	40.00	800.00	
1.00	S Flooring (S/I)	Tile Backsplash	800.00	800.00	
5.00	S Bath Mirrors (S/I)	Bath Mirrors	100.00	500.00	
1.00	S D'way/Sdwk Cut-In (S/I)	Driveway cut-in (added 05/30/12)	450.00	450.00	
1.00	S D'way/Sdwk Form Matl (S/I)	Form Material for Driveway	300.00	300.00	
15.00	S D'way/Sdwk Conc Matl (S/I)	Driveway Concrete Materials	110.00	1,650.00	
1000.00	S D'way/Sdwk Form Labor (S/I)	Labor to Form and Finish Driveway	0.70	700.00	
1.00	S Ext Garage Door (S/I)	Garage Doors	1,256.00	1,256.00	
1.00	S Landscape Rough Grade (S/I)	Final Grade	500.00	500.00	
2.00	S Landscape Dirt (S/I)	Landscape Dirt (Yard Dirt and/or Top Soil)	300.00	600.00	
1.00	S Landscape Sod/Plants (S/I)	Grass, Plants, Labor & Materials	3,000.00	3,000.00	
0.00	S Landscape Sprinkler (S/I)	Labor & Materials - Sprinkler	2,000.00	0.00	
2851.00	S Clean-up/Sant Int Lbr (S/I)	Cleaning - Interior (Heated and cooled)	0.23	641.48	
1.00	S Clean-up/Sant Ext Labor (S/I)	Cleaning - Exterior (Pressure Washing)	200.00	200.00	
1.00	S Clean-up/Sant Int Lbr (S/I)	Reclean #1	75.00	75.00	
1.00	S Clean-up/Sant Int Lbr (S/I)	Reclean #2	75.00	75.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #1	280.00	280.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #2	280.00	280.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #3	280.00	280.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #4	280.00	280.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #5	280.00	280.00	
1.00	S Clean-up/Sant Dumpster (S/I)	Dumpster #6	280.00	280.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	

1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Clean-up/Sant Toilet (S/I)	Porta-Potty	70.00	70.00	
1.00	S Misc Items (S/I)	Misc (1 Per 3,000 square feet)	3,000.00	3,000.00	
1.00	S Mailbox Material (S/I)	MAIL BOX material	499.00	499.00	
1.00	S Mailbox Labor (S/I)	Mail box Labor	35.00	35.00	
1.00	S Attorney/Closing Fees	Closing Cost On House and Lot	3,000.00	3,000.00	
296665.00	S Realtor Commissions (P/S)	Real Estate Comission	0.06	17,799.90	
0.00	S Loan Interest	Loan Interest	6,000.00	0.00	
2.00	S Lawn Maint. (S/I)	Lawn Maintenance	35.00	70.00	
1.00	S Slab Draw	Supervisor Slab Draw	861.20	861.20	SH Overhead Exp.
1.00	S Framing Draw	Supervisor Framing Draw	861.20	861.20	SH Overhead Exp.
1.00	S Sheetrock Draw	Supervisor Sheetrock Draw	861.20	861.20	SH Overhead Exp.
1.00	S Completion Draw	Supervisor Completion Draw	861.20	861.20	SH Overhead Exp.
1.00	S Closing Draw	Supervisor Closing Bonus	1,076.50	1,076.50	SH Overhead Exp.
1.00	S Allocation - Supr/Mgmt (S/I)	Job O/H Allocation (Supervisor/Mgmt)	1,000.00	1,000.00	SH Overhead Exp.
1.00	S Allocation - Acctg O/H (S/I)	In House Accounting	3,500.00	3,500.00	SH Overhead Exp.
1.00	S Allocation - Warr. (S/I)	Warranty (1 Per 3,000 square feet)	2,000.00	2,000.00	SH Overhead Exp.
1.00	S Allocation - General O/H (S/I)	General O/H Allocation	3,000.00	3,000.00	SH Overhead Exp.
1.00	S Utility - Water	Water Bill	50.00	50.00	
1.00	S Utility - Gas	Natural Gas	50.00	50.00	
	Builders Fee Only	Builders Fee Only	0.10	0.00	
Total				365,265.53	

True & Certified Copy
of the original

Prepared by & Return To: FILE # B170477
Schwartz, Orgler & Jordan, PLLC
P O Box 4682
Biloxi MS 39535
228-388-7441

INDEX: S12' LT 17, all of Lots 18-19, Blk 16
McAlpin Addition

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

JHS ENTERPRISES, INC., A MISSISSIPPI CORPORATION,

1808 15th Street, Gulfport, MS 39501, (228) 596-8821,

does hereby sell, convey and warrant unto

SOUTHERN READY MIX, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

P. O. Box 281, Lucedale, MS 39452, (601) 508-653,

the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

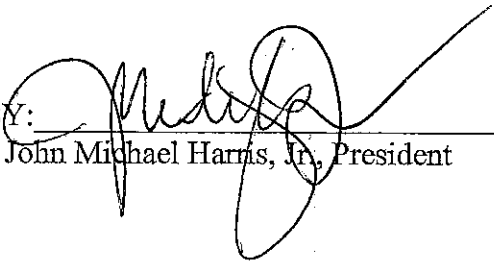
The South 12 feet of Lot Seventeen (17) and all of Lots Eighteen (18) and Nineteen (19), Block Sixteen (16), MCALPIN ADDITION TO THE CITY OF GULFPORT, as per map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 2 at Page 7 (Copy Book 1 at Page 29) thereof; reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, JHS Enterprises, Inc., a Mississippi Corporation, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 29th day of June, 2017.

JHS Enterprises, Inc., a Mississippi Corporation

BY: 
John Michael Harris, Jr., President

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, John Michael Harris, Jr., who acknowledged that he is the President of JHS Enterprises, Inc., a Mississippi Corporation and as its act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of June, 2017.

NOTARY PUBLIC

My Commission Expires:

DECLARATION OF ACCEPTANCE

PROPERTY ADDRESS: 1600 18th Street, Gulfport, MS 39501

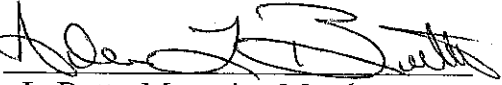
All warranties and statements, expressed or implied, as to property condition, financing terms, and all representations of all parties, including seller, purchaser, and cooperating brokers, contained in the Contract for Sale and Purchase of Real Estate, signed by Purchasers and Sellers, have been complied with to our satisfaction.

We, the undersigned, do hereby declare that without any reservations we hereby accept the property as to the condition of the improvements, fixtures, and equipment, decoration, suitability and readiness for our intended use, as well as financing terms, and all other representations of purchasers and sellers and cooperating brokers, and any other statements or representations contained in the contract or any addendum attached hereto.

We do further declare that the consideration paid therefor is fair and reasonable and acceptable to us, and that we understand that market conditions change, and that property values therefor change, and that we release Sellers, Seller's Agents and any Broker in this transaction from any responsibility resulting from changes in market conditions.

We understand that with the acceptance of the Deed, the Seller will have no further responsibility or liability for any repairs to the property, and hold harmless the seller and cooperating brokers for any representations, both expressed and implied, in the aforementioned contract or in any other form, not thus merged in the Deed.

Southern Ready Mix, LLC

BY: 

Allen L. Butts, Managing Member

DATE: June 29, 2017

From:

06/08/2017 12:40

#835 P.010/013

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problems; for example, the French drains are clogged and do not remove rain water or the timer for the sprinkler system is not functioning properly, etc.

4. During your ownership, have there been any notices concerning safety issues with a swimming pool or other improvements to the property? Yes ☐ No ☐ If "YES", please describe, to the best of your knowledge, those safety issue in detail.

5. Except for regular maintenance of the exterior surfaces of the Property (painting, staining, etc) are you aware of any past or present problems, malfunctions or defects with any portion of the exterior walls, fascias, soffits, stucco, windows, doors or trim? Yes ☐ No ☐ If "YES", please describe, to your knowledge, the nature of the problems. (for example, there is moisture damage behind the stucco)

F. LAND AND SITE DATA:

1. Is there an engineer's survey or a recorded plat of the Property available? Yes ☐ No ☐ If "YES", please attach a copy of the survey (if available). If "YES", please indicate by whom the survey was completed and the Date the survey was completed

2. Are you aware of the existence of any of the following, to wit:

Encroachments:	Yes ☐ No ☐ Unknown ☐	Boundary Dispute:	Yes ☐ No ☐ Unknown ☐
Easements:	Yes ☐ No ☐ Unknown ☐	Soil/Erosion:	Yes ☐ No ☐ Unknown ☐
Soil Problems:	Yes ☐ No ☐ Unknown ☐	Standing Water:	Yes ☐ No ☐ Unknown ☐
Land Fill:	Yes ☐ No ☐ Unknown ☐	Drainage Problems:	Yes ☐ No ☐ Unknown ☐

3. Are you aware of any current pending litigation, foreclosure, zoning regulations, restrictive covenants, building code violations, mechanics liens, judgments, special assessments or any other type of restriction which could negatively affect your Property? Yes ☐ No ☐ If "YES", please explain

4. Other than the utility easements, are you aware of any easement which impacts the residence? Yes ☐ No ☐

5. Are there any rights-of-way, easements, eminent domain proceedings or similar matters which may negatively impact your ownership interest in the Property? Yes ☐ No ☐ If "YES", please explain

6. Are you aware if any portion of the Property (including a part of the site) is currently located in or near a FEMA Designated Flood Hazard Zone? Yes ☐ No ☐ Unknown ☐ If "YES", please indicate the source of your information and the current Map Number used to determine the Flood Zone

7. Is Flood Insurance currently required on the Property? Yes ☐ No ☐ If "YES", please indicate the amount of the premium currently being paid and when the premium was last adjusted

8. Are you aware if any portion of the Property (Site) is currently designated as being located within a WETLANDS area and is subject to specific restrictive uses? Yes ☐ No ☐ If "YES", please explain in detail

9. Are you aware if the Property has ever had standing water in the front, rear or side yards for more than forty-eight (48) hours following a heavy rain? Yes ☐ No ☐ If "YES", please describe, to your knowledge, any unusual circumstances causing the problem

10. Are you aware, **FOR ANY REASON**, in the past or present of water penetration problems in the walls, windows, doors, crawl space, basement or attic? Yes ☐ No ☐ If "YES", please describe, to your knowledge, the nature of the problem and what steps were taken to remedy the problem

11. **FOR ANY REASON**, past or present, has any portion of the interior of the Property ever suffered water damage or moisture related damage which was caused by flooding, lot drainage, moisture seepage, condensation, sewer overflow, sewer backup, leaking or broken water pipes (during or after construction) pipe fittings, plumbing fixtures, leaking appliances, fixtures or equipment? Yes ☐ No ☐ If "YES", please describe, to your knowledge, the nature of the problems and what steps were taken to remedy the problems

12. Are you aware, **FOR ANY REASON**, of any leaks, back-ups, or other problems relating to any of the plumbing, water, sewage, or related items during your ownership? Yes ☐ No ☐ If "YES", please describe, to your best knowledge, the problem you experienced and how it was mitigated

G. APPLIANCES/MECHANICAL EQUIPMENT:

Following is a list of appliances and mechanical systems which may or may not be present in the residence. Please complete the information to the best of your knowledge. You may use the "Item Blanks" at the bottom of the page for additional items.

From:

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disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.

DocuSigned by:
John M Harris 4/22/2017
7885000F8279474
SELLER (UPON LISTING) DATE
SELLER (AT CLOSING) DATE
PROSPECTIVE PURCHASER'S SIGNATURE
PURCHASER(S) ACKNOWLEDGE RECEIPT OF REPORT DATE
4/26/17

FORM #0100

EFFECTIVE DATE: April 1, 2017

06/08/2017 12:39 #835 P.008/013

THIS FORM MAY BE DUPLICATED BUT IT MAY NOT BE ALTERED OR PERSONALIZED
BY THE SELLER(S), ANY BROKERAGE FIRM OR LICENSEE.

PROPERTY (1 TO 4 UNITS) located at: _____ 0.0
John M Harris
SELLER(S): _____ Approximate Age of the Residence _____

IF THE RESIDENCE IS NEW (NEVER OCCUPIED) OR PROPOSED RESIDENTIAL CONSTRUCTION and a real estate licensee is involved in the transaction, the **BUILDER/OWNER/SELLER** must complete the PCDS in its entirety and should reference specific plans/specifications, building material lists and/or change orders.

DO NOT LEAVE ANY QUESTIONS UNANSWERED AND DO NOT LEAVE BLANK SPACES. THE SELLER(S) MAY ATTACH ADDITIONAL PAGES IF NECESSARY TO FULLY EXPLAIN A PROPERTY'S CONDITION. THE ACRONYM "N/A" MAY BE USED FOR "NOT APPLICABLE" AND "UNK" MAY BE USED FOR "UNKNOWN".

1. Does the Transferor/Seller currently have a deeded title to the residence? Yes X No _____. If "YES", when did the current Seller receive the title to the property? 10/20/2018

2. Does the Transferor/Seller currently occupy the residence? Yes _____ No _____. If "NO", has the current seller ever occupied the residence? Yes _____ No _____. If "YES", what were the dates of Occupancy? _____

3. Is the site improved with a Factory Built (Manufactured Housing Unit) or a Modular Home constructed on a permanent foundation? Yes _____ No _____. If "YES", indicate the Home Identification number on the Data Plate _____

4. Was the residence built in conformity with an approved building code? Yes _____ No _____ Unknown _____. If "YES", was a PERMIT secured from the City/County Building Authority? Yes _____ No _____ Unknown _____

5. Do you have a Home Inspection Report which was completed for you? Yes _____ No _____. If "YES", is the report available for review by a prospective purchaser? Yes _____ No _____

1. Are you aware of any settlement/heaving of soils, any collapsible or expansive soils or poorly compacted fill on the Property?
Yes _____ No _____ Unknown _____. If "YES", please describe, to your knowledge, the nature and location of any settlement or heaving _____.

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2. Are you aware of any past or present movement, shifting, deterioration or other problems with the walls (interior or exterior) or the foundation of the Property? Yes ☐ No ☐ Unknown ☐. If "YES", please describe, to your knowledge, the nature and location of any such problems _____.
3. Are you aware of any tests to determine the composition/compaction of the soil or the presence of any "expandable soils" being present on the Property? Yes ☐ No ☐. If "YES", please provide copies of the results if they are available. _____.
4. Are you aware of any foundation repairs made in the past? Yes ☐ No ☐. If "Yes", is there a written report which will indicate the foundation repairs? Explain _____.
5. If foundation repairs were completed is there a Warranty which can be transferred to a new owner? Yes ☐ No ☐.
6. To your knowledge, are any foundation repairs currently needed? Yes ☐ No ☐ Unknown ☐. If "YES", please explain in detail _____.
7. Except for "Cosmetic Upgrades" (carpet, paint, wallpaper, etc) have you remodeled, made any room additions, made structural modifications or other alterations or improvements to the Property? If "YES", please describe, to your knowledge, the nature of all such remodels/alterations _____.
8. To your knowledge, were all necessary work PERMITS and approvals secured in compliance with local/city/county building codes? Yes ☐ No ☐ Unknown ☐. If "YES", please indicate the name of the Licensed Contractor who completed the work and the dates of the work _____.

C. ROOF:

1. Has all or any portion of the roof been repaired or replaced during your ownership? Yes ☐ No ☐. If "YES", please indicate the dates of the roof work (if known) and describe, to the best of your knowledge, the nature of any roof repairs or replacements. _____.
2. To your knowledge, are there any written warranties presently in place for the roof? Yes ☐ No ☐. If "YES", please attach copies of any warranties in your possession. _____.
3. Are you aware of any current leaks or defects with the roof such as structural issues, dry rot, water backups, moisture issues, wind damage or hail damage? Yes ☐ No ☐. If "YES", please describe, to your knowledge, the nature of the defects and their location _____.
4. How long have you known about the current problems with the roof? _____.
5. The roof is _____ years old.

D. HISTORY OF INFESTATION: TERMITES, CARPENTER ANTS, ETC:

1. Are you aware of any ongoing, recurring or habitual problems with termites, dry rot, mildew, vermin, rodents or other pests which affect the Property? Yes ☐ No ☐. If "YES", please describe, to your knowledge, the nature of the problem and the location of the problem _____.
2. Are you aware of any DAMAGE to the Property which was caused by termites, dry rot, mildew, vermin, rodents or other pests? Yes ☐ No ☐. If "YES", please describe, to your knowledge, the location of such damage and what efforts were taken to mitigate and/or repair the damage _____.
3. If a Wood Destroying Insect Treatment was required for the residence, which Pest Control Company treated the Property for the problem? _____.
4. If DAMAGE to the residence was actually mitigated/repaired, who was the contractor who repaired the DAMAGE to the Property? _____.
5. To your knowledge, are there any written warranties or other termite or pest control coverage(s) presently in place for the Property? Yes ☐ No ☐. If "YES", please attach copies of such warranties in your possession. _____.

E. STRUCTURE/FLOOR/WALLS/CEILINGS/WINDOWS/FEATURES:

1. During your ownership, has there been DAMAGE to any portion of the physical structure resulting from fire, windstorm, hail, tornados, hurricane or any other natural disaster? Yes ☐ No ☐. If "YES", please describe, to your best knowledge, the cause of the damage, in detail, and supply the dates of the losses _____.
2. Are you aware of any past or present problems, malfunctions or defects with the windows (including storm windows and screens), the flooring (hardwood, marble, stone, tile or carpeting), fireplace/chimneys, ceilings, walls (interior), jetted bathtub, hot tub, sauna, skylights, shower or wet bar, including any modifications to them? Yes ☐ No ☐. If "YES", please describe, to your knowledge, the nature of any such problem; for example, the skylight leaked or the motor which operates the jetted bathtub had to be replaced, etc. _____.
3. Are you aware of any past or present problems, malfunctions or defects with the lawn sprinkler system, swimming pool, hot tub, rain gutters, tile drains (French drains), driveway, patio, storage building, gazebo, outdoor fireplace, or outdoor kitchen appliances (which are remaining with the property)? Yes ☐ No ☐. If "YES", please describe, to your knowledge, the nature of such _____.

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APPLIANCES/ITEMS/SYSTEMS REMAINING WITH THE PROPERTY:

ITEMS	YES/ #ITEMS	NO N/A	GAS/ ELECTRIC	REPAIRS COMPLETED IN LAST TWO YEARS	AGE
BUILT-IN COOKTOP	yes		gas		0
BUILT-IN OVEN(S)	1		elec		0
BUILT-IN DISHWASHER	yes		elec		0
GARBAGE DISPOSAL	y		elec		0
ICE-MAKER (STAND ALONE)					
MICROWAVE OVEN	yes		gas		0
TRASH COMPACTOR					
KITCHEN VENT FAN(S)	yes		gas		0
CENTRAL AIR SYSTEM(S)	yes		elec		0
CENTRAL HEATING SYSTEM(S)	yes		elec		0
HUMIDIFIERS OR EVAPORATORS					
AIR PURIFIERS					
WATER HEATER(S)	yes		gas		0
TANKLESS WATER HEATER(S)					
CEILING FAN(S)	yes		elec		0
ATTIC FANS					
BATHROOM VENT FAN(S)	yes		elec		0
GARAGE DOOR OPENER(S)	yes		elec		0
SMOKE/MONOXIDE DETECTORS	yes		elec		0
SECURITY SYSTEM					
INTERCOM/SOUND SYSTEM					
REFRIGERATOR	yes		elec		0
FREE STANDING STOVE					

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H. OTHER:

1. Are you aware of any past or present hazardous conditions, substances or materials on the Property such as asbestos or asbestos components, lead-based paint, urea-formaldehyde insulation, the presence of Chinese dry-wall, methane gas, radon gas, underground storage tanks and lines or any past industrial uses occurring on the premises? Yes ☐ No ☐ If "YES", please describe, to your best knowledge, the nature of any such hazardous conditions and any attempts to mitigate any such hazardous condition(s) _____
2. Are you aware of any past or present contaminations which have resulted from the storing or the manufacturing of methamphetamines? Yes ☐ No ☐ If "YES", please describe _____
3. Are you aware if there are currently, or have previously been, any inspections by qualified experts or orders issued on the property by any governmental authority requiring the remediation of MOI.D or any other public health nuisance on the Property? Yes ☐ No ☐ If "YES", please describe, to your best knowledge, any attempts to mitigate such condition(s) _____
4. Are you aware of any problems or conditions that affect the desirability or functionality of the Heating, Cooling, Electrical, Plumbing, or Mechanical Systems? Yes ☐ No ☐ If "YES", please described, to your best knowledge, all known problems in complete detail _____
5. The water supply is: Public ☐ Private ☐ On-site Well ☐ Neighbor's Well ☐ Community ☐
6. If your drinking water is from a well, when was the water quality last checked for safety, what were the results of the test and who was the qualified entity who conducted the test? _____
7. Is the water supply equipped with a water softener? Yes ☐ No ☐ Unknown ☐
8. The Sewage System is: Public ☐ Private ☐ Septic ☐ Cesspool ☐ Treatment Plant ☐ Other ☐
9. If the sewer service is by an individual system, has it been inspected by the proper state/county Health Department officials? Yes ☐ No ☐ If "YES", please give complete details _____
10. How many bedrooms are allowed by the Individual Waste Water Permit? _____
11. Is there a sewage pump installed? Yes ☐ No ☐ Date of the last Septic Inspection _____

I. MISCELLANEOUS:

1. Is the residence situated on Leasehold or Sixteenth Section land? Yes ☐ No ☐ Unknown ☐ If "YES", please indicate the terms of the lease including payments and expiration date _____
2. Are you aware of any hidden defects or needed repairs about which the purchaser should be informed PRIOR to their purchase? Yes ☐ No ☐ If "YES", please describe, to your best knowledge, the problem(s) which need to be disclosed _____
3. What is the APPROXIMATE SQUARE FOOTAGE of the Heated and Cooled Living Area? 2968 ~~Butler Plans~~
4. How was the approximation of the Gross Living Area (square footage) determined? _____
5. Are there any finished hardwood floors beneath the floor coverings? Yes ☐ No ☐ Unknown ☐ If "YES", please indicate, to your best knowledge, the condition and the location of the hardwood floors _____
6. Are there Homeowner's Association Fees associated with ownership? Yes ☐ No ☐ Amount _____ (Yr/Mth/Quarter)
7. Does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses? _____
8. Are you aware of any HOA, Public (municipal) special improvement district (PID) or other assessments that are presently owing or that have been approved but not yet levied against the Property? Yes ☐ No ☐ If "YES", please indicate the tax (assessing) entity and the amount of the taxes/assessments _____
9. Please indicate the contact information for the HOA _____
10. What is the YEARLY Real Estate Tax Bill? County Taxes _____ City Taxes _____ Special District Taxes _____
11. Has Homestead Exemption been filed for the current year? Yes ☐ No ☐ Unknown ☐
12. Are you aware of any additional tax exemptions which accrue to the Property? Yes ☐ No ☐ Unknown ☐ If "YES", please describe the exemptions and the amount of the tax _____
13. What is the average YEARLY Electric Bill? \$ _____ What is the average YEARLY Gas Bill? \$ _____
14. Is the residence serviced by Propane (LP) Gas? If "YES", what is the average YEARLY Propane Bill? \$ _____
15. The Propane Tank is: Owned ☐ Leased ☐ If Leased, how much is the lease payment? \$ _____
16. Is Cable Television Service available at the site? Yes ☐ No ☐ Service Provider _____
17. Is Fiber Optic Cable (Internet) available at the site? Yes ☐ No ☐ Service Provider _____
18. List any item remaining with the Property which is financed separately from the mortgages _____

MECHANICAL EQUIPMENT WHICH IS CONSIDERED PERSONAL PROPERTY AND IS NOT CONVEYED BY DEED AS PART OF THE REAL PROPERTY SHOULD BE NEGOTIATED IN THE CONTRACT OF SALE OR OTHER SUCH INSTRUMENT IF THE ITEMS ARE TO REMAIN WITH THE RESIDENCE.

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims.

Schwartz, Orgler, & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531
(228) 388-7441

File No./Escrow No.: B170477
Print Date & Time: June 26, 2017 at 3:32 PM
Officer/Escrow Officer: Jay K. Jordan
Settlement Location: Schwartz, Orgler, & Jordan, PLLC
2355 Pass Road, Biloxi, MS 39531
Property Address: 1600 18th Street, Gulfport, MS 39501
S 12' Lt 17, All Lot 18-19, Blk 16, McAlpin Adn to, City of Gulfport, Harrison Co., MS
Borrower: Southern Ready Mix, LLC
Seller: JHS Enterprises, Inc.
Lender: Century Bank
Settlement Date: June 29, 2017
Disbursement Date: June 29, 2017

Seller		Description		Borrower/Buyer	
Debit	Credit			Debit	Credit
Financial					
	460,000.00	Sale Price of Property		460,000.00	
		Deposit including earnest money			1,500.00
		Loan Amount			360,000.00
Prorations/Adjustments					
366.50		County Taxes from 01/01/17 to 06/29/17			366.50
Loan Charges to Century Bank					
		Closing Fee			
		Borrower Paid before closing 500.00			
		Flood Cert Fee			
		Borrower Paid before closing 13.00			
		Future Release Fee			
		Borrower Paid before closing 12.00			
		Origination Fee			
		Borrower Paid before closing 3,600.00			
		Appraisal Fee			
		Borrower Paid before closing 500.00			
Title Charges					
		Title - Lender's title insurance	CTIC c/o SOJ, Agent	1,080.00	
		Owner's Title Insurance	CTIC c/o SOJ, Agent	860.00	
		Title Abstract/Title Exam	SOJ, PLLC	180.00	
		Title Final Title Update Fee	SOJ, PLLC	80.00	
		Title Insurance/Binder Fee	SOJ, PLLC	85.00	
		Title Overnight/Courier/Copy/Etc	SOJ, PLLC	45.00	
		Title Settlement or closing fee	SOJ, PLLC	350.00	
Commission					
27,600.00		Real Estate Commission	Drummond Realty LLC		
Government Recording and Transfer Charges					
		Record Deed	Chancery Clerk of Harrison County	14.00	
		Record Trust/Deed Mortgage	Chancery Clerk of Harrison County	20.00	
Payoff(s)					
288,177.73		Payoff of First Mortgage Loan	Trustmark National Bank		
		as of 06/29/17			
		Principal Balance \$288,177.73			

ALTA Settlement Statement - Combined - Continued				
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
316,144.23	460,000.00	Subtotals	462,714.00	361,866.50
		Due From Borrower		100,847.50
143,855.77		Due To Seller		
460,000.00	460,000.00	TOTALS	462,714.00	462,714.00

SEE ATTACHED ADDENDUM FOR SIGNATURES

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and /or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number provided to the settlement agent is my correct taxpayer identification number

ADDENDUM TO CLOSING/SETTLEMENT STATEMENT

I have carefully reviewed the closing/settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the closing/settlement statement.

Seller:

Buyer:

JHS Enterprises, Inc.

Southern Ready Mix, LLC


By: John Michael Harris, Jr., President

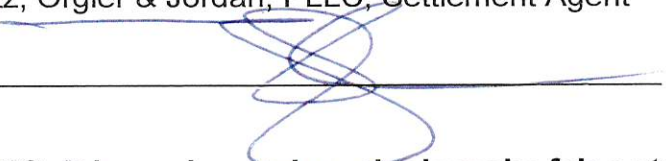

By: Allen L. Butts, Managing Member

By: _____

By: _____

The closing/settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Schwartz, Orgler & Jordan, PLLC, Settlement Agent


Date: June 29, 2017

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**NOTICE OF AVAILABILITY
OF OWNER'S TITLE INSURANCE**

To: **Southern Ready Mix, LLC**

Buying property identified as:

1600 18th Street, Gulfport, MS 39501

A Mortgagee's Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender, but that policy does not provide title insurance coverage to you.

You may obtain an Owners' Policy of title insurance which provides title insurance coverage to you. The additional cost to you for an Owner's Policy of title insurance in the amount of **\$860.00**, if your request at this time. (If a Owner's Policy is requested at a later date this quoted amount will be invalid)

If you are uncertain as to whether you should obtain an Owner's Policy of Title Insurance, you are urged to seek independent advice.

Schwartz, Orgler, & Jordan, PLLC

- ☐ I/We do request an Owner's Policy of Title Insurance.
- ☐ I/We do not request an Owner's Policy of Title Insurance.

BUYERS:

Southern Ready Mix, LLC

By: _____
Allen L. Butts, Managing Member

DECLARATION OF ACCEPTANCE

PROPERTY ADDRESS: 1600 18th Street, Gulfport, MS 39501

All warranties and statements, expressed or implied, as to property condition, financing terms, and all representations of all parties, including seller, purchaser, and cooperating brokers, contained in the Contract for Sale and Purchase of Real Estate, signed by Purchasers and Sellers, have been complied with to our satisfaction.

We, the undersigned, do hereby declare that without any reservations we hereby accept the property as to the condition of the improvements, fixtures, and equipment, decoration, suitability and readiness for our intended use, as well as financing terms, and all other representations of purchasers and sellers and cooperating brokers, and any other statements or representations contained in the contract or any addendum attached hereto.

We do further declare that the consideration paid therefor is fair and reasonable and acceptable to us, and that we understand that market conditions change, and that property values therefor change, and that we release Sellers, Seller's Agents and any Broker in this transaction from any responsibility resulting from changes in market conditions.

We understand that with the acceptance of the Deed, the Seller will have no further responsibility or liability for any repairs to the property, and hold harmless the seller and cooperating brokers for any representations, both expressed and implied, in the aforementioned contract or in any other form, not thus merged in the Deed.

Southern Ready Mix, LLC

BY: _____
Allen L. Butts, Managing Member

DATE: June 29, 2017

AFFIDAVIT ACKNOWLEDGING
RECEIPT OF SELLER'S DISCLOSURE

Property: 1600 18th Street, Gulfport, MS 39501

In connection with the purchase of the above referenced property, the undersigned Buyer does hereby acknowledge the receipt of the Seller's Disclosure Statement from the Seller and/or Seller's Realtor and that such Seller's Disclosure Statement was received by the undersigned Buyer either:

1. If delivery was in person, more than three (3) days prior hereto; or
2. If delivery was by mail, more than five (5) days prior hereto.

Further, the undersigned Buyer does hereby acknowledge that:

1. They do not desire to rescind the contract herein and that they desire to proceed with the purchase of subject property; and
2. They acknowledge that said Seller's Disclosure Statement is **not** a warranty of any kind by the Seller or any Agent of the Seller in this transaction and is **not** a substitute for any inspections or warranties the Buyer may wish to obtain.

The undersigned Sellers hereby acknowledge that there have been no substantial changes to the information as set forth in the aforesaid Seller's Disclosure Statement.

The undersigned further acknowledge that they will save and hold the closing agent herein, Schwartz, Orgler & Jordan, PLLC., and the Brokers herein harmless from any and all claims, disputes, litigations, and/or judgments arising from any incorrect information supplied by the Sellers, or from any material fact known by the Sellers which the Sellers failed to disclose.

WITNESS OUR SIGNATURES on this the 29th day of June, 2017.

Southern Ready Mix, LLC
BUYER

JHS Enterprises, Inc.
SELLER

BY: _____
Allen L. Butts, Managing Member

BY: _____
John Michael Harris, Jr., President

TAX PRORATION AGREEMENT

PROPERTY: S 12' Lt 17, All Lot 18-19, Blk 16, McAlpin Adn to City of Gulfport, Harrison Co., MS

EXISTING RESIDENCE & VACANT LAND

Sellers and Buyers both acknowledge and agree that the proration of taxes, in the HUD-1 Settlement Statement is based on the prior years tax assessments. Seller and Buyer further understand the actual taxes assessed could be more or less. In the event the actual taxes assessed are more, then Seller agrees after the new tax assessments are available and with ten (10) days after demand by Buyer to pay Seller's pro rata share of the increased taxes.

HOMESTEAD EXEMPTION: () WAS () WAS NOT FILED FOR THE CURRENT TAX YEAR.

Seller hereby agrees that in the event he has not filed for homestead exemption, then Seller will, after the assessments are available indicating that Seller failed to file for homestead exemption, promptly pay to Buyer within ten (10) days after demand by Buyer, the Seller's pro rata share of the increased taxes.

NEW CONSTRUCTION:

Seller and Buyers both acknowledge and agree that the pro-ration of taxes in the HUD-1 settlement is based on the prior years tax assessment and/or estimates of the current years taxes. Seller and Buyer further acknowledge that they have been told that the only available assessment for the above described real property is for unimproved land (i.e. without a residence). In the event the actual taxes assessed are more than those used for the proration, then seller agrees, after the new tax assessments are available and within ten (10) days after demand by Buyer, to pay Seller's pro rata portion of the increased assessment to Buyer. In the event the actual taxes assessed are less than those used for the proration, the buyer agrees, after the new tax assessments are available and within then (10) days after demand by Seller, to pay Buyer's pro rata portion of the decreased assessment to Seller.

BUILDER'S AFFIDAVIT EXEMPTION () WAS () WAS NOT FILED FOR CURRENT TAX YEAR. Seller hereby agrees that in the event he has not filed for the Builders Exemption, then Seller will, after the assessments are available indicating that Seller failed to file for exemption, promptly pay to Buyer within ten (10) days after demand by Buyer, Seller's pro rata share of the increased taxes.

SELLER AND BUYER HEREBY AGREE AND ACKNOWLEDGE THAT SCHWARTZ, ORGLER & JORDAN, PLLC ASSUMES NO LIABILITY FOR ANY DIFFERENCE IN THE AMOUNT ASSESSED AND FURTHER AGREE THAT SCHWARTZ, ORGLER & JORDAN, PLLC, SHALL HAVE NO LIABILITY FOR ANY DIFFERENCE IN THE AMOUNTS ASSESSED OR AS TO THE ESTIMATES AGREED TO BY SELLER AND BUYER.

BOTH SELLER AND BUYER HEREBY RELEASE SCHWARTZ, ORGLER & JORDAN, PLLC FROM ANY AND ALL LIABILITY REGARDING THE ASSESSMENT AND PRORATION OF TAXES AND AGREE TO INDEMNIFY AND HOLD SCHWARTZ, ORGLER & JORDAN, PLLC, FROM ANY AND ALL LOSS IT MAY INCUR AS A RESULT OF THE ESTIMATES AGREED TO BY SELLER AND BUYER SET FORTH HEREIN.

Seller and Buyer both acknowledge and agree that in the event of any problems with the tax assessments or proration of taxes that it shall be **their sole responsibility to contact the other party** and adjust this matter to their satisfaction.

Southern Ready Mix, LLC, BUYER

DATE: June 29, 2017

BY: _____
Allen L. Butts, Managing Member

JHS Enterprises, Inc., SELLER

DATE: June 29, 2017

BY: _____
John Michael Harris, Jr., President

CHICAGO TITLE and TRUST

Ticor Title Insurance Co. Chicago Title Insurance Co. Security Union Title Insurance Co.

STATE OF MISSISSIPPI

COUNTY OF Harrison

OWNER'S/SELLER'S AFFIDAVIT AND SOLICITATION

The Undersigned, who being first duly sworn upon oath, deposes and says under penalty of perjury:

1. The undersigned is the transferor of the property described as follows:

1600 18th Street, Gulfport, MS 39501

2. That undersigned's United States Taxpayer Identification Number is: _____,
and that my United States Address is: _____

It is understood that undersigned is required by law to provide the closer of the subject transaction with our correct taxpayer identification number. If undersigned does not provide same to closer, undersigned may be subject to civil or criminal penalties imposed by law.

3. That undersigned is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

4. There are no outstanding contracts, either oral or written, for the furnishing of labor, material or services to the property for any improvement thereon, other than:

NONE

5. All labor, material or services, if any, were furnished, completed, and in place not less than _____ prior to the date of this affidavit and all charges for any material or labor whenever furnished have been paid in full, and the undersigned has not received notice from any materialman, laborer, or subcontract.

NOTE: The undersigned is required to delete either Paragraph 4 or Paragraph 5 as only one statement will be correct.

6. The property is free and clear of all recorded and unrecorded liens, encumbrances and claims of every nature, kind and description whatsoever, including water and sewer charges, broker's fee, except for those shown in the Commitment for Title Insurance issued in connection with this transaction.

7. The undersigned is in exclusive possession of said property, and no other parties other than JHS Enterprises, Inc. have any claim to possession of the property. I am (we are) not aware of any objections by adjoining land owners to encroachments, if any.

8. The personal property, if any, being transferred is not subject to any unpaid personal property tax liens or liens under the Uniform Commercial Code in favor of others.

9. The undersigned has not entered into any agreements or allowed any agreements to be entered in for or on the undersigned's behalf which would create an interest in the property which remain unrecorded as of the date of the delivery of the instruments in the subject transaction.

10. That all fees due a broker in connection with this transaction, as specified in the Contract for Sale and Purchase or in a Broker's Agreement, signed by seller, have been paid prior to closing or will be paid out of the proceeds of the closing of this transaction.

This affidavit is given to the closing agent for delivery to the transferee of the property described in paragraph 1 above for the purpose of, among other things, establishing and documenting the non-foreign status exemption to the withholding requirement of Section 1445 of Internal Revenue Code.

The undersigned hereby jointly and severally agree to indemnify and hold the title insurance company harmless of and from all loss, costs, damage and expense of every kind, including attorneys' fees, which the title insurance company shall sustain or become liable for under its policy now to be issued on account of reliance on the statements made herein, including but not limited to any matters which may be recorded between the effective date of the Commitment for Title Insurance and the time of recording or the insured instruments described in said commitment. Additionally, under penalties of perjury, the undersigned certify that the number shown on this statement is the undersigned's correct taxpayer identification number.

DATE:

June 29, 2017

JHS Enterprises, Inc.

BY:

John Michael Harris, Jr., President

SWORN TO AND SUBSCRIBED before me this 29th day of June, 2017.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF Harrison

OWNER'S/SELLER'S AFFIDAVIT AND SOLICITATION

The Undersigned, who being first duly sworn upon oath, deposes and says under penalty of perjury:

1. The undersigned is the transferor of the property described as follows:

1600 18th Street, Gulfport, MS 39501

2. That undersigned's United States Taxpayer Identification Number is: _____, and that my United States Address is: _____

It is understood that undersigned is required by law to provide the closer of the subject transaction with our correct taxpayer identification number. If undersigned does not provide same to closer, undersigned may be subject to civil or criminal penalties imposed by law.

3. That undersigned is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

4. There are no outstanding contracts, either oral or written, for the furnishing of labor, material or services to the property for any improvement thereon, other than:

NONE

5. All labor, material or services, if any, were furnished, completed, and in place not less than _____ prior to the date of this affidavit and all charges for any material or labor whenever furnished have been paid in full, and the undersigned has not received notice from any materialman, laborer, or subcontract.

NOTE: The undersigned is required to delete either Paragraph 4 or Paragraph 5 as only one statement will be correct.

6. The property is free and clear of all recorded and unrecorded liens, encumbrances and claims of every nature, kind and description whatsoever, including water and sewer charges, broker's fee, except for those shown in the Commitment for Title Insurance issued in connection with this transaction.

7. The undersigned is in exclusive possession of said property, and no other parties other than JHS Enterprises, Inc. have any claim to possession of the property. I am (we are) not aware of any objections by adjoining land owners to encroachments, if any.

8. The personal property, if any, being transferred is not subject to any unpaid personal property tax liens or liens under the Uniform Commercial Code in favor of others.

9. The undersigned has not entered into any agreements or allowed any agreements to be entered in for or on the undersigned's behalf which would create an interest in the property which remain unrecorded as of the date of the delivery of the instruments in the subject transaction.

10. That all fees due a broker in connection with this transaction, as specified in the Contract for Sale and Purchase or in a Broker's Agreement, signed by seller, have been paid prior to closing or will be paid out of the proceeds of the closing of this transaction.

This affidavit is given to the closing agent for delivery to the transferee of the property described in paragraph 1 above for the purpose of, among other things, establishing and documenting the non-foreign status exemption to the withholding requirement of Section 1445 of Internal Revenue Code.

The undersigned hereby jointly and severally agree to indemnify and hold the title insurance company harmless of and from all loss, costs, damage and expense of every kind, including attorneys' fees, which the title insurance company shall sustain or become liable for under its policy now to be issued on account of reliance on the statements made herein, including but not limited to any matters which may be recorded between the effective date of the Commitment for Title Insurance and the time of recording or the insured instruments described in said commitment. Additionally, under penalties of perjury, the undersigned certify that the number shown on this statement is the undersigned's correct taxpayer identification number.

DATE:
June 29, 2017

Southern Ready Mix, LLC

BY: _____
Allen L. Butts, Managing Member

SWORN TO AND SUBSCRIBED before me this 29th day of June, 2017.

Notary Public

My Commission Expires:

Chicago Title Insurance Company
Ticor Title Insurance Company
Security Union Title Insurance Company
(Members of the Fidelity National Financial, Inc., Group of Companies)

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information to:

- agents, brokers, or representatives to provide you with services you have requested;
- third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction, or relationship with you.

One of the Important responsibilities of some of our affiliated companies is to record documents in the public domain, and such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors Or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address: Privacy Compliance Officer

Inc.

Fidelity National Financial,

4050 Callo Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Initial

Initial

Initial

Initial

PRIVACY POLICY DISCLOSURE NOTICE

Schwartz, Orgler & Jordan, PLLC knows that the privacy of the personal information that we receive about you is important to you. We understand that you trust us to protect the confidentiality and security of that information. The information that we collect about you is used only to provide the legal and fiduciary accounting services that you request from us. Although there is a new federal law designed to protect the privacy of nonpublic personal information about consumers, as attorneys, we have been and continue to be bound by professional standards of confidentiality that are even more stringent than those provided under the Act.

The purpose of this notice is to explain our Privacy Policy and describes how we treat personal information that we receive about you.

Information We May Collect About You

Schwartz, Orgler & Jordan, PLLC collects nonpublic personal information about you only in connection with providing you with the legal or fiduciary accounting services that you request. The types of nonpublic personal information that we collect will vary according to the services we perform for you and may include:

- Information that we receive from you; such as: name, address, social security number, income, assets, liabilities, and other financial or household information.
- Information about your relationship with us; such as: the types of legal services we provide to you, your invoice balances, and your payment history; and
- Information that we receive, with your authorization, from third parties such as accountants, financial advisors, insurance agents, banking institutions and other.

How We Handle Your Information

Schwartz, Orgler & Jordan, PLLC does not disclose any public or nonpublic personal information about you that you provide to us to anyone outside our firm, except as authorized by you or required by law. For example, with your consent, we may disclose personal information to a third party contractor, such as an appraiser or accountant, who is assisting us in providing services to you. In addition, we will release information to the extent required by law or regulation. We do not sell client information to anyone or disclose client information to marketing companies.

How We Protect Your Information

We restrict access to public and nonpublic personal information about you that you have provided to us to those Schwartz, Orgler & Jordan, PLLC attorneys and staff members who need to know the information to provide legal or fiduciary accounting services to you. All Schwartz, Orgler & Jordan, PLLC attorneys and employees are required to maintain the confidentiality of all nonpublic personal information about you. We maintain physical, electronic, and procedural safeguards that comply with both federal law and our more stringent professional standards to protect the public and nonpublic personal information that you have provided to us.

ACKNOWLEDGED this the 29th day of June, 2017.

BUYER: Southern Ready Mix, LLC

BY: _____
Allen L. Butts, Managing Member

SELLER: JHS Enterprises, Inc.

BY: _____
John Michael Harris, Jr., President

SURVEY CERTIFICATION / WAIVER OF SURVEY

RE: 1600 18th Street, Gulfport, MS 39501

The undersigned hereby certify that a copy of a survey and surveyor's report

_____ **WAS OR**

_____ **WAS NOT**

used in connection with the property which is being purchased this date.

I/we understand I/we have the right to obtain a survey which may:

- 1) determine whether the words of the real estate description conform to the actual land;
- 2) determine whether structures or fences on the premises encroach on neighboring property, violate set-back lines or zoning ordinances;
- 3) show rights of persons not revealed by the public records, such as existing utility lines and neighbors who encroach or possess the property; and
- 4) show access to land.

Further, the undersigned hereby acknowledges that the closing attorneys herein have recommended that the undersigned obtain a survey prior to their purchase of the above referenced property.

If a survey was used in conjunction with this closing, the undersigned has examined said survey and is satisfied that all encroachments, rights-of-way, easements, building locations, driveways, fences and other improvements are acceptable as shown thereon.

Notwithstanding the above, the undersigned Buyers do hereby acknowledge that they wish to proceed with the closing at this time and the undersigned do hereby hold the closing agent herein, Schwartz, Orgler & Jordan, PLLC, their successors and or assigns, and Chicago Title Insurance Company harmless for any matters which have been revealed or would have been revealed had such survey been obtained.

BUYER: Southern Ready Mix, LLC

BY: _____
Allen L. Butts, Managing Member

Date: _____ June 29, 2017 _____

NOTICE OF AVAILABILITY OF TERMITE CERTIFICATE

RE: 1600 18th Street, Gulfport, MS 39501

You have the right to obtain a termite inspection certificate which may:

- 1) Disclose active termites or other wood destroying insects;
- 2) Disclose previous infestation;
- 3) Disclose previous treatment;
- 4) Disclose damage caused by wood destroying insects, mold, mildew, and water
- 5.) Disclose conditions conducive to wood destroying insect infestation

Without a termite certificate, you may not know these facts. The additional cost of a termite inspection certificate is approximately \$60.00 to \$100.00 if you request it at this time.

If you are uncertain as to whether you should obtain a termite inspection certificate, you are urged to seek independent advise from a qualified expert.

Further, the undersigned hereby acknowledges that the closing attorneys herein have recommended that the undersigned obtain a termite inspection certificate prior to their purchase of the above referenced property.

Notwithstanding the above, the undersigned Buyers do hereby acknowledge that they do not wish to obtain a termite inspection and certificate in connection with the purchase of the above referenced property and the undersigned do hereby hold the closing agent herein, Schwartz, Orgler, & Jordan, PLLC, and Chicago Title Insurance Company harmless for any matters which would have been revealed had such inspection been obtained.

WITNESS MY SIGNATURE, on this the 29th day of June, 2017.

BUYER: Southern Ready Mix, LLC

BY: _____

Allen L. Butts, Managing Member

Insurance

Acknowledgment & Hold Harmless

PROPERTY ADDRESS: 1600 18th Street, Gulfport, MS 39501

WE THE UNDERSIGNED do hereby acknowledge that we have been notified by Schwartz, Orgler & Jordan, PLLC, that insurance coverage is available, and should be purchased on the above described property. We have also been advised by Schwartz, Orgler & Jordan, PLLC, as to the different types of insurance policies that are available; including, but not limited to:

1. Fire Insurance
2. Hazard Insurance
3. Flood Insurance
4. Windstorm Insurance
5. Personal Property Insurance
6. Earthquake Insurance.
7. Builders' Risk

Although a certain insurance policy may not be required for our property, we understand it is our choice to purchase additional policies. We also understand all of the coverages and exclusions for each policy we have purchased at this time and do hereby agree to hold Schwartz, Orgler & Jordan, PLLC, its successors and or assigns; Drummond Realty LLC, its successors and or assigns; and , its successors and or assigns harmless from any and all claims, disputes, inquiries, suits, etc. that may arise with respect to same.

WITNESS MY SIGNATURE, on this the 29th day of June, 2017.

BUYER: Southern Ready Mix, LLC

BY: _____
Allen L. Butts, Managing Member



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cheryl Millender, Manager
Human Resources

Date: 09/20/2017

Subject: Resolution - approving agreement between the City of Gulfport and Mississippi Gulf Coast Community College, for training services for employees of the City of Gulfport, and to authorize the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND
MISSISSIPPI GULF COAST COMMUNITY COLLEGE, FOR TRAINING SERVICES
FOR EMPLOYEES OF THE CITY OF GULFPORT, TO AUTHORIZE THE
EXECUTION OF THE SAME BY THE MAYOR AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has identified a need for continued employee training to provide its employees with enhanced change management skills training to assist with developing employees to handle effectively the challenges of a changing work environment, and has determined that it is in the best interest of the City to utilize the services of the Mississippi Gulf Coast Community College to provide these training services as more fully set forth in the Workforce Development Training Agreement, attached hereto as Exhibit A; and

WHEREAS, Mississippi Gulf Coast Community College was selected to provide employee training programs and reimbursement for specific training classes, and

WHEREAS, a proposed WORKFORCE DEVELOPMENT TRAINING AGREEMENT, is attached hereto for review as Exhibit "A" hereto and is recommended for approval as being in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the WORKFORCE DEVELOPMENT TRAINING AGREEMENT by and between the City of Gulfport and the Mississippi Gulf Coast Community College, be and it

is hereby approved in the same form as is found in Exhibit "A" to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

WORKFORCE DEVELOPMENT TRAINING AGREEMENT

THE FOLLOWING WORKFORCE DEVELOPMENT TRAINING AGREEMENT BETWEEN CITY OF GULFPORT- HUMAN RESOURCES, MISSISSIPPI GULF COAST COMMUNITY COLLEGE (MGCCC), AND THE MISSISSIPPI COMMUNITY COLLEGE BOARD (MCCB), REFLECTS A CLEAR AND CONCISE UNDERSTANDING OF THE NEED FOR TRAINING ASSISTANCE FOR THE COMPANY, THE INTENT OF THIS TRAINING PROGRAM, HOW THIS PROGRAM WILL BE ACCOMPLISHED, AND THE RESPONSIBILITIES OF EACH PARTY FOR THE DEVELOPMENT AND IMPLEMENTATION OF THIS TRAINING PROGRAM.

A. JUSTIFICATION AND TRAINING NEEDS:

The City of Gulfport has requested training services from MGCCC and the MCCB. The leadership of the City of Gulfport has identified a need for upgrade training to provide their employees with enhanced change management skills. This training will meet the organizational goal of developing employees to effectively handle the challenges of a changing work environment and to provide advanced skills for city employees.

B. COMPANY PROFILE AND TRAINING OBJECTIVES:

Incorporated in 1898, Gulfport has grown into the second largest city in Mississippi with a population in excess of 70,000. Strategically located in the Gulf, it is home to the Mississippi State Port, The Gulfport Harbor and 6.7 miles of white sand beaches.

From its simple, humble beginnings as a lumber and port city, Gulfport has evolved into a diversified community. Gulfport is a city of progress and one of the fastest growing areas in the state with a great economic mix of manufacturing, retail trade, businesses, tourism and federal installations.

The City of Gulfport has requested a partnership with Mississippi Gulf Coast Community College and the Mississippi Community College Board to offer employee training on topics to include:

- Computer Use & Application,
- Supervisory/Leadership
- Employability

It is anticipated that the City of Gulfport will request a total reimbursement of \$4000.00. The shared cost invoiced to the City will not exceed 20% of project total or \$800.00.

Any modifications to this agreement will require:

1. A modification narrative explaining the rationale for the modification. This narrative document must be signed by the company representative approving any increase or decrease in funding and approved by the appropriate college representative.
2. A college budget showing the addition or subtraction of funds.

3. Copies of MCCB project modification if the modification includes workforce funding.

C. THE COMPANY WILL:

1. Request reimbursement for the agreed upon training hours from MGCCC at least every 60 days to allow the college to request training reimbursement from the MCCB.
2. Be in compliance with E-Verify as specified in the Mississippi Employment Protection Act.
3. Allow Cheryl Millender or her designee to provide for direct supervision, coordination, and implementation requirements for the training program as described in this agreement.
4. Provide information as requested by the State of Mississippi to document training efforts and results including the:
 - a. State Unemployment Tax Identification number (64-6000413)
 - b. Federal Tax Identification number (9200169000).
5. Select and schedule trainees from the appropriate departments.
6. Meet MCCB requirements for funding and furnish the college with appropriate training documentation including but not limited to:
 - a. Completed college registration forms which includes social security numbers,
 - b. Daily sign in sheets showing attendance, and
 - c. Student evaluations of instruction.
7. Provide an average class size of ten (10) trainees for the duration of the project. However, no class with less than seven (7) Mississippi residents in good financial standing with the college can be funded. Any exception to this policy must be approved by the Executive Director of the MCCB or his/her designee.
8. Provide descriptions and training objectives for classes.
9. Provide documentation of all salary amounts to ensure that reimbursement amount does not exceed the amount requested.
10. Be responsible for all costs incurred for the purpose of conducting this training effort not reimbursed by the MCCB.

D. MGCCC WILL:

1. Ensure requisitions will be done at least every 60 days to MCCB.
2. Be in compliance with E-verify as specified in the Mississippi Employment Protection Act.
3. Work with industry to ensure compliance with the Mississippi Employment Protection Act for industries participating in basic skills, consortia, and open to the public

projects.

4. Provide Brock Clark or his designee to directly implement, supervise, coordinate, and monitor the training program as described in this training agreement.
5. Provide administrative and fiscal controls to properly account for all funds received.
6. Enter registration and accountability data for all students participating in training.
7. Make applications for reimbursement of training funds on behalf of City of Gulfport-HR.

E. THE MCCB WILL:

MCCB will pay within 45 days, provide funding as approved in the budget and monitor the project through documentation maintained by the college.

F. EVALUATION:

1. At the conclusion of training, evaluation forms will be distributed for completion by all participants.
2. During the course of training, the project manager will periodically monitor the classes and document observations.

G. METHOD OF PAYMENT:

Application for State training funds will be made to the MCCB. If this training is dependent solely on State funding, the training program will not start until verification of funds is established. Subcontracting of the training program with funds received from the State of Mississippi will be prohibited. The attached budget represents the projected expenditures for the training as described in the foregoing training agreement.

The City of Gulfport will be invoiced as per the approved budget for this program.

Invoices and check reimbursements will be mailed to:

The City of Gulfport
Attn: Cheryl Millender
1410 24th Avenue
PO Box 1780
Gulfport, MS 39501
228.868.5831
Fax 228.868.5833

Direct reimbursement invoices and class documentation will be delivered to:

Mississippi Gulf Coast Community College
Attn: Brock Clark
10298 Express Drive
Gulfport, MS 39503
228-897-4364
Fax 228-897-4375

Accounts Payable will be mailed to:

Mississippi Gulf Coast Community College



Attn: Louise Brown
Accounts Receivable
PO Box 609
Perkinston, MS 39573
601-928-6278
Fax 601-928-8495

Due to the close of the fiscal year on June 30, 2018, no invoices for training will be accepted after June 15, 2018. Direct reimbursement training occurring between June 16 and June 30, 2018 will not be processed nor reimbursed.

Cost share calculations will be assessed on the total value of the project using the following thresholds: $\geq \$50,000 = 10\%$; $\$5,000$ to $\$49,999 = 15\%$; $< \$5,000 = 20\%$ or $\$400$ flat fee, whichever is more.

Invoices for direct reimbursement classes must be on company letterhead and signed by a company representative.

Direct reimbursement amounts will be approved at the lowest whole dollar amount for company trainers. Example: (\$25.10 will be reimbursed at \$25.00.)

H. SIGNATURES:

THE ABOVE IDENTIFIED PARTIES ARE IN AGREEMENT WITH THE TRAINING PLAN AS DESCRIBED HEREWITHIN AND UNDERSTAND THEIR INVOLVEMENT FOR THE PROGRAM DEVELOPMENT AND OPERATION. IT IS UNDERSTOOD BY ALL PARTIES THAT THIS AGREEMENT IS NOT A BINDING CONTRACT BUT A PROCEDURAL DOCUMENT FOR THE DEVELOPMENT AND OPERATION OF THE TRAINING AGREEMENT DESCRIBED HEREWITHIN AND ANY DEVIATION FROM THIS AGREEMENT WITHOUT APPROVED MODIFICATION MAY VOID AND TERMINATE ANY TRAINING PROGRAM ASSISTANCE FROM THE COLLEGE AND/OR STATE. FURTHER, IT IS UNDERSTOOD THAT THIS TRAINING PROGRAM WILL OPERATE PROVIDED THAT FUNDS REMAIN AVAILABLE UNDER THE CURRENT BUDGET LEVEL FOR THE FISCAL YEAR. THIS TRAINING AGREEMENT IS EFFECTIVE BEGINNING JULY 1, 2017 AND WILL END ON JUNE 30, 2018.

City of Gulfport
William Hewes
Mayor

Date

MGCCC
Brock Clark
Dean of Workforce Education

Date

MGCCC
Dr. Jason Pugh
Executive Vice President, Teaching and Learning

Date

In compliance with Title VI of the Civil Rights Act of 1964, Title IX, Education Amendments of 1972 of the Higher Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and other applicable Federal and State Acts, the Board of Trustees of the Mississippi Gulf Coast Community College hereby adopts a policy assuring that no one shall, on the grounds of race, religion, color, national origin, sex, age or qualified disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity of the College. The Mississippi Gulf Coast Community College is an Equal Opportunity Employer and welcomes students and employees without regard to race, religion, color, national origin, sex, age or qualified disability."

Compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Title II of the Age Discrimination Act and Title IX of the Education Amendments of 1972 is coordinated by Dr. Michael Heindl, Vice-President for Administration and Finance, Perkinston Campus, P. O. Box 609, Perkinston, Mississippi 39573, telephone number 601-928-5211, email address Michael.heindl@mgccc.edu



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 09/25/2017

Subject: Resolution - approving Third Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and AT&T / New Cingular Wireless, PCS, LLC, (Licensee) allowing for installation, maintenance and operation of certain radio communications equipment on Gulfport's Water Tank located on 200 E. Each Beach Boulevard and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE THIRD AMENDMENT TO LICENSE AGREEMENT BETWEEN
UTILITY SERVICE COMMUNICATIONS CO., INC (LICENSOR) AND AT&T/NEW
CINGULAR WIRELESS (LICENSEE) ALLOWING FOR REMOVAL AND
REPLACEMENT OF CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON
GULFPORT’S WATER TANK LOCATED AT 200 EAST BEACH BOULEVARD,
GULFPORT**

WHEREAS, AT&T/New Cingular Wireless, (“AT&T” or “Licensee”) has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.,** City of Gulfport’s water tank management and communications marketing agent (**“Licensor”**), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 200 East Beach Boulevard, Gulfport, MS; and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement; and

WHEREAS, Licensee desires to remove three (3) antennas, add three (3) antennas of a different model, add three (3) RRUS-32, add one (1) DC6-18 full squid, add four (4) DC2 surge protection boxes, add two (2) DC cables and add one (1) 3/8” fiber cable, as more fully described and set forth in the attached Third Amendment to License Agreement (Exhibit “1”);

WHEREAS, the site fee, as a result of the changes herein, will increase from \$3,500.00 per month to \$3,856.00 per month.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the Mayor and City Council hereby officially approve the Third Amendment to License Agreement in substantially the form annexed hereto as **Exhibit "1"**, between the Licenser and Licensee, AT&T/New Cingular Wireless, and do hereby authorize the Mayor to sign and execute the Third Amendment to License Agreement (and all counterparts thereof) for official approval in behalf of the City of Gulfport, Mississippi.

SECTION 3. That this resolution shall be spread upon the Minutes of the Gulfport City Council, and shall be in full force and effect according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR



8-10-17

Tank Owner: The City of Gulfport
Tank Location: 200 E. Beach Blvd
Gulfport, MS 39507
Licensor Project No.: 127938
Licensee Name: AT&T / New Cingular Wireless
Licensee Site Name: West Pass Road
Licensee Site ID: 2703879977
Licensee Fixed Asset No: 10016942

Third Amendment to License Agreement

THIS THIRD AMENDMENT TO LICENSE AGREEMENT ("Third Amendment") is made as of this 21st day of September, 2017, between Utility Service Communications Co., Inc., a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and New Cingular Wireless PCS, LLC, whose business address is 575 Morosgo Drive NE, Atlanta, GA 30324 (herein referred to as the "Licensee") and The City of Gulfport whose business address is 2309 15th Street, Gulfport, MS 39501. (herein referred to as the Tank Owner).

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated October 20, 2009, ("Agreement") a First Amendment dated January 8, 2013 ("First Amendment"), a Second Amendment dated October 20, 2015 ("Second Amendment") whereby Licensor and Tank Owner granted Licensee permission to install, maintain and operate certain radio communications equipment ("Equipment") on a Tank Site located at 200 E. Beach Blvd, Gulfport, MS 39507.

WHEREAS, Licensor, Tank Owner and Licensee desire to modify and amend the Agreement and/ or the Amendments as set forth herein.

WHEREAS, Licensee desires to remove three (3) antennas, add three (3) antennas of a different model, add three (3) RRUS-32, add one (1) DC6-18 full squid, add four (4) DC2 surge protection boxes, add two (2) DC cables and add one (1) 3/8" fiber cable.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensor all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Third Amendment, Licensee must submit said documentation to Licensor no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-2 attached to the Second Amendment is hereby replaced with Exhibit A-3 attached.
2. Exhibit D-2 attached to the Second Amendment is hereby replaced with Exhibit D-3 attached.
3. Exhibit E-2 attached to the Second Amendment is hereby replaced with Exhibit E-3 attached.
4. The amount of the Site Fee provided for in Section 4 of the Second Amendment shall be amended to reflect an increase in the Site Fee to: Three Thousand Eight Hundred Fifty Six and no/100 (\$3856.00) Dollars effective as of the earlier of the first day of the month in which the modifications commence or October 1, 2017 (New Site Fee Commencement Date), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with Agreement with the next scheduled increase to occur on 10/1/18 at a rate of three percent (3%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensor Project Number 127938 and Site I.D. Number on remittance to Licensor.
5. In addition to any change in the Site Fee set forth in this Third Amendment, Licensee shall pay to Licensor upon Licensee's execution and delivery of this Third Amendment a one time non-refundable Administrative Fee in the amount of One thousand and no/100 (\$1000.00) Dollars.
6. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.
7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and/or any Amendments and the terms of this Third Amendment, full force and effect shall be given to the terms of this Third Amendment, and any clause, condition, restriction or other term of the Agreement and/or any Amendments that contradicts any term of this Third Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and/or any Amendments shall continue in full force and effect.

8-10-17

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: Debbie Sullivan

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: 9-21-17

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: William Hilger

Printed Name: William Hilger

Title: Area Manager

Date: 9-20-17

TANK OWNER:

City of Gulfport

By: _____

Printed Name: _____

Title: Mayor

Date: _____

Exhibit A-3

Tank Owner: The City of Gulfport
 Tank Location: 200 E. Beach Blvd
 Gulfport, MS 39507
 Licensor Project No.: 127938
 Licensee Name: AT&T / New Cingular Wireless
 Licensee Site Name: West Pass Road
 Licensee Site ID: 2703879977
 Licensee Fixed Asset No: 10016942

1. Frequencies:**Existing:**

Transmit: 1950-1965, 1710-1755, 736-746 MHZ

Receive: 1870-1885, 2110-2155, 704-716 MHZ

New:

Transmit: 2350-2360 MHz

Receive: 2305-2315 MHz

2. FCC call letters: KNLG610; KNLG908; WPXK756; WPZA237; WQBQ604; KNLB236; KNLB237; KNLB240; KNLB241; WPSL356; WPSL362; WQYV636; WQVN781; WQGD760**3. Type of Service: LTE 700/AWS/WCS and UMTS 1900****4. Transmitter(s):****Existing to remain:**

Number: TWO (2)

Make: NOKIA / ERICSSON

Model: ULTRASITE 1900/RBS 3206

Power Output: 100 WATTS

ERP: 500 WATTS

Existing to be removed:

Number: NONE

New:

Number: NONE

5. Receiver(s):**Existing to remain:**

Number: TWO (2)
 Make: NOKIA / ERICSSON
 Model: ULTRA SITE/RBS 3206

Existing to be removed:

Number: NONE

New:

Number: NONE

6. Diplexers(s): COMBINERS / BIAS-T**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU**Existing to remain:**

Number: THREE (3)
 Make: POWERWAVE
 Model: LGP18606
 Type: TMA
 Dimensions: 10.7" x 6.7" x 3"
 Weight: 9.9lbs

Existing to be removed:

Number: NONE

New:

Number: NONE

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**Existing to remain:**

Number: NINE (9)
 Make: ERICSSON
 Model: (3) RRUS-11,
 (3) RRUS-12 + (3) A2 MODULES
 Dimensions: (3)19.7"x17"x7.2"
 (3)20.4"x18.5"x7.5"/15.1"x16.4"x3.3"

Existing to be removed:

Number: NONE

Weight: 50.7lbs / 72lbs

New:

Number: THREE (3)
 Make: ERICSSON
 Model: RRUS-32
 Dimensions: 27.2"x12.1"x7"
 Weight: 60lbs

9. Remote Controlled Antenna Tilt Units: RCU / RET

Existing to remain:

Number: THREE (3)
 Make: KATHREIN
 Model: 860 10225 w/5/16" RET Cable
 Type: RET
 Dimensions: 7.2"x2.4"x2"
 Weight:

Existing to be removed:

Number: NONE

New:

Number: NONE

10. Remote Mounted Junction / Distribution Box / COVP

Existing to remain:

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

11. Surge Protector(s): Raycaps

Existing to remain:

Number: ONE (1)
 Make: RAYCAP
 Model: DC6-48-60-18-8F
 Type: FULL SQUID
 Dimensions: 24"x9.7"
 Weight: 32.8lbs

Existing to be removed:

Number: NONE

New:

Number: FIVE (5) / Four (4) (existing but not accounted for)
 Make: RAYCAP
 Model: (1) DC6-48-60-18-8F / (4) DC2-48-60-0-9E
 Type: FULL SQUID / Surge Protector
 Dimensions: 24"x9.7" / 10.25"x10.25"x6.2"
 Weight: 32.8lbs / 16 lbs.

12. Antenna(s):**Existing to remain:**

Number: THREE (3)
 Make: CCI
 Model: HPA-65R-BUU-H6-K
 Type: PANEL
 Dimensions: 72.3"x14.4"x7.3"
 Weight: 55.5lbs

Existing to be removed:

Number: THREE (3)
 Make: (3) KATHREIN
 Model: 741989
 Type: Panel
 Dimensions: 51.3"x6.1"x2.7"
 Weight: 20.9lbs

New:

Number: THREE (3)
 Make: CCI
 Model: DPA-65R-BUUUU-H8B-K
 Type: PANEL
 Dimensions: 95.9"x14.4"x8.6"
 Weight: 78.7lbs

13. Microwave(s):**Existing to remain:**

Number: NONE

Existing to be removed:

Number: NONE

New:

Number: NONE

14. Coax:**Existing to remain:**

Number: TWELVE (12)
 Make: RFS
 Model: LCF 158-50A
 Size: 1 5/8"
 Color: WHITE

Existing to be removed:

Number: NONE

New:

Number: NONE

15. Fiber / DC Cable(s):**Existing to remain:**

Number: THREE (3)
 Make: ROSENBERGER LEONI
 Model: (1) FB-L98B-034-XXX
 (2) WR-VG86ST-BRD
 Size: (1) 3/8", (2) 3/4"
 Color: BLACK

Existing to be removed:

Number: NONE

New:

Number: THREE (3)
 Make: ROSENBERGER LEONI
 Model: (1) FB-L98B-034-XXX / (2) WR-VG66ST-BRD
 Size: (1) 3/8" / (2) .957"

16. Generator:**Existing to Remain:**

Number: ONE (1)
 Make: KOHLER
 Model: DIESEL 5D060
 Size: 60KW

Existing to be removed:

Number: NONE

New:

Number: NONE

17. Fuel Tank:**Existing to Remain:**

Number: DIESEL

Size: 500GAL

Existing to be removed:

Number: NONE

New:

Number: NONE

18. Licensee's Existing Ground space measuring 6' x 10.5' will remain the same.**19. Licensee desires to obtain NO additional ground space.****20. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.**

Removing Three (3) antennas mounted on (3) post on the Corral at the ~145' level.

Adding THREE (3) antennas mounted on same (3) post(s) on the CORRAL at the ~145' level, giving Licensee a total of Six (6) antennas on (6) post(s) at a maximum separation between posts of five feet in each sector.

21. Antenna Orientation:

Alpha position at 340 degrees, on Post(s) # 1 AND 2

Beta position at 90 degrees, on Post(s) # 7 AND 8

Gamma position at 230 degrees, on Post(s) # 13 AND 14

22. Scope of work relating to this upgrade:

Remove three (3) antennas, add three (3) antennas of a different model, add three (3) RRUS-32, add one (1) DC6-18 full squid, add four (4) DC2 surge protection boxes, add two (2) DC cables and add one (1) 3/8" fiber cable.

23. Final Configuration:

SIX (6) ANTENNAS

THREE (3) TMA

THREE (3) RET W/ One (1) 5/16" RET CABLE

SIX (6) RAYCAP

NINE (9) RRU

TWELVE (12) 15/8" WHITE COAX

TWO (2) 3/8" FIBER CABLES

FOUR (4) DC CABLES

Exhibit D-3

Utility Service Communications Co., Inc. (USCCI) Structural & Drawing Requirements

Structural Requirements:

Standards:

1. ANSI/ TIA-222-G: Structural Standard for Antenna Supporting Structures and Antennas
 - a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
 - a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
 - a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed.
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific.
2. If USCCI Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition contact.

3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader.
4. Coax may be required to be buried by USCCI Project Manager and/or Tank Owner.
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow.
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited.
7. Tank height, RAD center height, balcony height must be on plans.
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank.
9. Only full sealed welding is allowed and must be indicated on plans.
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank.
11. Corral must be painted to match Tank.
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed.
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans.
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings.
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
 - a. USCCI Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10').
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems.
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable.

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by USCCI prior to Licensee being allowed to go on air (Regardless of Contractor).

USCCI Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

8-10-17

If you have any questions, please contact:

Lee Duke, USCCI Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534

Exhibit E-3

Utility Service Communications Co., Inc. (USCCI) Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with USCCI standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable.

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received USCCI approval prior to commencing any installation work. Such approval shall require the completion of a USCCI Contractors Qualification Package along with

submittal of photographs of prior Tank installations. All installation work shall be in accordance with an USCCI previously approved installation plan. USCCI, at its sole discretion, shall have the right to supervise the installation of any and all Equipment. Certificates of insurance will be required by USCCI of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by USCCI. All work shall be performed in a neat and workmanlike manner.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 Health and Safety:

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of USCCI.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.
- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

4.0. General Workmanship:

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.
- 4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance Licensee's antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.
- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.

- 4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by USCCI.
- 4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA D100 section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 standards is required on each structure.
- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.
- 4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 Welding:

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.
- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 Electrical:

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the license Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Where practical, cable runs shall be buried between the tower and electrical Equipment housing.
- 7.6 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.
- 7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 Equipment:

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.
- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Signs are not allowed to be attached to the tank
- 8.3 Equipment shall only be installed in locations and positions determined by Utility Service Communications. The USCCI Project Manager will designate the exact locations for the installation of electric Equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the USCCI Project Manager shall be contacted prior to any further work.

- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF Equipment, other associated Licensee Equipment or any Licenser Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 Equipment installed greater than twenty feet (20'-0") from the Tank must have the coax run buried per applicable specifications.
- 8.7 Ice bridges must be a minimum of seven feet (7'-0") above grade to allow Tank owner to maintain the grounds.

9.0 Inspections & Approvals:

- 9.1 USCCI shall be provided with the structural analysis for review and approval. (See "Exhibit D-3" for Requirements)
- 9.2 USCCI shall be provided with 'as-built plans' or Tank mapping for review.
- 9.3 USCCI shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-3" for Requirements)
- 9.4 Licensee must have the following in hand prior to releasing the site for permitting.
 - A. Fully Executed License Agreement / Amendment
 - B. USCCI Approved Structural
 - C. USCCI Approved and Stamped Drawings
 - D. USCCI Approved Contractor to perform the work on the tank
 - E. All fees and charges must be paid
 - F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
 - G. USCCI Issued NTP
- 9.5 Licenser will issue an NTP prior to the site being released for construction. Licensee must sign and give a firm construction date and return the NTP to Licenser. Licenser will then release the site for construction. Licenser will supply a tank owner contact name and number to Licensee.
- 9.6 USCCI must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by USCCI. This package shall supply as a minimum, photographs,

sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.

**9.8 USCCI Site Management must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)**

If you have any questions regarding these installation standards, contact:

Lee Duke, USCCI Project Manager

Office: 800-679-7819

Desk: 478-988-5260

Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director

Office: 800-679-7819

Desk: 478-988-5255

Cell: 478-396-9534



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/11/2017

Subject: Resolution - declaring certain police equipment to be surplus property which is no longer used or needed by the Municipality and declared to have no value to the Municipality and authorizing donation of said items of Municipal personal property to the Hancock County Sheriff's Department, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING
CERTAIN POLICE EQUIPMENT TO BE SURPLUS PROPERTY WHICH IS NO LONGER
USED OR NEEDED BY THE MUNICIPALITY AND DECLARED TO HAVE NO VALUE TO
THE MUNICIPALITY AND AUTHORIZING DONATION OF SAID ITEMS OF MUNICIPAL
PERSONAL PROPERTY TO THE HANCOCK COUNTY SHERIFF’S DEPARTMENT, AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport is in possession of certain equipment related to firearms (as more fully outlined, described and delineated in the Memorandum of Sgt. Timothy J. Airhart, as approved by Chief Leonard Papania, which is attached hereto as Exhibit “A”) that it desires to donate to the Hancock County Sheriff’s Department; and

WHEREAS, the aforementioned equipment and other items of personal property are no longer of any use to the City of Gulfport because of their age, condition or other factors specific to each piece of personal property; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 and § 17-25-25 of the Mississippi Code of 1972, as amended, is vested with authority to determine when personal property belonging to the municipality is surplus, and to make disposition thereof; and

WHEREAS, the City of Gulfport proposes to donate the aforementioned listed equipment and other items of personal property to the Hancock County Sheriff’s Department in accord with § 31-7-13(m)(iv) ; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the listed equipment and other items of personal property as found in Exhibit “A” hereto are of no further value to the City of Gulfport due to their condition, age or other factors specific to each piece of personal property and further finds that the City of Gulfport is authorized to donate the listed property to the Hancock County Sheriff’s Department, and further finds that it is in the best interest of the City of Gulfport that the aforementioned

listed equipment and other items of personal property be hereby conveyed, donated and assigned as the same is surplus personal property belonging to the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the listed equipment and other items of Municipal personal property, due to their age, condition, or other factors specific to each piece of personal property are hereby declared to be surplus personal property of the City of Gulfport, having no value to the City and being a burden to the City of Gulfport.

Section 3. That the listed equipment, and other items of Municipal personal property be, and they are hereby authorized for donation to the Hancock County Sheriff's Department, in accord with §§ 17-25-25 and 31-7-13(m)(iv) of the Mississippi Code of 1972, as amended, and the Mayor is hereby authorized and empowered to sign and execute any and all documents that may be required to record such transfer of the ownership of the various pieces of personal property with the conveyance or transfer of the personal property conditioned upon the recipient's agreement to take the items of personal property "as is" without any warranty or guarantee of any kind and to agree that it will hold the City of Gulfport harmless and indemnify the City from any claims related to the items of personal property that may arise after the transfer of the personal property.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the
_____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2017.

MAYOR

Hancock County Sheriff's Office

Sheriff Ricky Adam

8450 Highway 90 Bay St. Louis, MS 39520 Office (228) 466-6900 Fax (228)255-8246



The Hancock County Sheriff's Office is requesting from the Gulfport Police Department assistance in the form of any surplus duty gear I.E. Duty holsters, plain cloths officer holsters, tactical holsters and magazine pouches to support Glock 21 or Glock 30 firearms.

14 Duty Holsters

6 Plain Cloths Officer Holsters

6 Tactical Holsters

20 Magazine Pouches (Duty)

6 Plain Cloths magazine Pouches

The requested for assisted items will aid the Hancock County Sheriff's Office in the issue of said listed items.

APPROVED

Date 8-9-2017

Initials [Signature]

LEONARD J. PAPANIA

Chief of Police

Gulfport Police Department

*SURPLUS VIA
COUNCIL*


Sgt. Timothy J. Airhart

tairhart@co.hancock.ms.us

228-216-4145

Armorer





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 09/26/2017

Subject: Resolution - authorizing an expenditure representing Gulfport's share of the local match funds for the Federal Earmark Grant to develop a multimodal corridor project at the CSX rail line in Harrison County, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO
AUTHORIZE AN EXPENDITURE REPRESENTING GULFPORT'S SHARE OF THE
LOCAL MATCH FUNDS FOR THE FEDERAL EARMARK GRANT TO
DEVELOPMENT A MULTIMODAL CORRIDOR PROJECT AT THE CSX RAIL LINE
IN HARRISON COUNTY, AND FOR RELATED PURPOSES**

WHEREAS, the Gulf Regional Planning Commission ("GRPC") is coordinating development of a plan ("the plan") for a multimodal corridor project in proximity to the CSX rail line in Harrison County, Mississippi as more fully set forth in the attached memo/letter from Elaine Wilkinson, Executive Director of the GRPC; and

WHEREAS, the development of the plan is being funded through a federal grant (in the total amount of \$1,425,000) which requires a local match; and

WHEREAS, Gulfport's share of the cost for the local match of the federal grant is \$25,000 over two years (\$12,500.00 per year for FYE 2018 and 2019); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport will benefit from its participation in the funding of the local match for the aforementioned federal planning grant.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY
COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:**

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds of Twelve Thousand, Five Hundred Dollars (\$12,500.00) to the Harrison County Development Commission toward the local match, for FYE 2018, of the aforementioned federal planning grant.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

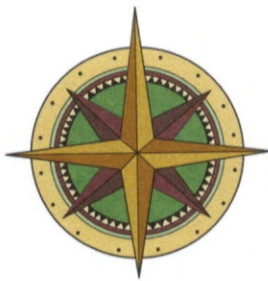
CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Gulf Regional Planning Commission

Serving the Governments of the Mississippi Gulf Coast

September 12, 2017

The Honorable Billy Hewes
Mayor
City of Gulfport, Mississippi

RE: FY 2018 Invoice

The Gulf Regional Planning Commission is requesting remittance of the City of Gulfport share of the local match funds for the Federal earmark grant to develop a multimodal corridor project in proximity to the CSX rail line in Harrison County, MS. The project plan will be designed for implementation in segments of priority. The transportation facility will accommodate the movement of vehicles, including public transit (with build out as a bud-rapid transit system) as well as pedestrians. The project plan will include an environmental assessment and documents necessary to proceed to the engineering and construction phase of development. An associated land use plan to incentivize transportation-oriented development at key interchanges will be developed, along with a financing strategy to secure the funding necessary for construction.

Please remit to GRPC as follows:

Federal grant total =	\$1,425,000
Gulfport total commitment =	\$ 25,000 (over two years, 2018-2019)
Total due FY18 =	\$ 12,500

Sincerely,

GULF REGIONAL PLANNING COMMISSION

ELAINE G. WILKINSON
EXECUTIVE DIRECTOR

Cc: Dr. John Kelly, CAO



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/25/2017

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport Fire Department regularly participates in Fire Prevention Month in October and community outreach efforts promoting a good relationship between the City and the community that it serves; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$3,325.00 for the purchase of the items identified in the attached request hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the City of Gulfport Fire Department, is hereby authorized to expend municipal funds in the approximate amount of \$3,325.00, payable in payment to the entities listed on the attached requests to purchase.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: September 25, 2017

**Re: Promotional Items Request
City of Gulfport Fire Department**

The City of Gulfport Fire Department is requesting approval to purchase Custom Fire Hats, Custom Sticker Badges, bracelets, pencils and coloring books to promote the month of October as Fire Prevention Month. The total approximate cost is \$3,325.00 – see attached quotes.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (See attached resolution).

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

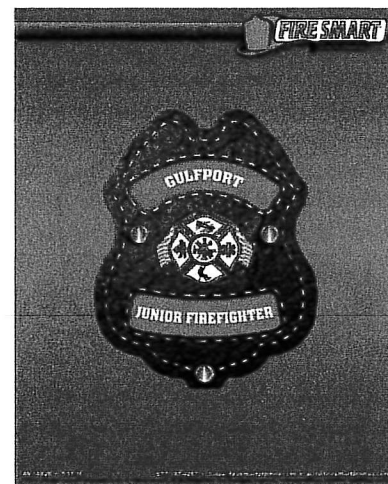
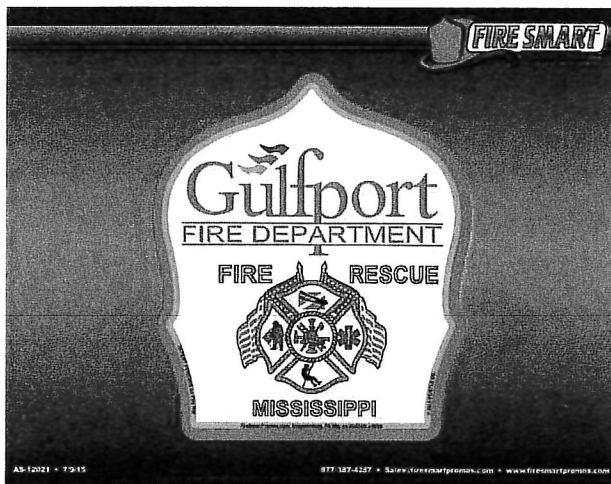
Estimate Response Form Report



9/21/2017 9:53:20 AM
 Fire Smart Promotions
 1 Beistle Plaza
 Shippensburg, PA 17257
 Phone: 877-387-4287
 Fax: 888-467-5141
 Email: sales@firesmartpromos.com

Customer: 12758
 NATASHA TATE
 Gulfport Fire Department
 1515 23rd Ave
 Gulfport MS 39501-2058
 United States
 Phone: 228-868-5950 x 6671
 Email: ntate@gulfport-ms.gov

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000011352rev	Net 30 Days	9/21/2017	10/21/2017	Beth Hile	USD
Quantity	Item	Unit Price	Extended Price		
2,000.00 EA	SS66777A Custom Fire Hat Repeat of Previous Artwork / AS-12021	0.54000	1,080.00		
500.00 EA	SS66777AP Custom Fire Hat Repeat of Previous Artwork / AS-12021	0.54000	270.00		
500.00 EA	SS66778AWDC Custom Dalmatian Fire Hat Repeat of Previous Artwork / AS-12021	0.59000	295.00		
2,500.00 EA	S17994IFS Custom Sticker Badges Repeat of Previous Artwork / AS-14828	0.09000	225.00		
	Free Shipping	0.00000	0.00		
	No Set Up Fees	0.00000	0.00		
			Total Amount:		1,870.00





Amy Barrett
228-863-2231
amybarrett.geiger.com

September 20, 2017

Quote for Gulfport Fire Department
Silicone bracelet
Red with white imprint
7.953 inch by .472 (approx 8 inch round)
1000 @ .38 = 380.00
Ship est. 25.00
Total 405.00

Thank you, Amy





Amy Barrett
228-863-2231
<http://abarrett.geigermall.com>

September 20, 2017

Quote for Gulfport Fire Department

Pencils

Red with white imprint

Item IP-3

2000 @ .15 each = 300.00

Ship est. 40.00

Total 340.00

Thank you, Amy





Amy Barrett
228-863-2231
<http://abarrett.geigermall.com>

September 20, 2017

Quote for Gulfport Fire Department

Coloring books Item 0191

A Visit to the Fire Station

1500 @ .40 each = 600.00

Ship est. 110.00

Total 710.00

Thank you, Amy



290 FIRE	FOR 2018	2017	2018
		CY Budget	BUDGET
290 627700 CONTRIBUTIONS		3,403.00	3,403.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/14/2017

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Services Department and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU LEISURE SERVICES CITY SPONSORED FUNCTIONS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Leisure Services Department regularly participates in functions, recruiting and community outreach efforts promoting a good relationship between the City and the community it services; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$15,000.00 serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the City of Gulfport, by and through the Leisure Services Department, is hereby authorized to expend municipal funds in the amount of \$15,000.00 in accordance with the attached online advertising agreement with WLOX, located at 208 Debuys Rd., Biloxi, MS 39501.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this, the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: September 14, 2017

**Re: Promotional Request – WLOX Advertisement
2017 Harbor Light Show**

The Department of Leisure Services is requesting permission to enter in the attached online advertising agreement with WLOX for a 2017 Out of Market extended digital campaign to promote the Harbor Lights Festival held in Jones Park. The total approximate cost is \$15,000.00. The objective is to target families and other Christmas enthusiasts using a combination of desktop and mobile retargeting tactics along with video pre-roll impressions.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (See attached resolution).

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/25/2017

Subject: Request - to transition from KRONOS Time Management to MUNIS Executime System.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: September 25, 2017

Re: Request to Purchase Executime Timekeeping System – City Wide

Please see attached letter of request from Rick Fisher recommending the upgrade/transition to MUNIS Executime for \$86,760.00, with an annual software maintenance cost of \$10,258.00.

Currently, there is an upgrade cost for the existing Kronos System at a minimum of \$53,495.00, with the cost of recommended software of \$70,505.00 and a server cost of \$23,000.00. Annual software cost is approximately \$24,500.00.

Thank you for your consideration.



Department of Technology
& Information Management

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5734
Fax: 228-868-5883

September 22, 2017

Jones Building
1422 23rd Ave
Gulfport, MS 39501

To: Linda Elias
Comptroller/City Clerk
City of Gulfport

RE: Request To Transition City Time Keeping System
To Munis Executime Module

Our current version of Kronos, implemented in 2008 has reached the end of its service life, in both software and server hardware. After much discussion during the past several months with the Payroll Office, General Finance, the HR Department, as well as the Fire Department, the consensus is the city would benefit more from the efficiencies and significant cost savings by moving to the Munis time keeping module, Executime.

With this transition the city and our employees will see benefits which we have not had in the past with the current time keeping system. The addition of the Munis Executime module will allow our HR Department and our employees to leverage the use of the Munis Employee Self Service, ESS, module we have always had but never used.

The use of this Executime module software will simplify our current software systems and put all of our employee's information at their fingertips in the ESS portal of our current Munis software for them. We have never implemented ESS in the past due to integration issues with Kronos and how employee data was stored in Kronos and not in Munis where all of our employee information is housed. With the addition of the Executime module our employees will be able to take full advantage of the services HR and GF can offer them such as instant access to all of their time/leave accrual's, pay check stubs, W-2's, there tax withholding choices for dependents, and there is even a dependent calculator so the employee can see how any withholding changes will affect their paychecks before implementing the change, as well as their health/life insurance links, and many other features that will benefit the employee, all from a single log in.

Other benefits of the Executime module, at no additional cost, are remote time keeping from smart phones for punching in and out as well as supervisory positions being able to approve timesheets and time off requests remotely when needed. The remote smart phone punching in and out can also be set with geofenced guards that will only allow designated employees to punch in and out within a certain geographic area. We will also see the benefit of unlimited supervisory licenses for administrative time keeping functions at no additional costs to the city.

The upgrade/transition to the Munis timekeeping module, Executime will cost \$86,760 with clocks being an additional costs. We will not need to purchase proprietary time clocks like we have to with Kronos so this could also be cost savings. The software will run on the existing city Munis/TCM server because it is an integrated module with our existing Munis software. The yearly software maintenance will be \$10, 258.

In comparison the upgrade of Kronos software would be a minimum of \$52,495, but the recommended software offering by Kronos for us was \$70,505. The cost of the needed server if Kronos is upgraded will be approximately \$23,000 and the proprietary clocks were \$2,100 each in 2008. The yearly software maintenance is currently \$24,500 and will range up to \$28,000 per year for Kronos depending on what options are taken.

With all points considered including overall costs and efficiencies, we would like to start the process of transitioning to the Munis Executime Module as soon as possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Fisher', is positioned above the printed name.

Rick Fisher
Director of Technology
& Information Management



Quoted By: Joe Parent
 Date: 9/11/2017
 Quote Expiration: 10/25/2017
 Quote Name: City of Gulfport E
 Quote Number: 2017-34055
 Quote Description: City of Gulfport E

Sales Quotation For

City of Gulfport
 1422 23rd Ave Trlr D3
 Joseph T. Jones Building
 Gulfport, MS 39501-2055
 Phone +1 (228) 868-5700

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Mod
Human Capital Management:					
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	0	\$0.00	\$0.00	\$
ExecuTime Advance Scheduling - Up to 150 Employees	\$14,080.00	48	\$8,400.00	\$0.00	\$2
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$
ExecuTime Time & Attendance - Up to 750 Employees	\$28,160.00	144	\$25,200.00	\$0.00	\$5

Additional:

Payroll - Accrual Balances - F	\$0.00	0	\$0.00	\$3,500.00	\$
Payroll - Accumulators - F	\$0.00	0	\$0.00	\$3,500.00	\$
Sub-Total:	\$51,290.00		\$33,600.00	\$7,000.00	\$9
<u>Less Discount:</u>	<u>\$5,130.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$</u>
TOTAL:	\$46,160.00	192	\$33,600.00	\$7,000.00	\$8

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$46,160.00	\$0.00
Total Tyler Services	\$40,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$86,760.00	\$0.00
Contract Total	\$86,760.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit
Payroll - Accrual Balances	\$3,500.00	
Payroll - Accumulators	\$3,500.00	

TOTAL:

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Y
Payroll/HR:					
ExecuTime Advance Scheduling Mobile Access	\$3,975.00	\$398.00	\$3,577.00	\$795.00	
ExecuTime Advance Scheduling - Up to 150 Employees	\$14,080.00	\$1,408.00	\$12,672.00	\$2,816.00	
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$508.00	\$4,567.00	\$1,015.00	
ExecuTime Time & Attendance - Up to 750 Employees	\$28,160.00	\$2,816.00	\$25,344.00	\$5,632.00	

Additional:

TOTAL:

\$51,290.00

\$5,130.00

\$46,160.00

\$10,258.00

Comments

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business T

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are re remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by T daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class o class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach where of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or service right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subj notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for 7 due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler So Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

Executime Advance Schedule Software includes up to 165 employees.

Agreement refers to the original signed Agreement October 20, 1998.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Public Works

Date: 09/21/2017

Subject: Budget Amendment #1 - to transfer funds for the Flat Branch/Qubbie Creek Emergency Watershed Protection Project

Recommendation:



**DEPARTMENT OF
PUBLIC WORKS**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Budget Amendment

To: Linda Elias, CPA, Comptroller
Leah Holland, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

From: Wayne E. Miller, P.E., Director of Public Works

Date: September 21st, 2017

WEM

**Subject: Budget Amendment to Fund Flat Branch/Qubbie Creek Emergency
Watershed Protection Project**

AMOUNT	FROM	TO
\$64,150.00	311-614500 (Drainage & Other Projects)	311-640100-02921 (Drainage & Other Projects: Flat Branch/Qubbie Creek)
\$64,150.00	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer a total of **\$64,150.00** from the Drainage and Other Projects account to the Flat Branch/Qubbie Creek project account in order to fund the Emergency Watershed Protection project.

This project is designed to repair erosion at five (5) locations: River Road, Qubbie Creek Site #2, Hwy 49-Northwood Hill, Northwood Hills Drive, and Qubbie Creek Site #1. The estimated engineering design and construction cost of the project is \$705,845.00. The repairs will be funded 75% by the Natural Resources Conservation Service (NRCS) at \$541,695.00 with the remaining 25% (164,150.00) to be paid by the City.

The current project account (358-640100-02921) shows a total of \$100,000.00. Therefore a transfer of \$64,150.00 is required to obtain the remaining necessary funding for the City's 25% share.

I hereby recommend this budget amendment.

Please place on the October 3rd, 2017 City Council Agenda.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 7/6/17

Re: Request to Approve Application with the Natural Resources Conservation Service

- River Road, Qubbie Creek, Northwood Hills North @ Flat Branch
- Emergency Watershed Protection Project

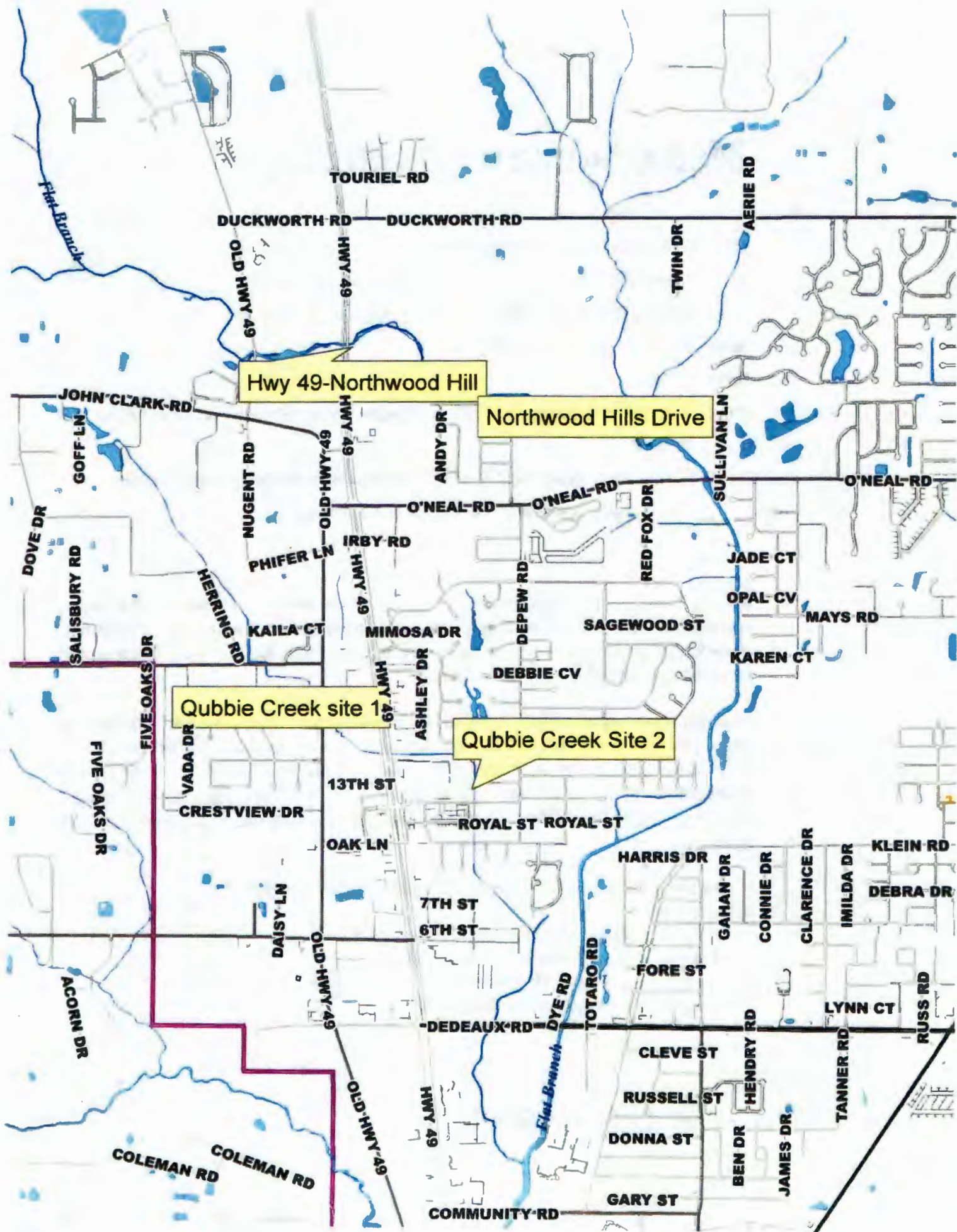
Attached for your consideration, are various documents related to the above referenced project. This project is designed to repair erosion at five (5) locations: River Road, Qubbie Creek Site #2, Hwy 49-Northwood Hill, Northwood Hills Drive, and Qubbie Creek Site #1. See attached maps.

The estimated engineering design and construction cost of the project is \$705,845.00. The repairs will be funded 75% by the Natural Resources Conservation Service (NRCS) at \$541,695.00 with the remaining 25% (\$164,150.00) to be paid by the City. Any easement acquisition will be the responsibility of the City. This is not the final agreement but a budget amendment to fund the City's share will be needed at that time.

Please place this item on the July 18, 2017 City Council Agenda.

Attachments:

1. Letter from Mayor to Kurt Readus
2. Application for Federal Assistance SF-424
3. Recipient Contact Information
4. Assurance – Construction Programs

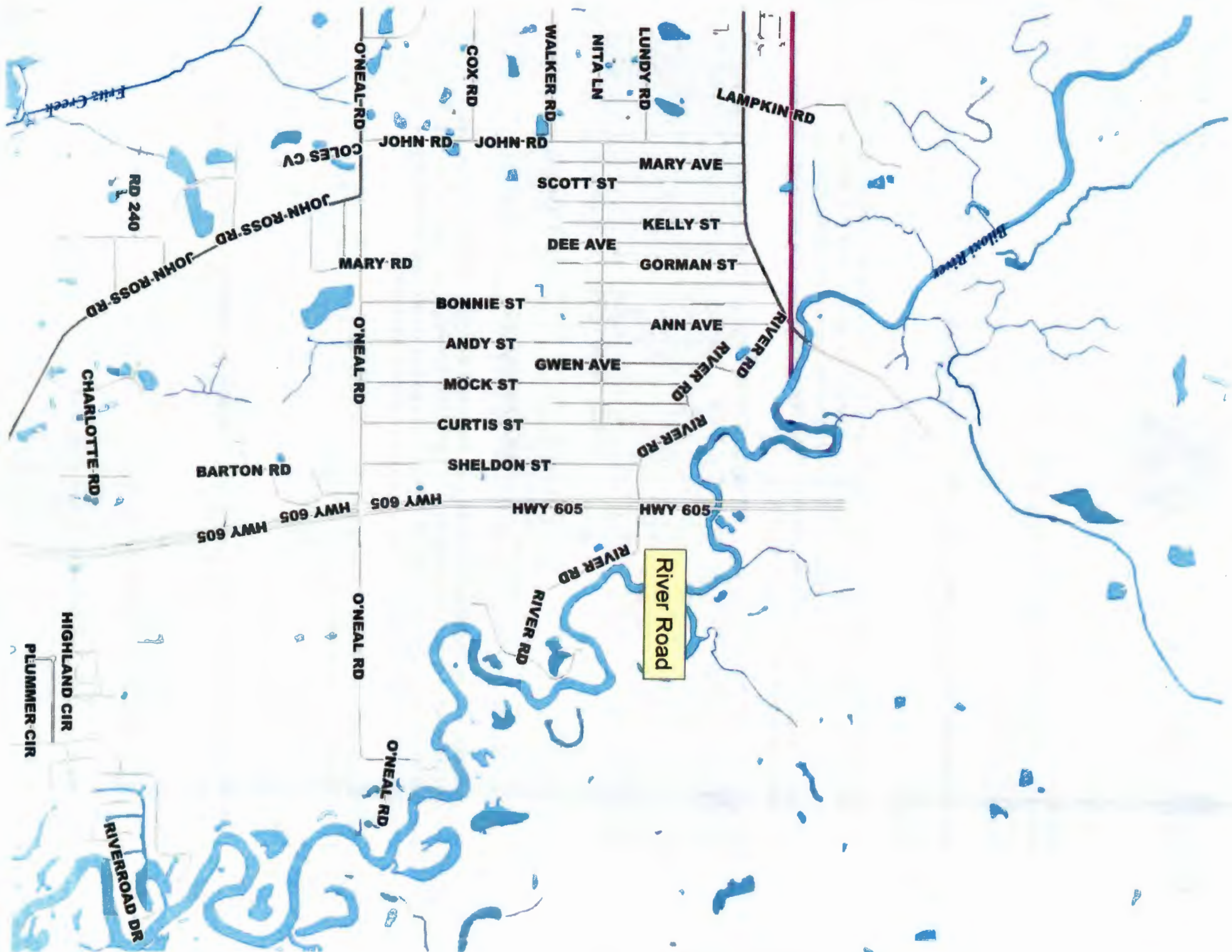


Hwy 49-Northwood Hill

Northwood Hills Drive

Qubbie Creek site 1

Qubbie Creek Site 2



River Road

LAMPKIN RD

RIVER RD
RIVER RD
RIVER RD

RIVER RD
RIVER RD

O'NEAL RD

O'NEAL RD

O'NEAL RD

O'NEAL RD

HWY 605
HWY 605
HWY 605

HWY 605

BONNIE ST
ANDY ST
MOCK ST
CURTIS ST

DEE AVE
SCOTT ST

GORMAN ST
KELLY ST
MARY AVE

JOHN RD
JOHN RD

COX RD

WALKER RD

NITA LN

LUNDY RD

COLES CV

JOHN-ROSS RD
JOHN-ROSS RD

MARY RD

BARTON RD

CHARLOTTE RD

RD 240

Frits Creek

Biloxi River

HIGHLAND CIR

PLUMMER CIR

RIVERROAD DR



OFFICE OF THE MAYOR

2309 15th Street
Gulfport, MS 39501
Phone: 228-868-5801

July 6, 2017

Mr. Kurt Readus
State Conservationist Natural Resources Conservation Service
100 W. Capitol Street, Suite 1321
Jackson, MS 39269-1602

RE: Emergency Watershed Protection (EWP) Assistance Request 2017

Dear Mr. Readus:

We are requesting Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act Of 1978, Public Law 95-334, to restore damages sustained in the City of Gulfport by the extreme rainfall that occurred during April 28, 2016. Roads, streams, utilities and structures in our area were adversely impacted as a result of the storm event. These are listed below.

Name	Event Date	Sponsor	County	DSR Cost Est	DSR No.
RIVER RD. 133356-13376	4/28/16	CITY OF GULFPORT	HARRISON	\$ 87,300.00	280471602
QUBBIE CREEK SITE #2	4/28/16	CITY OF GULFPORT	HARRISON	\$ 58,200.00	280471604
HWY49-NORTHWOOD HILL	4/28/16	CITY OF GULFPORT	HARRISON	\$ 48,500.00	280471605
NORTHWOOD HILLS DRIVE	4/28/16	CITY OF GULFPORT	HARRISON	\$ 342,000.00	280471651
QUBBIE CREEK SITE #1	4/28/16	CITY OF GULFPORT	HARRISON	\$ 120,600.00	280471652
TOTAL CONSTRUCTION				\$ 656,600.00	
TOTAL NRCS				\$ 541,695.00	
TOTAL CITY				\$ 164,150.00	
REMAINING FOR ENGINEERING				\$ 49,245.00	

We understand that as sponsors of an Emergency Watershed Protection (EWP) Program project, our responsibilities will include acquiring land rights and potentially any permits needed for construction. We also agree to operate and maintain the proposed measures. We are prepared to provide local funding and support for the cost of construction work in dollars.

The administrative and technical contact person for our organization is:

Robert K. Riemann, P.E., Director of Engineering
4050 Hewes Avenue, Gulfport, MS 39507
228-868-5740
kriemann@gulfport-ms.gov

Thank you for your consideration of our request. If you need any further information or have any questions, please contact me at (228) 868-5700.

Sincerely,

Mayor Billy Hewes

Attachments: 1. Application for Federal Assistance SF-424
2. Recipient Contact Information
3. Assurances – Construction Programs

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

City of Gulfport

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Gulfport

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

*** c. Organizational DUNS:**

d. Address:

* Street1: 4050 Hewes Avenue

Street2:

* City: Gulfport

County/Parish:

* State: MS: Mississippi

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 39507

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix: Mr. * First Name: Robert

Middle Name:

* Last Name: Riemann

Suffix:

Title: Director of Engineering

Organizational Affiliation:

* Telephone Number: 228-868-5740

Fax Number:

* Email: kriemann@gulfport-ms.gov

Application for Federal Assistance SF-424

*** 8. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

USDA, Natural Resources Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.923

CFDA Title:

Emergency Watershed Protection Program

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Streambank Erosion protection

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

541,695.00

* b. Applicant

164,150.00

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

705,845.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐

a. This application was made available to the State under the Executive Order 12372 Process for review on

☐

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒

c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒

I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Billy Hewes

Middle Name:

* Last Name:

Hewes

Suffix:

* Title:

Mayor

* Telephone Number:

228-868-5810

Fax Number:

* Email:

bhewes@guilport-ms.gov

* Signature of Authorized Representative:

* Date Signed:

RECIPIENT CONTACT INFORMATION

RECIPIENT ORGANIZATION NAME: _____ City of Gulfport _____

Recipient Project Manager for Agreement
Name: Robert K. Riemann
Title: Director of Engineering
Street Address: 4050 Hewes Avenue
City: Gulfport
Zip Code: 39507
PO Box:
Zip Code:
Office Phone: 228-868-5740
Cell Phone: 228-518-2980
Fax Number:
Email Address: kriemann@gulfport-ms.gov

Recipient Financial Point of Contact
Name: Linda Elias
Title: Comptroller
Street Address: 1410 24 th Avenue
City: Gulfport
Zip Code: 39501
PO Box:
Zip Code:
Office Phone: 228-868-5769
Cell Phone:
Fax Number:
Email Address: lelias@gulfport-ms.gov

Recipient Official Authorized to Sign the Agreement
Name: Billy Hewes
Title: Mayor
Street Address: 2309 15 th Street
City: Gulfport
Zip Code: 39501
PO Box:
Zip Code:
Office Phone: 228-868-5801
Cell Phone:
Fax Number:
Email Address:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

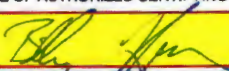
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (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), which prohibits discrimination on the basis of handicaps; (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 Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	
APPLICANT ORGANIZATION	DATE SUBMITTED

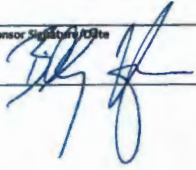
ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Norman Patterson	Phone Number 601.296.1173 x 127
Email Address norman.patterson@ms.usda.gov	State MS

Sponsor City of Gulfport	Contact Name Kris Riemann
Street Address 4050 Hewes Avenue	Phone Number 228-868-5741
City/State Gulfport/MS	Email kriemann@gulfport-ms.gov

- Have you or your staff administered grants or loans from other federal programs in the past? yes
- Have you or your staff previously (check all that apply):
 - yes Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
 - yes Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
 - yes Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
 - yes Administered contracts funded totally or in part with federal dollars?
- Are you or your staff experienced with federal requirements related to (check all that apply):
 - yes Project funds, financial management and audit requirements
 - yes Real property acquisition or easements
- Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? yes
- Does your organization have an active system for award management (SAM) registration? yes
- Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? yes
- Will you require assistance from an outside organization to meet these requirements? no

Sponsor Signature/Date 	Name/Title
---	------------

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Date	09/25/17
Department #	311	Budget Entry #	2017-56
Department Name	Streets & Drainage Project 02921		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Other Services	-	-	-	-
Capital Projects	-	-	64,150	64,150
Total	-	-	64,150	64,150

311-614500 Drainage & Other Projects	(64,150)
--------------------------------------	----------

Amendment to transfer \$64,150 from 311-614500 Drainage to 311-640100-02921 capital projects funded 75% thru the NRCS Emergency Watershed Protection Agency.

Amendment # 2017-56



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Public Works

Date: 09/25/2017

Subject: Budget Amendment #2 - to transfer funds for the Highway 49 Orange Grove Rehabilitation Sewer Project (Nugent Church).

Recommendation:



**DEPARTMENT OF
PUBLIC WORKS**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Budget Amendment

To: Linda Elias, CPA, Comptroller
Leah Holland, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

From: Wayne E. Miller, P.E., Director of Public Works

WEM

Date: September 25th, 2017

Subject: Budget Amendment to Fund Highway 49 Orange Grove Rehabilitation
Sewer Project (Nugent Church)

AMOUNT	FROM	TO
\$582,610.00	Water and Sewer FY 2018 Proposed Budget (TBD portion)	*NEW* 849-(Construction)-82580 (HWY 49/Orange Grove/South Swan/Three Rivers)
\$26,880.00	Water and Sewer FY 2018 Proposed Budget (TBD portion)	849-621100-82580 (HWY 49/Orange Grove/South Swan/Three Rivers)
\$609,490.00	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer a total of **\$609,490.00** from the TBD portion of the Proposed FY 2018 Water and Sewer Capital Projects Budget to the Highway 49/Orange Grove/South Swan/Three Rivers project account.

Per the Estimated Construction Costs provided by Pickering Firm, \$582,610.00 is needed to fund the construction portion of the project.

Also, per Amendment #3 (attached) an additional \$26,880.00 is needed to fund the engineering portion of the project.

I hereby recommend this budget amendment.

Please place on the October 3rd, 2017 City Council Agenda.

Engineer's Opinion of Probable Project Costs
Highway 49 Orange Grove Rehabilitation Sewer Project 1-25
City of Gulfport, MS
Prepared By: Pickering Firm, Inc.
6/2/2017

1. ESTIMATED CONSTRUCTION COSTS-BASE BID

Item No.	Description	Unit	Qty	Unit Cost	Extension
01505-A	Mobilization	LS	1	\$ 53,000.00	\$ 53,000.00
02050-A	Removal of Pavement (All Types and Thicknesses)	SY	5,515	\$ 4.00	\$ 22,060.00
02050-B	Sawcut (All Types and Thicknesses)	LF	3,520	\$ 4.00	\$ 14,080.00
02050-D	Removal of Concrete Driveway	SY	35	\$ 6.00	\$ 210.00
02050-G	Removal of Unsuitable Soils From Job Site	CY	230	\$ 6.00	\$ 1,380.00
02050-L	Remove and Replace Fence (All Types)	LF	5	\$ 18.00	\$ 90.00
02050-M	Removal of RCAP 12"-23"	LF	40	\$ 15.00	\$ 600.00
02050-N	Removal of CMP 24"-36"	LF	45	\$ 12.00	\$ 540.00
02111-A	Clearing and Grubbing (PM)	AC	0.25	\$ 10,000.00	\$ 2,500.00
02221-A	Select Bedding Material (PM)	CY	165	\$ 18.00	\$ 2,970.00
02221-B	Select Foundation Material (PM)	CY	65	\$ 50.00	\$ 3,250.00
02234-A	Crushed Limestone Sub-base for Cuts in the Street R.O.W. (FM)	SY	5,515	\$ 14.50	\$ 79,967.50
02234-B	Limestone Granular Base Course for Driveways (FM)	CY	22	\$ 65.00	\$ 1,430.00
02234-C	Geotextile Fabric	SY	5,645	\$ 3.00	\$ 16,935.00
02295-A	Silt Fence	LF	325	\$ 3.00	\$ 975.00
02295-B	Straw Wattles	EA	43	\$ 30.00	\$ 1,290.00
02512-A	Hot Bituminous Pavement (MDOT 5T, 12.5 mm mix) (2" thick) (PM)	SY	5,515	\$ 15.00	\$ 82,725.00
02522-B	Concrete Driveway	SY	35	\$ 60.00	\$ 2,100.00
02581-A	Thermoplastic Traffic Markings	LS	1	\$ 19,000.00	\$ 19,000.00
02722-A	30" RCP	LF	40	\$ 75.00	\$ 3,000.00
02721-E	3'x5' Conflict Box	EA	1	\$ 4,500.00	\$ 4,500.00
02730-A-1	8" PVC Sewer Pipe (0' to 6' Cut)	LF	120	\$ 20.00	\$ 2,400.00
02730-A-2	8" PVC Sewer Pipe (6' to 8' Cut)	LF	139	\$ 22.00	\$ 3,058.00
02730-A-3	8" PVC Sewer Pipe (8' to 10' Cut)	LF	279	\$ 25.00	\$ 6,975.00
02730-A-4	8" PVC Sewer Pipe (10' to 12' Cut)	LF	214	\$ 35.00	\$ 7,490.00
02730-A-5	8" PVC Sewer Pipe (12' to 14' Cut)	LF	180	\$ 45.00	\$ 8,100.00
02730-A-6	8" PVC Sewer Pipe (14' to 16' Cut)	LF	496	\$ 50.00	\$ 24,800.00
02730-A-7	8" PVC Sewer Pipe (16' to 18' Cut)	LF	22	\$ 60.00	\$ 1,320.00
02730-A-8	10" PVC Sewer Pipe (0' to 6' Cut)	LF	617	\$ 30.00	\$ 18,510.00
02730-A-9	10" PVC Sewer Pipe (6' to 8' Cut)	LF	101	\$ 32.00	\$ 3,232.00
02730-A-10	10" PVC Sewer Pipe (8' to 10' Cut)	LF	93	\$ 35.00	\$ 3,255.00
02730-A-11	10" PVC Sewer Pipe (10' to 12' Cut)	LF	142	\$ 45.00	\$ 6,390.00
02730-A-12	10" PVC Sewer Pipe (12' to 14' Cut)	LF	263	\$ 55.00	\$ 14,465.00
02730-A-13	10" PVC Sewer Pipe (14' to 16' Cut)	LF	485	\$ 60.00	\$ 29,100.00
02730-A-14	10" PVC Sewer Pipe (16' to 18' Cut)	LF	549	\$ 70.00	\$ 38,430.00
02730-B	10" Ductile Iron Sewer Pipe	LF	20	\$ 70.00	\$ 1,400.00
02730-C-1	8" Main Line Wye	EA	2	\$ 125.00	\$ 250.00
02730-C-2	10" Main Line Wye	EA	12	\$ 150.00	\$ 1,800.00
02730-D	6" Sewer Service Pipe	LF	257	\$ 22.50	\$ 5,782.50
02730-G	Sewer Cleanout	EA	21	\$ 300.00	\$ 6,300.00
02730-I	6" Sewer Service Pipe (Bored, No Casing)	LF	172	\$ 75.00	\$ 12,900.00
02731-A-1	48" Sewer Manhole (0' to 4' Cut)	EA	1	\$ 2,000.00	\$ 2,000.00
02731-A-2	48" Sewer Manhole (4' to 8' Cut)	EA	2	\$ 2,200.00	\$ 4,400.00
02731-A-3	48" Sewer Manhole (8' to 12' Cut)	EA	3	\$ 3,300.00	\$ 9,900.00
02731-A-4	48" Sewer Manhole (12' to 16' Cut)	EA	4	\$ 4,500.00	\$ 18,000.00
02731-A-5	48" Sewer Manhole (16' to 20' Cut)	EA	3	\$ 7,500.00	\$ 22,500.00
02731-D	8" Drop Assembly	EA	1	\$ 500.00	\$ 500.00
02731-E	Connect to Existing Manhole/Lift Station	EA	1	\$ 1,000.00	\$ 1,000.00
02931-A	Plant Establishment (Seeding)	AC	0.25	\$ 3,000.00	\$ 750.00
02935-A	Maintenance of Traffic	LS	1	\$ 15,000.00	\$ 15,000.00
TOTAL-(BID SCHEDULE NO. 1)				\$	\$ 582,610.00



Official Purchase Request

UNDER 5K	
OVER 5K	
OVER 50K	

Executive	Fire	Public Works	Police
Legislative	Liesure Services	Engineering	Capital
Judicial	Harbor	Water Operations	Capital
Legal	Community Development	Sewer Operations	Capital
General Admin.	Utility Billing	Traffic	Capital
Urban Development	Economic Development	Streets & Drainage	Other

Date: September 22, 2017

Requisition #: NIA

Requestor / POC: _____

PO #: 185044

Department: Engineering

Suggested Vendor: Pickering Firm, Inc.

Account #'s: 849-1021100-82579

Vendor #: 18523

STATE BID / BID GROUP: NOT on Bid

Council Approval: NIA

POC: _____
Phone #: _____
Fax #: _____
Email: _____

LINE	QTY	UOM	ITEM#	DESCRIPTION	UNIT COST	EXTENDED COST
1				Highway 49 in Orange Grove Rehabilitation Sewer Project & South		\$ 26,880.00
2				Swan/Three Rivers Sewer Project		\$ -
3				Amendment No. 3 to WA No. 4		\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						
9						
FREIGHT / SHIPPING COST						
TOTAL						\$26,880.00

COMMENTS / JUSTIFICATION
See signed amendment and NTP.

[Signature]
REQUESTOR SIGNATURE
9/22/2017
DATE
9-22-17
DATE
DOC # P1
PURCHASING WEBSITE LINK



OFFICE OF DIRECTOR OF
ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: (228) 868-5740
Fax: (228) 868-5822

September 22, 2017

Andy Phelan, P.E.
Associate Principal Owner
Pickering Firm, Inc.
126 Rue Magnolia
Biloxi, MS 39530
Phone: (228) 432-5925
Fax: (228) 432-5928

**RE: Highway 49 in Orange Grove Rehabilitation Sewer Project 1-25 &
South Swan/Three Rivers Sewer Project 2-29B
Amendment No. 3 to Work Assignment No. 4**

Dear Mr. Phelan:

You are hereby notified to commence WORK in accordance with the Engineering Work Assignment dated September 22, 2017 on September 25, 2017.

Sincerely,

A handwritten signature in blue ink, reading "Robert K. Riemann". The signature is written in a cursive style with a horizontal line underneath.

Robert K. Riemann, P.E.
Director of Engineering

**AMENDMENT NO. 3
TO
WORK ASSIGNMENT NO. 4**

**PROJECT NUMBER: Sewer project 1-25: Hwy 49 in Orange Grove Rehabilitation
& Sewer project 2-29B: South Swan / Three Rivers Sewer
CITY OF GULFPORT
HARRISON COUNTY**

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and Pickering Firm, Inc. on the 4th day of February, 2014.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

See 'Attachment A – Amendment No.3 – Scope of Services'

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after **March 1, 2018**.]

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until **March 1, 2018**, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL

The DBE goal established for this Work Assignment shall be zero percent (0%).

KEY PERSONNEL

CITY PROJECT ENGINEER:

Kris Riemann, P.E.
Director of Engineering

**CONSULTANT PROJECT MANAGER:
(Certified as a Professional Engineer to do
business in the State of Mississippi)**

Andy Phelan, PE (MS #19480)

PROGRESS SCHEDULE

This Amendment includes Construction Engineering and Inspection Services for the Sewer Project 1-25: Hwy 49 in Orange Grove Rehabilitation Project (along Nugent, John Clark, and Old Hwy 49). The basis of this proposal is a 3 months construction time.

MAXIMUM ALLOWABLE COST**Contract Maximums:**

Under no circumstances shall the amount payable by the City for this **AMENDMENT** exceed **\$26,880** (Total of all Charges) without the prior written consent of both parties. This amendment increases the total project amount from **\$82,630** to **\$109,510**. No Changes to Labor Rates or personnel are required by this change.

Table 1: Compensation for Amendment No. 3 Services Breakdown

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
IX	Construction Engineering and Inspection	\$26,880

Table 2: Rate Schedule for Labor Hours

Names	Labor Classification	Hourly Rate
	Principal Engineer	\$135.00
	Sr. Professional Engineer	\$115.00
	Professional Engineer	\$97.00
	Senior Project Manager	\$105.00
	Project Engineer	\$75.00
	Professional Land Surveyor	\$80.00
	Survey Crew Chief	\$47.00
	Instrument Person	\$35.00
	Sr. CAD Technician	\$80.00
	CAD Technician	\$50.00
	Clerical	\$43.00
	Resident Project Representative	\$70.00
	Engineering/Specification Technician	\$50.00

Both parties hereto represent that they have authority to enter into Amendment No. 3 to Work Assignment No. 4 as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE 22ND DAY OF SEPTEMBER 2017
City of Gulfport, Mississippi

Robert K. Ramin

By:

WITNESS this, my signature in execution hereof, this 21ST day of Sept, 2017

Pickering Firm, Inc.

ATTEST: [Signature]

[Signature]
By:

ATTACHMENT A – AMENDMENT NO. 3 – SCOPE OF SERVICES

General Project Description

This Amendment includes Construction Engineering and Inspection Services for the Sewer Project I-25: Hwy 49 in Orange Grove Rehabilitation Project (along Nugent, John Clark, and Old Hwy 49). The basis of this proposal is a 3 months construction time.

SCOPE OF WORK – Basic Services

Phase IX – Construction Engineering and Inspection

- A. Upon successful completion of the Bidding Phase, and upon written authorization from CLIENT, the Engineer shall:
1. *General Administration of Construction Contract:* Consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work.
 3. *Selecting Independent Testing Laboratory:* Assist CLIENT in the selection of an independent testing laboratory
 4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Contract Documents, and Engineer shall keep CLIENT informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
11. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

12. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between CLIENT and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by CLIENT or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CLIENT, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to

determine that title to any portion of the Work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 10 above, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 10 above.
 16. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of CLIENT, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
 17. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Additional Services

Any task not specifically outlined in this amendment is excluded from Pickering's scope of services.

If complications or other unforeseen factors dictate a change in the scope of work which will require an adjustment to Pickering's compensation, Pickering shall promptly notify the CITY and proceed only on an agreed upon basis. If the CITY wishes to undertake tasks outside the proposed scope of services, Pickering will amend this agreement or submit a separate proposal for the additional work.

City of Gulfport			
Water and Sewer Proposed Budget			
For Fiscal Year Ending 9/30/18			

	FYE 2017 Revised Budget	FYE 2017 Estimated Actuals	FYE 2018 Proposed Budget
27 City Debt (Water and Sewer)	8,905,860	8,905,860	8,436,390
28 HCUA and Solid Waste Costs			
29 Sewer Treatment (Debt and O&M)	11,265,000	11,265,000	6,995,937
30 Solid Waste			4,227,527
31 Total HCUA Cost	11,265,000	11,265,000	11,223,464
32 Water and Sewer Projects			
33 Capital Projects-new	1,854,000	1,854,000	3,456,819
34 Capital Projects-current	10,252,522	7,266,245	6,015,785
35 Debt Service	50,897	50,897	50,897
Total Water and Sewer Projects	12,157,419	9,171,142	9,523,501
Transfers out to general fund			
36 Total Projected Expenditures	43,959,470	40,852,070	40,930,388
37 Excess/(Deficiency) of Revenues over Expenditures	(9,291,001)	(6,413,366)	(6,015,785)
Current projected new projects:			
	Dump Truck		125,000
	Capital Equipment		200,000
	I & I Crew		200,000
	Three Rivers/Mays		906,000
	Sewer cave in crew		300,000
	Sewer cave in equip		175,403
	TBD		1,550,416
			3,456,819

Note: Solid waste costs have been transferred from HCUA to the City for FY 18.

Solid waste revenue includes a \$1 per month increase for residential customers
and a \$5 per month increase for commercial customers.

City of Gulfport

Budget Amendment Request

Fund Name	<u>Capital Projects</u>	Date	<u>09/25/17</u>
Department #	<u>849</u>	Budget Entry #	<u>2017-57</u>
Department Name	<u>Water & Sewer</u>		
	<u>Project 82580</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Other Services	-	-	582,610	582,610
Capital Projects	-	-	26,880	26,880
Total	-	-	609,490	609,490
From W&S FY2018 Proposed Budget (TBD portion)			(609,490)	(609,490)

Amendment to transfer \$582,610 to 849-640100-82580 and \$26,880 to 849-621100-82580 for the funding of the HWY 49 Orange Grove Rehab Sewer Project (Nugent Church).

Amendment # 2017-57



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 09/25/2017

Subject: Docket of Claims - to be approved through October 4, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 09/25/2017

Subject: Ratification - of final judgment and executed settlement agreement with Team Waste of Mississippi, LLC. and Harrison County Utility Authority - to be made a part of the minutes.

Recommendation:

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Agreement”) is made by and among the City of Gulfport, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the “City” or “Gulfport”); Team Waste of Mississippi, LLC, a limited liability corporation registered to do business in Mississippi with its principal place of business in Biloxi, Mississippi (“Team Waste”); and the Harrison County Utility Authority, a public body created under Miss. Code Ann. § 49-17-727 (“HCUA”) (collectively, the “Parties”). All capitalized terms not defined herein shall have the meaning given in the Disposal Agreement.

I. Background

1. The HCUA and the City are parties to that certain the Solid Waste Service Contract dated April 16, 1991 (the “Solid Waste Service Contract”).
2. Team Waste and HCUA are parties to that certain Disposal Service Agreement dated August 26, 2015 (the “Disposal Agreement”) granting Team Waste the right to receive and dispose of all of the source separated Class I Rubbish generated in Harrison County which is collected by either Authority member waste collection vehicles or by waste collection haulers operating under contract with the Authority to provide such waste collection, as set forth in the Disposal Agreement.
3. By letter dated March 30, 2017, the City gave notice to HCUA of its intent to withdraw from participation in the HCUA for purposes of solid waste collection and disposal and to terminate the Solid Waste Service Contract effective October 1, 2017.
4. On August 26, 2017 Team Waste filed that certain Declaratory Judgment Action styled *Team Waste of Mississippi, LLC v. City of Gulfport, Mississippi and Harrison County Utility Authority*, Civil Action No. A2401-17-162 in the Circuit Court of

Harrison County Mississippi (the "Lawsuit") to protect its rights under the terms of the Disposal Agreement.

5. The Parties have agreed to dismiss the Lawsuit subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned Parties do hereby agree and covenant as set forth herein.

II. Agreement

1. Disposal Service Agreement: The Parties agree that the Disposal Agreement is valid and binding agreement upon the Parties. Further the Parties hereto agree that if for any reason the City terminates its participation in the HCUA for purposes of collection of solid waste and/or the Solid Waste Service Contract is terminated (the "Termination Event") then the Disposal Agreement will continue without interruption or termination subject to its terms except that the following terms are agreed upon among the Parties and shall be adopted as an amendment to the Disposal Agreement:
 - a. (i) The house count to be used for the "WASTE MINIMIZATION/SOLID WASTE MANAGEMENT PROGRAM" payment shall include households located within the boundaries of the members of the HCUA, including Gulfport, with Gulfport providing HCUA with its most recent house count annually on or before October 1 of each year; and (ii) the 640 tons per year of "no charge" Class I Rubbish allowed under paragraph 2 of Exhibit A to the Solid Waste Service Contract and "white goods recycling" shall be limited to use by the members of

the HCUA participating in the HCUA under a solid waste service contract, which excludes Gulfport.

- b. Notwithstanding the occurrence of the Termination Event, the City agrees that it and its agents or contractors shall deliver for disposal to the MDEQ Class I Rubbish Landfills (the “Landfills”) without interruption all the source separated Class 1 Rubbish located within the city limits of Gulfport (the “Gulfport Rubbish”), as if the City was still a participating member of the HCUA for solid waste collection and disposal purposes.
- c. Team Waste agrees to honor the disposal rates and fees set forth in the Disposal Agreement and the City agrees to pay and/or to cause its agents or contractors to pay to Team Waste at those rates and fees for the Gulfport Rubbish delivered to the Landfills, provided, however, that City agrees that it shall deliver or cause to be delivered a minimum amount of 500 tons per month of Gulfport Rubbish (the “Minimum Waste Volume”) for disposal at the Landfills during the term of this Agreement. In the event City fails to deliver the Minimum Waste Volume to the Landfills during any month during the term of this Agreement, City shall pay to Team Waste an amount equal to the product of (i) the difference between the actual amount of Waste delivered to the Landfills during each month and the Minimum Waste Volume and (ii) the rate set forth in the Disposal Agreement.
- d. The Parties understand and agree that the obligations of the City under this Agreement shall be limited to and terminate upon expiration of the initial ten (10) year term of the Disposal Agreement (i.e. ending on August 25, 2025),

notwithstanding any extensions of the Disposal Agreement by HCUA and Team Waste.

2. Dismissal and Release of Claims: Team Waste acknowledges that this Agreement resolves all claims and remedies it may have against the City and HCUA arising out of the facts stated in the Lawsuit, and Team Waste hereby releases all such claims subject to its rights under the terms of this Agreement. Upon execution by the parties, this Agreement will be presented to the Circuit Court of Harrison County Mississippi for its review and the entry of a final judgment approving this Agreement and dismissing the Lawsuit without prejudice.
3. Selection of Law: This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.
4. Attorneys' Fees. The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees and costs, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. For purposes of this clause, the term "prevailing party" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the prevailing party from the date of the offer forward.

5. Drafting. The language used in this Agreement shall not be construed against the drafter and shall be deemed to be the language chosen by the Parties hereto to express their mutual participation and mutual intent in drafting such Agreement, and no rule of strict construction shall be applied against any party.
6. Entire Agreement: This Agreement and the Disposal Agreement (as amended) constitutes the entire agreement and understanding between the Parties.

SIGNATURE PAGE TO SETTLEMENT AGREEMENT

IN WITNESS WHEREOF, this Settlement Agreement has been executed by the Parties hereto effective this _____ day of August 2017.

Harrison County Utility Authority

Attest:

By: _____

Mayor Chipper McDermott, President

Mayor Rusty Quave, Secretary

City of Gulfport, Mississippi

Attest:

By: _____

Mayor Billy Hewes

Linda Elias, City Clerk

Team Waste of Mississippi, LLC

Attest:

Andrew Densing, President

Dennis Bennett

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

TEAM WASTE OF MISSISSIPPI, LLC

PLAINTIFF

VS.

CIVIL ACTION NO. A2401-17-162

**CITY OF GULFPORT, MISSISSIPPI AND
HARRISON COUNTY UTILITY AUTHORITY**

DEFENDANTS

FINAL JUDGMENT

On Motion to Approve Settlement and for Entry of a Final Judgment filed by the Plaintiff, Team Waste of Mississippi, LLC, and joined in by the Defendants, City of Gulfport, Mississippi and Harrison County Utility Authority, through the filing of separate Joinders, the Court having considered the Motion and the Joinders finds that the Motion is well taken and should be granted. It is therefore,

ORDERED AND ADJUDGED that the Motion to Approve Settlement and for Entry of a Final Judgment filed by the Plaintiff, Team Waste of Mississippi, LLC, is hereby granted and the subject Complaint for Declaratory Judgment filed by Team Waste of Mississippi, LLC is dismissed with prejudice with each party to bear its own cost. It is further,

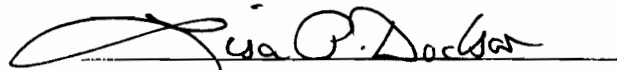
ORDERED AND ADJUDGED that the Settlement Agreement entered into by Team Waste of Mississippi, LLC, City of Gulfport, Mississippi and Harrison County Utility Authority, which is attached to the subject Motion as Exhibit "A" and

incorporated by reference as part of this Final Judgment, is hereby approved. It is further,

ORDERED AND ADJUDGED that the City of Gulfport, Mississippi and the Harrison County Utility Authority, as part of the settlement, will take the necessary steps to spread upon the minutes of City of Gulfport and Harrison County Utility Authority the approval of the subject Settlement Agreement together with a copy of the executed Settlement Agreement. It is further,

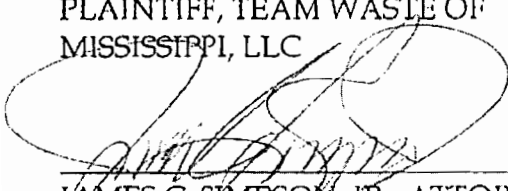
ORDERED AND ADJUDGED that this Court will retain jurisdiction of this matter for purpose of enforcing the terms of the Settlement Agreement.

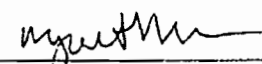
SO ORDERED AND ADJUDGED this the 18th day of August, 2017.

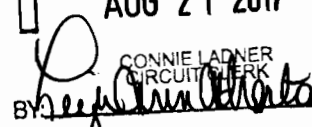

HONORABLE LISA DODSON
CIRCUIT COURT JUDGE

APPROVED:


JOE SAM OWEN, ATTORNEY FOR
PLAINTIFF, TEAM WASTE OF
MISSISSIPPI, LLC


JAMES C. SIMPSON, JR., ATTORNEY
FOR DEFENDANT, HARRISON COUNTY
UTILITY AUTHORITY


MARGARET MURDOCK, ATTORNEY
FOR DEFENDANT, CITY OF GULFPORT

FILED
AUG 21 2017
CONNIE LADNER
CIRCUIT CLERK
BY  D.C.

RECEIVED
8-21-17



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 09/25/2017

Subject: Ratification - of executed Mutual Aid Agreement with Rockport, Texas for hurricane recovery - to be made a part of the minutes.

Recommendation:

**MUTUAL AID AGREEMENT BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI,
AND
THE CITY OF ROCKPORT, TEXAS**

WHEREAS, the City of Rockport, Texas (hereinafter, Rockport), sustained catastrophic damage as a result of the winds, rain and storm surge associated with Hurricane Harvey which struck Rockport, as a Category 4 storm, on August 25, 2017; and

WHEREAS, the City of Gulfport, Mississippi (hereinafter, Gulfport), some 12 years earlier (almost to the day), sustained catastrophic damage as a result of the winds, rain and storm surge associated with Hurricane Katrina which struck Gulfport, as a Category 3 storm, on August 29, 2005; and

WHEREAS, Gulfport and Rockport remain ever mindful that as Cities located on the Gulf of Mexico, they are susceptible to the fury that can be wrought by a Hurricane in any given year; and

WHEREAS, after Hurricane Katrina, Gulfport was inspired and greatly assisted by the generosity of others (both private citizens organizations as well as governmental entities) from around the country who reached out to the citizens of Gulfport and to Gulfport's municipal government, and, as a result, Gulfport wishes to extend a helping hand to another Gulf city that has experienced much of what Gulfport experienced as a result of Hurricane Katrina; and

WHEREAS, pursuant to Miss. Code Ann. Section 33-15-19(b), Gulfport is "authorized to develop and enter into mutual aid agreements with other jurisdictions outside the state for reciprocal emergency aid and assistance in the case of emergencies too extensive to be dealt with unassisted"; and

WHEREAS, the aforementioned mutual aid agreement shall apply to "emergencies outside the state in which it is geographically reasonable for a political subdivision of this state...to respond"; and

WHEREAS, Gulfport has found and determined that it is geographically reasonable for Gulfport to respond to an emergency in Rockport as Rockport is located along the Gulf of Mexico, just two states away from Mississippi; and

WHEREAS, Rockport, likewise, desires to enter into a mutual aid agreement with the City to provide reciprocal emergency aid to Gulfport in the event that Gulfport requires the same in the event of an emergency.

NOW THEREFORE, in accord with applicable law, the City of Gulfport, Mississippi, and the City of Rockport, Texas, hereby mutually agree, as follows:

1. In the event of an emergency too extensive to be dealt with unassisted, Gulfport and Rockport mutually agree that each City will assist the other as set forth herein.
2. The City engaged in the emergency situation (the requesting City) shall inform the other (the responding City), either in writing or verbally (later confirmed in writing) of the need for generators, and upon receipt of the request, the responding City shall provide up to one hundred (100) surplus generators, including delivery of those generators by personnel of the responding City.

3. Further, the responding City shall coordinate, either via telecommunication or electronic communication or in person, with the requesting City to assess and determine existing needs that the responding City would be able and capable of addressing.
4. This Mutual Aid Agreement may be amended by the parties to address specific needs that are determined to exist after mutual needs assessment by both Cities.
5. The Mississippi State Comprehensive Emergency Management Plan (hereinafter, "Plan") is incorporated herein fully as if set forth herein, in full, including the Hurricane Annex, and shall govern in the event any provision of this Mutual Aid Agreement conflicts with the Plan. All assistance provided pursuant to this Agreement shall, to the greatest extent possible under emergent circumstances, be in conformity with the Plan requirements.
6. This Mutual Aid Agreement may be terminated by either party upon thirty (30) days' notice.

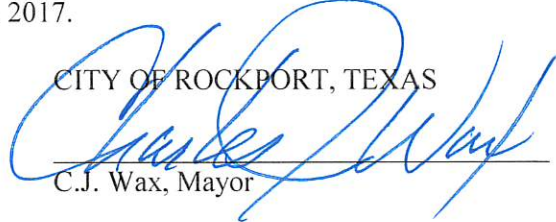
Agreed to this the 6th day of September, 2017.

CITY OF GULFPORT, MISSISSIPPI



Billy Hewes, Mayor

CITY OF ROCKPORT, TEXAS



C.J. Wax, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 09/26/2017

Subject: Ratification - of Memorandum of Agreement with the Harrison County Utility Authority -
to be made a part of the minutes.

Recommendation:

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this, the 20th day of September, 2017, by and between the Harrison County Utility Authority ("HCUA") and the City of Gulfport, Mississippi ("Gulfport") and collectively referred to herein as the "parties," to-wit:

WHEREAS, Gulfport is a municipal corporation organized and existing in the State of Mississippi; and

WHEREAS, the HCUA is a public body corporate and politic constituting a political subdivision of the State of Mississippi; and

WHEREAS, on April 16, 1991, Gulfport and the Harrison County Solid Waste Management District, the predecessor of the HCUA, entered into an agreement entitled "Solid Waste Service Contract Between Harrison County Solid Waste Management District and the City of Gulfport, Mississippi" ("1991 Contract"); and

WHEREAS, on March 30, 2017, Gulfport provided to the HCUA a written notice of intent to terminate the 1991 Contract ; and

WHEREAS, the HCUA and Gulfport subsequently proceeded through various administrative processes and ultimately the HCUA entered into agreements with "Team Waste of Mississippi, LLC" ("Team Waste") and "Pelican Waste" for the collection of solid waste for all areas within Harrison County, Mississippi except for areas within the corporate limits of Gulfport, while Gulfport separately entered into an agreement with "Waste Pro of Mississippi, LLC" ("Waste Pro") for the collection of solid waste within Gulfport's municipal boundaries; and

WHEREAS, as a result of the notice of termination thereof the HCUA and Gulfport were unable to agree on the provisions of the 1991 Contract and HCUA claims relating to any material adverse effect on the HCUA or the other public agencies pursuant to Paragraph 15(c) and any alleged sums due as a result thereof for the duration of the 1991 Service Agreement; and

WHEREAS, on August 31, 2017, the HCUA filed a lawsuit against Gulfport seeking relief in the form of an injunction and for declaratory relief in the Chancery Court of Harrison County, First Judicial District, Mississippi ("Chancery Court"), being Civil Action No. 17-01895(2) on the docket of this Court, hereinafter referred to as "the Action"; and

WHEREAS, in an effort for Gulfport to make adequate and sufficient provision for collection of solid waste within its jurisdictional limits and for the HCUA to do likewise within all other areas of Harrison County, Mississippi, and for such efforts to commence on October 1, 2017, and continue thereafter, the parties have herein entered into this Memorandum of Agreement ("MOA").

NOW THEREFORE, the parties do acknowledge, agree, and state the following, to-wit:

(1) That the 1991 Contract as to Gulfport is and shall be canceled, terminated, and/or no longer in effect as of 11:59 p.m. on September 30, 2017 so as to permit Gulfport to proceed

with its own solid waste contract, however such cancellation, termination, and/or effect shall not in any way, shape or form cancel, terminate or effect, the HCUA rights thereunder for any sums due to the HCUA pursuant to the terms of the 1991 Contract for the duration of the same.

(2) That the Action shall be transferred by an agreed order entered by the attorneys for the parties transferring the Action from the Chancery Court to the Circuit Court of Harrison County, First Judicial District, Mississippi ("Circuit Court"); that the HCUA's claim for injunctive relief in this Action shall be dismissed without prejudice; that within ninety (90) days of assignment of a judge in this transferred action to the Circuit Court, the parties will agree to or enter into a scheduling order in such proceeding and will exercise due diligence in the pursuit or defense of this Action for damages thereafter under the 1991 Service Agreement. Nothing herein shall be construed as affecting any claim or rights of any party to said 1991 Contract or any public agency with a similar Service Agreement;

(3) That on or before October 1, 2017, and on or before the 1st day of each subsequent month during the pendency of this action in the Circuit Court of Harrison County, First Judicial District, Mississippi until September 1, 2023 (a period of 6 years), Gulfport shall, without admitting any liability therefore and without admitting in any way to the validity of the 1991 contract, place into escrow, on a monthly basis, an amount of \$20,423.38, which is comprised of \$0.47 per household count multiplied by 43,454, which is the household count as of September 2017 for all of Harrison County outside of Gulfport and which represents the amount claimed as due to the HCUA under the 1991 Contract and as being the difference in price of its solid waste collection contracts with Team Waste and Pelican Waste without Gulfport being included therein for a period of 6 years only. Nothing herein shall be construed by either parties as to affect the HCUA's additional claim for amounts due, if any, for the duration of the 1991 Contract or through February 4, 2035;

(4) That this principal amount to be held in escrow shall be returned to Gulfport if the Action is dismissed or a verdict is rendered in Gulfport's favor and, in such event, Gulfport's future obligation under Paragraph (3), above, shall cease;

(5) If the Action be decided in favor of HCUA the escrowed amount shall be paid to the HCUA toward payment of any monetary relief awarded HCUA in the Action or under the 1991 Service Agreement, or it shall be distributed among the parties by written agreement of the parties. Further, if the Action be decided in favor of HCUA, Gulfport will continue to make payments in accordance with said decision, if any, which may represent the amount claimed as due to the HCUA, if any, under the 1991 Contract for the duration of the 1991 Service Agreement. However, Gulfport will not pay any more than the monetary relief awarded by a Court

(6) That the parties shall preserve and be entitled to assert or raise any and all rights, defenses, or claims in the Action or otherwise, including, but not limited to, the validity of the 1991 Contract; that Gulfport shall not be responsible for any fees or expenses incurred by the HCUA in connection with the Action, including, but not limited to, court costs and attorneys' fees incurred by the HCUA or any of its member agencies or representative members or directors; and that by entering into this MOA, the parties acknowledge that there is no limit or cap on recovery of monetary relief, if any, that the Circuit Court may adjudge the HCUA is entitled associated with the remaining claims in the Action;

(7) That within sixty (60) days of execution of this MOA, the HCUA will assist in causing an amendment to the Harrison County Solid Waste Plan to be prepared and submitted to the appropriate agencies for review and approval and which shall acknowledge Gulfport singularly providing, overseeing, and coordinating solid waste collection services within Gulfport's municipal boundaries; that any costs to modify the Harrison County Solid Waste Plan as a result of Gulfport providing solid waste collection services within its corporate limits shall be borne by the City of Gulfport; and that any reasonable and necessary costs related to changes to the Harrison County Solid Waste Plan other than those related to Gulfport providing solid waste collection services within its corporate boundaries shall be borne by the HCUA and/or its other member agencies;

(8) That under the terms of contracts for "solid waste disposal" by the HCUA currently in effect between the HCUA and "Waste Management of Mississippi" ("Waste Management") and "Team Waste," the HCUA receives a payment of \$1.00 per household from Waste Management for each house included in the HCUA's annual house count conducted pursuant to its contract with its solid waste collection contractor, and a \$0.25 payment from Team Waste for each such household; that Gulfport shall pay to the HCUA a sum equal to the count of households located within Gulfport's boundaries performed annually under its solid waste collection contract on or before October 1 of each year, for the remaining primary term of the agreement between the HCUA and with Waste Management but not including any renewals; that the parties further acknowledge and make reference to that certain "Settlement Agreement" dated August 3, 2017, between and among Gulfport, the HCUA, and Team Waste styled "Team Waste of Mississippi, LLC v. City of Gulfport, Mississippi and Harrison County Utility Authority," being Civil Action No. A2401-2017-00162 on the docket of the Circuit Court; that under the terms of this "Settlement Agreement," Team Waste agreed to amend its contract with the HCUA to continue to pay the \$0.25 per household for all houses included in the annual house counts conducted under both the HCUA's solid waste collection contract house counts and Gulfport's solid waste collection contract with Waste Pro and its successor or other contractor/provider for the length of the original term of the Agreement with Team Waste, but not including any renewals; and that for so long as the HCUA receives such payments for households in Gulfport from Team Waste, Gulfport shall not be required to pay this sum to the HCUA.

(9) That for the remaining initial terms of the existing contracts for disposal of solid wastes with Waste Management for garbage and Team Waste for rubbish, Gulfport agrees and commits to cause all solid waste collected under its contracts (for solid waste collection in its corporate limits) to be disposed of at the same sites at which such solid waste would have been disposed of if collected under the HCUA's solid waste collection contracts; that the intent of this provision is to maintain delivery of Gulfport's solid waste to the same disposal facilities; and that the HCUA and Gulfport acknowledge and agree that this provision shall have no effect in the event either contract between the HCUA and Waste Management or Team Waste is extended beyond the initial terms of the HCUA's existing disposal contracts with them or otherwise cancelled pursuant to the terms of the agreement.

(10) Given that the agreement of the parties hereto is that HCUA will not attempt to compel the City of Gulfport to use the HCUA's chosen provider for pick up of solid waste in its budget, the City of Gulfport will not object to any aspect of the solid waste collection portion of

the HCUA's proposed budget for the 2017-2018 fiscal year or any future year that HCUA is not the solid waste collection provider for the City of Gulfport, unless the HCUA attempts to assess Gulfport with any budgetary items related to solid waste collection.

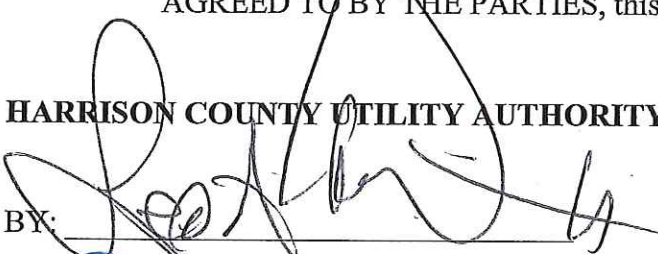
(11) That the parties reserve all rights, claims, and defenses that they may have had prior to execution of this MOA, except as otherwise provided for herein, and those rights, claims and/or defenses will be maintainable in the Circuit Court matter (the Action) upon transfer.

(12) That nothing herein is intended to adversely affect the existing water and sewer agreements or indebtedness related to such between or among Gulfport and the HCUA.

(13) That this MOA is being entered into for purposes of partial resolution of the Chancery Court matter under Rule 408 of the Mississippi Rules of Evidence and this MOA shall not be admissible in the Action, nor shall it be used as evidence by any party in the Action, however, this MOA may be admissible in any proceeding, judicial or otherwise, to enforce its compliance or associated with a claim for breach of any of its provisions.

AGREED TO BY THE PARTIES, this 20TH day of September 2017.

HARRISON COUNTY UTILITY AUTHORITY

BY: 

ITS: President

CITY OF GULFPORT, MISSISSIPPI

BY: 

^{ITS}
BY: Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 09/27/2017

Subject: Ratification - of Amendment #1 to the Memorandum of Lease Agreement between the City of Gulfport and The John C. Robinson Brown Condor Association - to be made a part of the minutes.

Recommendation:

Amendment #1

to the Memorandum of Lease Agreement between

City of Gulfport and The John C. Robinson Brown Condor Association

This Amendment is attached to, made a part of, and incorporated by referenced into that certain MEMORANDUM OF LEASE AGREEMENT (hereinafter "Agreement") made on the 1st day of October, 2016, between the City of Gulfport (the "City") and The John C. Robinson Brown Condor Association (the "Association"), pursuant to which the "City" agreed to lease certain real property (the "leased premises") and the improvements thereon to the Association in accord with the terms and provisions set forth therein. Specifically, at Paragraphs 4a and 9, the Agreement afforded the Association twelve (12) months time, commencing October 1, 2016, in which to complete repairs to the roof and HV/AC of the structure located on the leased premises. The parties have agreed to extend the time for the roof and HV/AC repairs to and through December 31, 2017.

Accordingly, Paragraph 4a of the Agreement is hereby amended to read, as follows:

Failure to complete repairs to the roof and HV/AC on or prior to December 31, 2017.

and

The first full sentence of Paragraph 4 is hereby amended to read, as follows:

Notwithstanding any provision to the contrary herein, in the event the Tenant fails to complete repairs to the roof and HV/AC on or prior to December 31, 2017, as set forth in sub-part 4 (a) above, this Lease Agreement shall be automatically terminated without notice to the Tenant.

and,

The last sentence of Paragraph 9 of the Agreement is hereby amended to read, as follows:

Tenant covenants and agrees to complete repairs to the roof and HVAC in accordance with plans and specifications which are acceptable to the City on or prior to December 31, 2017, failing in which this Lease Agreement will be automatically terminated without further notice, notwithstanding any provision relative to notice to the contrary herein.

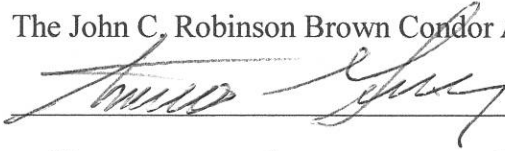
All other provisions of the Agreement remain in full force and effect. This Amendment #2 is effective as of the date that it is executed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of this the _____ day of _____, 2017.

City of Gulfport

Honorable Billy Hewes, Mayor

The John C. Robinson Brown Condor Association

_____

FRANCISCO GONZALEZ President

Printed Name and Title

Brow Condor ASSOCIATION



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 09/22/2017

Subject: Resolution - awarding bids for lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: September 22, 2017

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 3rd day of October, 2017.

Please place the attached item on the Council agenda for October 3, 2017.

Subject: Code Enforcement Resolutions Awarding Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: September 22, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0710O-02-020.002. Lots 4-6, Blk. 18, Gulfport Heights awarded to Mike's General Service for \$1798.00 to demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 4421 30th Street. (Hall)(DEMO)
- Parcel 2: 0711K-03-040.000. Lots 38-41 Inc., Blk. 1, Dixie Add. awarded to Woolmarket Lawns for \$57.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1101 Dixie Avenue. (Boone II)
- Parcel 3: 0711G-05-005.000. Lot 6, Blk. 6, Jonestown McCaughan Add. awarded to Mike's General Service for \$123.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2025 47th Avenue. (Neal)
- Parcel 4: 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey awarded to Mike's General Service for \$144.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 3900 16th Street. (Empire Inv. #2)
- Parcel 5: 0710I-02-028.000. Lots 1-2, Blk. 7, Factory Hill awarded to Twin City Lawn Care for \$98.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at (Hyperion Gulf Coast Ventures)

WARD 2

- Parcel 6: 0711O-03-072.000. Lot 28, Blk. 4, Gaston Point Beach Add. & Lot 36, Camp Add. awarded to Woolmarket Lawns for \$94.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4410 Beach Blvd. (Community Bank Coast)
- Parcel 7: 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres awarded to Woolmarket Lawns for \$53.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2709 Kelly Avenue. (Empire Inv. #2 LLC)
- Parcel 8: 0910P-01-022.000. Lots 5-9, Less Part of Mahalak, Blk. 2, Zeno M Jones Partition awarded to Mike's General Service for \$1500.00 to remove inoperable vehicle(s) from site located at 557 Graves Avenue. (Graves)
- Parcel 9: 1010L-06-028.001. This parcel awarded to Ladner Lawn and Tractor for \$247.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1009 E Pass Road. (Haydel Prop. LP)

WARD 3

- Parcel 10: 0809M-02-004.037. Lot F, Forest Heights awarded to Mike's General Service for \$644.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Tulip Court. (Griggs)

- Parcel 11: 0810E-05-009.000. Lot 14, Blk. 375, North Gulfport awarded to Mike's General Service for \$243.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 8099 Michigan Avenue. (Coast Investments Inc.)
- Parcel 12: 0810E-04-003.000. Lots 1-6 Inc., Blk. 264, North Gulfport awarded to Mike's General Service for \$445.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 3108 Monroe Street. (American Real Est. Acq.)
- Parcel 13: 0810E-06-007.000. Lots 11-12, Blk. 259, North Gulfport awarded to Mike's General Service for \$324.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 4615 Illinois Avenue. (McInnis Est.)
- Parcel 14: 0810E-02-102.000. Lots 7-8, Blk. 318, North Gulfport awarded to Mike's General Service for \$200.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 4413 Indiana Avenue. (Moffett Jr.)
- Parcel 15: 0810P-01-127.000. Lots 46-48, Blk. 11, Central Park awarded to Mike's General Service for \$4178.00 to demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks from site located at 1200 32nd Street. (Martin)(DEMO)
- Parcel 16: 0811G-04-065.000. Lots 10-11, Blk. 13, Soria City awarded to Mike's General Service for \$1280.00 demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Remove tree(s) and all debris from site located at 1620 Railroad Street. (Cook)(DEMO)

WARD 4

- Parcel 17: 0911B-01-036.000. This parcel awarded to Woolmarket Lawns for \$42.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 246 Lynwood Drive. (Bourgeois)
- Parcel 18: 1009L-02-012.000. This parcel awarded to Woolmarket Lawns for \$47.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 11257 Creel Circle. (Baggett & Roessling)
- Parcel 19: 1009N-02-047.000. Lot 8, Blk. 9, Replat of Brentwood Subd. awarded to Woolmarket Lawns for \$53.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 11 Nottingham Circle. (Elroy & Tice)

WARD 5

- Parcel 20: 0808I-02-001.000. This parcel awarded to Mike's General Service for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 11465 Three Rivers Road. (HMEM Holdings LLC)
- Parcel 21: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. awarded to Mike's General Service for \$450.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 11826 Klein Road. (Gorman Est.)

WARD 7

- Parcel 22: 0707H-03-046.000. This parcel awarded to Twin City Lawn Care for \$274.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Old Highway 49. (Knight)
- Parcel 23: 0708B-02-018.000. Lot 47, Spring Valley Subd. awarded to Woolmarket Lawns for \$59.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 12312 Salisbury Road. (Schultz Jr.)
- Parcel 24: 0708H-02-007.000. This parcel awarded to Twin City Lawn Care for \$138.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Robinson Road. (Cobb)
- Parcel 25: 0808E-01-029.000. Lot 7, Blk. 6, Northwood Hills Subd. awarded to Woolmarket Lawns for \$98.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 12161 Depew Road. (Lee)
- Parcel 26: 0808C-01-001.098. Lot 26, Northwood Hills Subd. awarded to Roy Collier for \$120.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15084 Sagewood Street. (Perry Est.)

Total \$13,059.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **3rd** day of **October, 2017**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|------------|---|
| Parcel 1: | 0710O-02-020.002. Lots 4-6, Blk. 18, Gulfport Heights awarded to Mike's General Service for \$1798.00 to demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 4421 30th Street. (Hall)(DEMO) |
| Parcel 2: | 0711K-03-040.000. Lots 38-41 Inc., Blk. 1, Dixie Add. awarded to Woolmarket Lawns for \$57.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1101 Dixie Avenue. (Boone II) |
| Parcel 3: | 0711G-05-005.000. Lot 6, Blk. 6, Jonestown McCaughan Add. awarded to Mike's General Service for \$123.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2025 47th Avenue. (Neal) |
| Parcel 4: | 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey awarded to Mike's General Service for \$144.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 3900 16th Street. (Empire Inv. #2) |
| Parcel 5: | 0710I-02-028.000. Lots 1-2, Blk. 7, Factory Hill awarded to Twin City Lawn Care for \$98.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at (Hyperion Gulf Coast Ventures) |
| Parcel 6: | 0711O-03-072.000. Lot 28, Blk. 4, Gaston Point Beach Add. & Lot 36, Camp Add. awarded to Woolmarket Lawns for \$94.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4410 Beach Blvd. (Community Bank Coast) |
| Parcel 7: | 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres awarded to Woolmarket Lawns for \$53.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2709 Kelly Avenue. (Empire Inv. #2 LLC) |
| Parcel 8: | 0910P-01-022.000. Lots 5-9, Less Part of Mahalak, Blk. 2, Zeno M Jones Partition awarded to Mike's General Service for \$1500.00 to remove inoperable vehicle(s) from site located at 557 Graves Avenue. (Graves) |
| Parcel 9: | 1010L-06-028.001. This parcel awarded to Ladner Lawn and Tractor for \$247.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1009 E Pass Road. (Haydel Prop. LP) |
| Parcel 10: | 0809M-02-004.037. Lot F, Forest Heights awarded to Mike's General Service for \$644.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Tulip Court. (Griggs) |
| Parcel 11: | 0810E-05-009.000. Lot 14, Blk. 375, North Gulfport awarded to Mike's General Service for \$243.00 to cut and clean grounds and remove all trash and |

- miscellaneous debris from site located at 8099 Michigan Avenue. (Coast Investments Inc.)
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- Parcel 26: 0808C-01-001.098. Lot 26, Northwood Hills Subd. awarded to Roy Collier for \$120.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15084 Sagewood Street. (Perry Est.)

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine

that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Finance

Date: 09/14/2017

Subject: Privilege License Report - issued during the month of August 2017 - Finance
Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

City Clerk

To: The Honorable Mayor and City Council

From: Mary Collins, Deputy City Clerk

Date: September 14, 2017

Re: Privilege Licenses Issued August, 2017

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of August 1 thru August 31, 2017 per Mississippi Code §Ann. 27-17-501 to be spread on the minutes.

If you have any questions, please call at any time.

**AUGUST 2017
PRIVILEGE LICENSES**

Customer Name	Customer Address	Amount	Post Date
CAPTAIN HOOKS SEAFOOD & MORE LLC	1519 PASS RD	\$45.00	08/02/2017
IV WIRELESS MS 2 LLC	4699 S RIO GRANDE AVE STE 103	\$20.00	08/02/2017
IV WIRELESS MS LLC	4699 S RIO GRANDE AVE STE 103	\$20.00	08/02/2017
BOONEDOX	16127 CAROLYN ST	\$35.00	08/02/2017
NO LIMIT DETAILING	216 KIMBERLY DR	\$22.00	08/04/2017
GOOD MOVERS	1118 MILLS AVE STE #C	\$20.00	08/04/2017
CASINO COMPLIANCE ESSENTIALS OF MS LLC	P.O. BOX 7362	\$20.00	08/04/2017
IRBY'S APPLIANCES & AC CO.	1988 E PASS ROAD	\$20.00	08/04/2017
K. FERGUSON SALON	422 & 424 SECURITY SQ	\$20.00	08/04/2017
ANCHOR MINI SELF STORAGE	P.O. BOX 176	\$20.00	08/07/2017
C & C REPAIR SERVICE & SALES	8335 TENNESSEE AVE	\$20.00	08/07/2017
FEEL THE FREEZE	800 PASS ROAD	\$30.00	08/08/2017
JUNKIN GYPSY	2701 14TH AVE BOOTH V1	\$20.00	08/08/2017
A PLUS PROPERTY MAINTENANCE	2178 COLLINS BLVD	\$20.00	08/08/2017
COTTON PATCH	26 BAYOU VIEW DR	\$20.00	08/09/2017
XL ENTERPRISES	P O BOX 2293	\$30.00	08/09/2017
GEARY LAW FIRM	435 SECURITY SQ STE A	\$40.00	08/09/2017
INSTALLED BUILDING PRODUCTS OF BILOXI	495 SOUTH HIGH ST STE 50	\$72.00	08/10/2017
COMMUNITY CHOICE FINANCIAL	6785 BOBCAT WAY STE 200	\$20.00	08/10/2017
RYAN'S GUITAR REPAIR	14994 GREENWELL CIR	\$20.00	08/10/2017
GRACE AND MERCY PCS LLC	P O BOX 374	\$45.00	08/11/2017
PROSTHETIC SOLUTIONS INC	4000 BIENVILLE ST #D	\$20.00	08/11/2017
AKL-MART	4602 E RAILROAD AVENUE	\$35.00	08/14/2017
CHARTER BANK	12008 HWY 49	\$120.00	08/14/2017
COASTAL PIANO SERVICES	701A CAPTAIN ONEAL DR	\$25.00	08/15/2017
PINNACLE PROTECTION SOLUTIONS	21 PASS RD	\$20.00	08/17/2017
SUNRAY SPA 7, LLC	1012 MADISON AVE #A	\$82.50	08/21/2017
A DOLLAR CASH ADVANCE INC	520 E PASS RD STE A	\$20.00	08/21/2017
GULFPORT MANAGEMENT SOLUTIONS INC	14231 SEAWAY RD STE 2003	\$33.00	08/21/2017
HARBORVIEW ORAL & FACIAL SURGERY	1301 25TH AVE STE 3	\$22.00	08/24/2017
THRIFTIQUE THRIFT STORE	1900 PASS ROAD	\$20.00	08/24/2017
THE DAWG HOUSE OF MISSISSIPPI LLC	1023 EAST PASS RD	\$20.00	08/24/2017
WE MOVE ALL PROPERTY PRESERVATION	8478 SOUTH CAROLINA AVENUE	\$20.00	08/25/2017
THE CHIMNEYS RESTAURANT	1640 EAST BEACH BLVD.	\$82.50	08/28/2017
WINGATE BY WYNDHAM	4302 W BEACH BLVD	\$30.00	08/28/2017
PORT CITY CAFE	2418 14TH ST	\$49.50	08/29/2017
POSH NAIL SPA LLC	1116 COWAN ROAD	\$40.00	08/29/2017
PROPERTIES	2104 25TH AVE	\$30.00	08/29/2017
SALON SEVEN	11382 THREE RIVERS RD STE C	\$20.00	08/29/2017
GOTT REAL ESTATE LLC	3500 14TH STREET	\$20.00	08/30/2017
MISSISSIPPI INSTITUTE OF WEIGHT LOSS SUR	15190 COMMUNITY RD #210	\$20.00	08/30/2017
FITLIFE STUDIO	3231 F AVE UNITS A & B	\$20.00	08/30/2017
GOLDEN CORRAL	12255 HIGHWAY 49	\$115.50	08/31/2017
CROFT CONSTRUCTION SERVICES	13421 CHANDLER CT	\$20.00	08/31/2017
SAPPHIRE HOMES	2109 22ND AVE	\$20.00	08/31/2017
BEN'S DELI	1412 PASS RD	\$20.00	08/31/2017

AUGUST 2017
PRIVILEGE LICENSES

LITTLE FEET BIG STEPS LEARNING CENTER LL	2006 30TH ST	\$30.00	08/31/2017
THE UPS STORE #2816	45 HARDY COURT	\$133.50	08/31/2017
OASIS MENTAL WELLNESS	1520 29TH AVE STE 3	\$20.00	08/31/2017
CORRECTED MOBILITY	2818 22ND AVE STE 2	\$20.00	08/31/2017
CARING HEARTS COUNSELING SERVICES LLC	18055 CARSON CT	\$20.00	08/31/2017
HER MOMENTS BOUTIQUE	12314 HOUGHTON DR	\$20.00	08/31/2017
SOUTHERN BELL'S HOUSEKEEPING	1005 W BIRCH DR APT K6	\$20.00	08/31/2017
RHODES REALTY	370 COURTHOUSE RD STE 106	\$20.00	08/31/2017
TRIDENT INVESTIGATION GROUP	435 SECURITY SQ STE B	\$20.00	08/31/2017
SHIVER SHACK	15456 DEDEAUX #A	\$20.00	08/31/2017
RED WING BRANDS OF AMERICA	15224 W CREOSOTE RD	\$92.50	08/31/2017
TOTAL COLLECTED		\$1,920.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 09/20/2017

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned BOBBY LADNER and WILLIE C. LADNER, 78 BAYOU CIRCLE, GULFPORT MS. 39507 ph. 228-867-1954 hereby conveys unto JAMES LABORDE and IRMA LABORDE 112 TWIN CEDAR AVE. LONG BEACH MS. 39560 ph. 228-860-6114 the following described land and property located in EVERGREEN CEMETERY in the City of Gulfport and more particularly described as follows, to wit:

BLOCK 7

LOT 14

SPACE(S) 3,4,5 and 8

The Grantee herein agrees that if Grantee should fail or refuse to obey any and/or all the regulations of the Mayor and Council of the CITY OF GULFPORT, concerning the Cemetery referenced herein, as may be now in force or hereafter to be passed, then the title to the aforementioned cemetery spaces shall immediately revert and vest in the City of Gulfport, Mississippi, at its option.

WITNESS THE SIGNATURE(S) of the undersigned this the 28th day of August, 2017.

Bobby S. Ladner
Willie C. Ladner

STATE OF Mississippi
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named BOBBY LADNER and WILLIE C. LADNER who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 28th day of August 2017.

Cheryl L. Spencer

My Commission Expires:



PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 09/25/2017

Subject: Request - for approval of petty cash accounts for fiscal year 2018 - to be made a part of the minutes.

Recommendation:



Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Linda Elias, Comptroller

Subject: Authorization of FY 2018 Petty Cash Funds

Date: September 25, 2017

Please find attached a summary of petty cash accounts to be authorized for fiscal year 2018. We are requesting the Council's authorization of the City's eleven (11) petty cash accounts that total \$5,370.

I respectfully request consideration and approval of the petty cash accounts to continue facilitating operations throughout the City.

As always, please do not hesitate to call me if I can be of further assistance.

City of Gulfport, MS
Petty Cash Funds-Fiscal Year 2018

Petty Cash Funds are to be spent in accordance with those purposes that are available to its source fund and budget.

To re-establish and authorize petty cash funds as follows:

Fund	Amount	Custodian(s)
General Fund 010	\$ 3,420.00	Mary Collins, James Dyer, & Jeff Bruni
Community Development Fund 200	150.00	Karen McCarty
Water & Sewer Fund 400	1,200.00	Ramona Ervin
Harbor Fund 420	600.00	Pandora Harmin
Total	\$ 5,370.00	

Department	Amount
Judicial	\$ 420.00
Legal	300.00
Executive/Legislative/General Administration	700.00
Police	450.00
Fire	300.00
Public Works/Engineering	500.00
Leisure Services	200.00
Community Development	150.00
Urban Development/Building/Planning	550.00
Water and Sewer	1,200.00
Harbor	600.00
Total	\$ 5,370.00

Function	Amount
General Government	\$ 1,970.00
Public Safety	750.00
Public Works	500.00
Economic Development	150.00
Culture & Recreation	200.00
Proprietary	1,800.00
Total	\$ 5,370.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/26/2017

Subject: Letter of Recommendation - regarding Term Contract Renewal Option, Groups: C, C1, C3, C8, J2, K, N, P, P3, and Z - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: September 21, 2017

Ref: Term Contracts
Renewable Option
(FY2017-FY2018)

The City of Gulfport is exercising the right to request an extension of the following Term Contracts for a second term of twelve (12) months, commencing 01-01-18 and ending 12-31-18; all prices remaining constant.

Group C: Sundry Road Materials
Group C1: Limestone, Washout Materials
Group C3: Hot Bituminous Pavement
Group C8: Infield, Track & Walkway Materials
Group J2: Pre-Cast Concrete Manholes
Group K: Pumps for Lift Stations
Group N: Chemical for Water Purification & Sewage Treatment
Group P: Street Marking Signs
Group P3: Furnish & Install Fencing
Group Z: Portable Restrooms

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/21/2017

Subject: Legal Notice - advertisement for bids for Term Contracts, Groups: C2A, J, and J1.

Recommendation:

Notice to Bidders

Notice is hereby given that the City of Gulfport will receive sealed bids until Ten O'clock A.M., Local Time, November 6, 2017, in the Office of Procurement, located at 1410 24th Avenue, Gulfport, MS 39501 for furnishing the City of Gulfport as ordered below:

Group C2A	Culvert & Ram Neck Piping
Group J	Ductile or Cast Iron Grates & Frames
Group J1	Water & Sewer Line Pipes

Bid packages may be obtained from the Office of Procurement, Hardy Building 1410 24th Ave, Gulfport, MS 39501, between the hours of 8:00 A.M. AND 5:00 P.M., Monday through Friday. Bid packages may be faxed or emailed upon request by contacting the Purchasing Office at 228-868-5705, Ext 6550 or email at cdebenport@gulfport-ms.gov.

Bids are to be submitted in sealed envelopes, marked "SEALED BID" and the group number as applicable in the lower left hand corner of the envelope.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the "lowest and best" bid submitted.

The owner is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner's office prior to the bid opening at the time, date and location listed above.

Minority and Women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.

Ad Dates: 10-06-17
10-13-17

Send invoice and proof of publication to:	Connie Debenport, CPPB 1410 24 th Avenue Gulfport, MS 39501
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 09/22/2017

Subject: Legal Notice - advertisement for bids related to the Ship Island Ferry Terminal (Pavilion and Pier) Project.

Recommendation:

**SECTION 901
NOTICE OF ADVERTISEMENT**

**Ship Island Ferry Terminal
(Pavilion and Pier)
Harrison County, Mississippi
Federal Aid Project No. FBD-0200-00(020)LPA/104143-301000**

The CITY OF GULFPORT will receive bids for **Ship Island Ferry Terminal (Pavilion and Pier), Federal Aid Project No. FBD-0200-00(020)LPA/104143-301000** no later than 10:00 a.m., Local Time, November 7, 2017, at the City of Gulfport Procurement Department, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following: Removing and replacing the existing pier and pilings, construction of a new terminal pavilion and site infrastructure improvements.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and drawings referred to therein.

The attention of the Bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Gulfport, Harrison County, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this Advertisement, Disadvantaged and Women's Business Enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements. The DBE goal is 1%.

The Contract Documents are on file and may be examined at the Issuing Office:

Brown, Mitchell & Alexander, Inc.
796 Vieux Marché, 2nd Floor
Biloxi, MS 39530

Contract Documents may be examined at the Issuing Office, Monday through Thursday (between the hours of 7:30 a.m. and 5:30 p.m.) and Friday (between the hours of 8:00 a.m. and noon). Copies of the Contract Documents may be obtained as described below:

Contract documents are being made available via paper copy or .pdf for a charge of \$150.00 (hard copy) or \$50.00 (CD). Plan holders are required to log-in or register for an account at www.bmaprojects.com to view and order Contract Documents. All plan holders are required to have a valid email address for registration. The cost for the Contract Documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders, please contact Plan House Printing at (228) 248-0181.

The date that the Contract Documents are transmitted by the Issuing Office will be considered prospective Bidder's date of receipt of the Contract Documents. Partial sets of Contract Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Contract Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Gulfport, as bid security. Bidders shall also submit a current financial statement, if requested by the City of Gulfport. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of 100 hundred percent (100%) of the Contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the Gulfport Procurement Department, 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501, prior to the hour and date above designated.

Work to be performed shall be in accordance with the 2017 Mississippi State Highway Standard Specifications for Road and Bridge Construction, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of the Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Publish Dates for Sun Herald and Clarion Ledger

10-09-17
10-16-17